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

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

City Council Agenda

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

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

December 15, 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. 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 City Council Meeting.

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Reverend Charlotte Parker, Community Spiritual Center

4. Pledge of Allegiance

5. Recognition of the Employee of the Month

6. Recognition of Freed's Dessert Shop Downtown

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 November 17, 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.

FINANCE - PURCHASING AND CONTRACTS - CONSENT

10. For possible action to approve award of Contract No. 220053-PH, Professional Services for Investment Advisor - Employee Defined Contribution Retirement Plans - Department of Human Resources - Award recommended to: INNOVEST PORTFOLIO SOLUTIONS, LLC

11. For possible action to approve award of Contract No. 220104-PH, Professional Services for State Lobbying Services - Office of Government and Community Affairs - Award recommended to: GRIFFIN COMPANY, LLC (Not-to-Exceed $100,000 Annually/Total Contract Amount Not-to-Exceed $400,000 - General Fund) - All Wards

12. For possible action to approve award of Contract No. 220106-DD, Prime Design Services for Cragin Park Soccer Field Modification, located at 984 Hinson Street - Department of Public Works - Award recommended to: THE WLB GROUP (Not-to-Exceed $527,786 - Parks and Leisure Capital Projects Fund) - Ward 1 (Knudsen)

13. For possible action to approve award of Contract No. 220107-DD, Prime Design Services for Huntridge Circle Park Renovation, located at 1251 South Maryland Parkway - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES (Not-to-Exceed $76,960 - Parks and Leisure Capital Projects Fund) - Ward 3 (Diaz)

14. For possible action to approve award of Contract No. 21.MWA870.D1-SK, Prime Design Services for Respite Center at Salvation Army, located at 1581 North Main Street - Department of Public Works - Award recommended to: KGA, INC. (Not-to-Exceed $108,300 - COVID-19 Special Revenue Fund) - Ward 5 (Crear)

15. For possible action to approve award of Contract No. 220079-DD, Professional Services for Bond Counsel Services - Department of Finance - Award recommended to: SHERMAN AND HOWARD (Not-to-Exceed $1,000,000 Annually/Total Contract Amount Not-to-Exceed $5,000,000 - General Fund) - All Wards

PLANNING - BUSINESS LICENSING - CONSENT

16. For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership FROM: DOWNTOWN RESTAURANT GROUP, LLC TO: ALL IN THE FAMILY VII, LLC dba BROKEN YOLK CAFÉ at 201 South Las Vegas Boulevard, Suite #100 - Ward 3 (Diaz)

17. For possible action to approve a Package License for a Change of Ownership FROM: LEE & DURANGO, INC. TO: LEE & AZURE TENAYA, INC. dba LEE'S DISCOUNT LIQUOR at 7291 West Azure Drive - Ward 6 (Fiore)

18. For possible action to approve a Restricted Gaming License for SMOKE RANCH ENTERPRISES, INC. dba LUCKY SPOT at 6890 North Hualapai Way - Ward 6 (Fiore)

PUBLIC WORKS - CONSENT

19. For possible action to approve Amendment No. 1 to Cooperative Agreement No. P716-19-101 between the City of Las Vegas (CLV) and the State of Nevada, Department of Transportation (NDOT) to extend the contract end date from December 31, 2021 to June 30, 2022, for design and construction of roadway improvements in the CLV Sewer Rehab Group J Project at the intersection of Craig Road and Jones Boulevard - Wards 4 and 5 (Anthony and Crear)

20. For possible action to approve First Amendment to Agreement for Reimbursement of Preliminary Engineering Costs No. 19-00046 between the City of Las Vegas (CLV) and NV Energy for certain adjustments for the West Charleston Boulevard Bus Turnouts Project located at the intersection of West Charleston Boulevard and Cimarron Road - Ward 1 (Knudsen)

RESOLUTIONS - CONSENT

21. R-51-2021 - For possible action to approve a Resolution extending the duration of temporary programs allowing certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery, curbside pick-up, or take-out of alcoholic beverages in connection with the delivery, pick-up, or take-out of food by a person who has placed an order therefor - All Wards

DISCUSSION/ACTION ITEMS

BOARDS AND COMMISSIONS - DISCUSSION

22. Discussion for possible action regarding the appointment of Susan Heltsley to the Building and Safety Enterprise Fund Advisory Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

23. Bill No. 2021-37 - For possible action - Annexation No. 21-0539-ANX1 - Property location: Southeast corner of Buffalo Drive and Alexander Road; Petitioned by: Black Diamond Holdings, LLC; Acreage: 0.87 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

24. Bill No. 2021-39 - Amends LVMC Chapter 19.04 to add provisions regarding trails and other similar transportation-related facilities in order to implement and be consistent with the Layered Complete Street Network described in the City's 2050 Master Plan, and repeals the Trails Element of the Las Vegas 2020 Master Plan. Proposed by: Seth T. Floyd, Director of Community Development

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.

25. 21-0516 - PUBLIC HEARING - APPLICANT: BLUE MARBLE DEVELOPMENT, LLC - OWNER: SHIRON DEVELOPMENT, LLC - For possible action on the following Land Use Entitlement project requests on 16.41 acres

at the northeast corner of Centennial Parkway and John Herbert Boulevard (APNs 125-22-401-009 and 016), U (Undeveloped) and T-C (Town Center) [SX-TC (Suburban Mixed-Use - Town Center)] Zones, Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

25a. 21-0516-GPA1 - GENERAL PLAN AMENDMENT - FROM: R (RURAL DENSITY RESIDENTIAL) TO: TC (TOWN CENTER) ON 1.95 ACRES [APN 125-22-401-009]

25b. 21-0516-ZON1 - REZONING - FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ON 1.95 ACRES [APN 125-22-401-009]

25c. 21-0516-MOD1 - MAJOR MODIFICATION - TO AMEND THE CENTENNIAL HILLS TOWN CENTER LAND USE MAP TO ADD 1.95 ACRES [APN 125-22-401-009] AND DESIGNATE THE LAND SX-TC (SUBURBAN MIXED-USE - TOWN CENTER)

25d. 21-0516-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 498,343 SQUARE-FOOT DEVELOPMENT CONSISTING OF TWO AND FOUR-STORY MULTI-FAMILY AND SINGLE-STORY RETAIL BUILDINGS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL

26. 21-0531-SDR1 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH - For possible action on a Land Use Entitlement project request FOR A PROPOSED 9,600 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND 3,200 SQUARE-FOOT MULTIPURPOSE BUILDING WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED on 10.00 acres at the northwest corner of Westcliff Drive and Rainbow Boulevard (APN 138-27-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

27. 21-0562-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: LDR PARTNERS - For possible action on a Land Use Entitlement project request for a REVIEW OF CONDITION OF APPROVAL NUMBER FIVE (5) OF SITE DEVELOPMENT PLAN REVIEW (SDR-78460) WHICH STATES, "THE EXISTING SCREEN WALLS ON THE EAST AND SOUTH PROPERTY LINES SHALL BE DEMOLISHED AND CONSTRUCTED IN ACCORDANCE WITH TITLE 19" on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Road (APNs 163-01-103-001 and 004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

28. 21-0563-VAC1 - VACATION - PUBLIC HEARING - APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL - For possible action on a Land Use Entitlement project request for a Petition to Vacate public right-of-way generally located on the west side of Main Street between Commerce Street and Gass Avenue, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

29. 21-0591-VAC1 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC - For possible action on a Land Use Entitlement project request to vacate public drainage easements, public sewer easements, public right-of-way, pedestrian access easements, traffic control and streetlight easements on 12.67 acres generally located on the northeast corner of Drake Drive and Grand Canyon Drive (APNs 125-07-110-002 and 125-07-501-006), T-D (Traditional Development) Zone [MLA (Medium-Low Attached) Skye Canyon Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

30. 21-0598-SNC1 - STREET NAME CHANGE - PUBLIC HEARING - APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC - For possible action on a Land Use Entitlement project request FROM: PERIGREE AVENUE TO: MOUNT HADLEY AVENUE generally located at the southwest corner of O'Hare Road and N Skye Canyon Park Dr, T-D (Traditional Development) Zone [L (Residential Low) Sunstone Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

31. 21-0600 - PUBLIC HEARING - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC - For possible action on the following Land Use Entitlement project requests of 4.07 acres on the north side of W Skye Canyon Park Dr, approximately 595 feet west of Egan Crest Drive (APNs 126-12-614-065 and 066; 126-12-614-111 through 114 and 126-12-695-006), T-D (Traditional Development) Zone [ML (Residential Medium-Low) Skye Canyon Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

31a. 21-0600-VAC1 - VACATION - TO VACATE RIGHT-OF-WAY ALONG WITH EXISTING DRAINAGE AND SEWER EASEMENTS

31b. 21-0600-TMP1 - TENTATIVE MAP - SKYE CANYON PARCEL 2.10 (LOT 99A) - FOR A THREE-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

PLANNING - DISCUSSION

32. 21-0442 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: VEGAS HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue (APN 138-01-301-017), R-E (Residence Estates) Zone, Ward 5 (Crear). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

32a. 21-0442-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW A 38-FOOT WIDE PRIVATE STREET WHERE 47 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON LEON AVENUE WHERE SUCH ARE REQUIRED

32b. 21-0442-VAR2 - ABEYANCE ITEM - VARIANCE - TO ALLOW A PROPOSED STUB STREET TERMINATION WHERE A CUL-DE-SAC IS REQUIRED

32c. 21-0442-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - HICKAM & LEON WEST - FOR A NINE-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

33. 21-0443 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: VEGAS HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue (APN 138-01-302-002, 003, and 004), R-E (Residence Estates) Zone, Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

33a. 21-0443-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW A 38-FOOT WIDE PRIVATE STREET WHERE 47 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON HELEN AVENUE WHERE SUCH ARE REQUIRED

33b. 21-0443-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - HICKAM & LEON EAST - FOR A SIX–LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

34. 21-0224 - PUBLIC HEARING - APPLICANT: PETER OZIGNU - OWNER: THE KENECHI TRUST - For possible action on the following Land Use Entitlement project requests on 0.40 acres at 3702 Vegas Drive (APN 139-19-812-007), Ward 5 (Crear). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

34a. 21-0224-ZON1 - REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL)

34b. 21-0224-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT

35. 21-0416-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC - For possible action on an Appeal of the Denial by the Planning Commission on a Land Use Entitlement project request for a Major Amendment of an approved Special Use Permit (SUP-72575) FOR A MASSAGE ESTABLISHMENT USE TO CHANGE HOURS OF OPERATION FROM: 6:00 A.M. TO 10:00 P.M. TO: 9:00 A.M. TO 2:00 A.M. DAILY at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

36. 21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

37. 21-0497 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a Land Use

Entitlement project requests on 2.50 acres (APNs 138-10-101-006 and 138-10-196-002) at 7418 Constantinople Avenue, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

37a. 21-0497-GPA1 - GENERAL PLAN AMENDMENT - FROM: R (RURAL) TO: PF (PUBLIC FACILITIES)

37b. 21-0497-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC)

38. 21-0536-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ROBERT TAYLOR - OWNER: ANDANDOLINDO, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED 1,700 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE at 200 Hoover Avenue, Suite #150 (APN 139-34-412-171), C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

39. 21-0564 - PUBLIC HEARING - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC - For possible action on the following Land Use Entitlement project requests on 0.33 acres at 5235 West Charleston Boulevard (APN 163-01-502-001), Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the entire Land Use Entitlement project.

39a. 21-0564-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

39b. 21-0564-VAR1 - VARIANCE - TO ALLOW A 50-FOOT WIDE LOT WHERE 100 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A FOUR-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED

39c. 21-0564-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 2,300 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE WITH A WAIVER TO ALLOW A 14,374 SQUARE-FOOT SITE WHERE 25,000 SQUARE FEET IS THE MINIMUM ALLOWED

40. 21-0587-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LIJIA JIANG - OWNER: 4865 E FLAMINGO RD, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED MASSAGE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY WHERE 400 FEET IS REQUIRED at 8221 West Charleston Boulevard, Suite #104 (APN 163-04-117-003), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

41. 21-0593 - PUBLIC HEARING - APPLICANT: AVISION DEVELOPMENT PARTNERS, LLC - OWNER: ANN ROAD I-215 INTERCHANGE, LLC - For possible action on the following Land Use Entitlement project requests on 5.00 acres at the northeast corner of Hammer Lane and Shaumber Road (APN 126-36-101-008), Ward 6 (Fiore). Staff recommends APPROVAL on 21-0593-ZON1 and 21-0593-VAC1. Staff recommends DENIAL on 21-0593-VAR1, 21-0593-VAR2 and 21-0593-TMP1. The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

41a. 21-0593-ZON1 - REZONING - FROM: U (UNDEVELOPED) [NMXU (NEIGHBORHOOD MIXED-USE CENTER) GENERAL PLAN DESIGNATION] TO: R-TH (SINGLE FAMILY ATTACHED)

41b. 21-0593-VAR1 - VARIANCE - TO ALLOW NONSTANDARD PRIVATE STREETS BEHIND A GATE, STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED AND A CONNECTIVITY RATIO OF 1.00 WHERE 1.30 IS REQUIRED

41c. 21-0593-VAR2 - VARIANCE - TO ALLOW 10-FOOT PERIMETER RETAINING WALLS WHERE SIX FEET IS THE MAXIMUM ALLOWED AND AN OVERALL PERIMETER WALL HEIGHT OF 16 FEET WHERE 12 FEET IS ALLOWED

41d. 21-0593-VAC1 - VACATION - PETITION TO VACATE U.S. GOVERNMENT PATENT EASEMENTS

41e. 21-0593-TMP1 - TENTATIVE MAP - THRIVE TOWNHOMES - FOR A 63-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

42. 21-0599 - PUBLIC HEARING - APPLICANT/OWNER: WLCL LENDING, LLC - For possible action on the following

Land Use Entitlement project requests on 17.85 acres on the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APNs 140-30-503-001 and 002; and 140-30-520-017 through 033), Ward 3 (Diaz). Staff recommends APPROVAL on 21-0599-ZON1. Staff recommends DENIAL on 21-0599-VAR1 and 21-0599-TMP1. The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

42a. 21-0599-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) AND R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) TO: R-TH (SINGLE FAMILY ATTACHED)

42b. 21-0599-VAR1 - VARIANCE - TO ALLOW STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED

42c. 21-0599-TMP1 - TENTATIVE MAP - LAMB & OWENS - FOR A 222-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

REPORTS AND PRESENTATIONS

43. Report by Seth T. Floyd, Director of Community Development, regarding the inspection program for certain non-transient lodging properties, also known as the Hotel/Motel Rental Inspection Program (HMRIP)

44. Report by Jorge Cervantes, City Manager, and Louis Molina, Director of Public Safety, regarding the contractual agreement for animal services in the City - All Wards

SET DATE

45. 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

46. 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.

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

COUNCIL MEMBER RECOGNITION

48. 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: December 15, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 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: December 15, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Charlotte Parker, Community Spiritual Center

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
5

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

SUBJECT:
Recognition of the Employee of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Employee of the Month Slide for Marco Velotta


CITY OF LAS VEGAS
NEVADA
Employee of the Month | December 2021
Marco Velotta
Submitted at Meeting
Date: 12/15/21 Item: 5
By Staff

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
6

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

SUBJECT:
Recognition of Freed's Dessert Shop Downtown

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 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: December 15, 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: December 15, 2021

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the November 17, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
10

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220053-PH, Professional Services for Investment Advisor - Employee Defined Contribution Retirement Plans - Department of Human Resources - Award recommended to: INNOVEST PORTFOLIO SOLUTIONS, LLC

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This agreement provides for professional investment advisory services for City of Las Vegas employees and retirees participating in the City's defined contribution retirement plans. A retainer fee of $76,000 for the initial two-year term will be paid by participants, withheld from plan assets. The agreement term is two (2) years with up to five (5) two-year renewal options. This award recommendation is made as the result of a competitive Request for Proposals process. Innovest Portfolio Solutions is located in Denver, Colorado.

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

BACKUP DOCUMENTATION:
1. Contract No. 220053-PH
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT

for Investment Advisor - Employee Defined Contribution Retirement Plans

THIS CONTRACT is being entered into this _____ day of _____, _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Innovest Portfolio Solutions, LLC, (hereinafter the "Company"), a Colorado limited liability company having its principal office at 4643 S. Ulster Street, Suite 1040, Denver, Colorado 80237.

SECTION A – Contract Overview

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

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Investment advisor and consultant services.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** December 31, 2023	**Option Periods** Five two-year periods
Contract Type As defined in Section B-1	The contract type is Firm Fixed Fee		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$76,000		

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Scope of Work Exhibit B – Excerpted Proposal Attachment 1 - Certificate of Disclosure

(c)

City Project Manager Per Section D-4, (a)	**Name** Vince Zamora	**Phone** (702) 229-5043	**Email** vzamora@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Gordon Tewell	**Phone** (303) 694-1900	**Email** gtewell@innovestinc.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Wendy Dominguez	**Address** 4643 S. Ulster St, Suite 1040 Denver, CO 80237	**Email** wdominguez@innovestinc.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

(b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above. The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Fixed Fee Contract"* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company's cost experience in performing the Contract.

(f) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

Services and Deliverables will be provided in accordance with the Scope of Work attached as "Exhibit A" and the Excerpted Proposal attached as "Exhibit B."

C-2 Fees

The City will pay the Company a Fixed Fee of $9,500 per calendar quarter, billed in arrears.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Payment Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

(b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

(a) After the initial term of this Contract, pricing for the Services may be revised due to fluctuations in the cost of doing business incurred by the Company. If an increase occurs in the cost of doing business, the Company may request one (1) price escalation each Contract term, provided written justification is submitted to the City at least sixty (60) calendar days before the renewal date of the Contract. The City shall, in its sole discretion, determine if the price revision is justified for any subsequent annual renewal option year or extension that may be exercised by the City.

(b) Any pricing revision requested pursuant to this section may not exceed the lesser of: 1) the percentage increase in the Consumer Price Index for all urban consumers (CPI-U), calculated from Award Date through the most recent published CPI-U at the time the request is made; or 2) 3% increase over the most recent effective Fixed Fee.

(c) Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective on the Contract renewal date.

D-3 Invoices [CAO-9/2020]

The Company will bill all fees to the City. The City shall authorize the plan sponsor to remit payment to the Company for services rendered under this Contract. The City is not released from financial responsibility and shall assume and remit payment for all amounts not satisfied by the plan sponsor. The Company shall provide the City with a valid invoice for any outstanding balances, and upon reconciliation of all errors, corrections, and disputes, payment to the Company will be made in full within thirty (30) calendar days.

D-4 Project Manager/Company Representative [CAO-8/28/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [R]

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

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

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

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for

injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Company's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City, with the exception of Professional Liability self-insured retention, which may not exceed $250,000 without the prior written approval of the City.

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

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

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

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D-6 Warranty – Services [CAO-4/2020]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with

accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

(b) The parties shall provide written notification of any change in the information stated above.

(c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the

City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically when appropriated funds expire and are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, “Insurance”, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the “City”) from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the “Liabilities”) which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company’s part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company’s officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related

to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract,

shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

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

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 – Reserved

E-32 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-33 Miscellaneous [CAO – 4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

Tonya Kemble
Manager, Purchasing & Contracts — Date

INNOVEST PORTFOLIO SOLUTIONS, LLC

Wendy Dominguez
President and Co-Founder — Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk — Date

APPROVED AS TO FORM:

Deputy City Attorney — 11/22/21 Date

Crislove A. Igeleke
Deputy City Attorney

EXHIBIT A - SCOPE OF WORK

The Company will work closely with the City's Deferred Compensation Plan Investment Committee (the "Committee"), Human Resources staff, and provider staff as necessary, to provide the below services.

The City requires regular quarterly consulting services to monitor and advise on investments, as follows:

1. Capital market summaries and investment performance review, including fund search, recommendations for fund changes, or recommendations for those to be placed on or removed from watch status.
2. Presentation of all required information in person at quarterly Committee meetings.

Periodically, the City will request additional consulting services

1. Investment lineup share class analysis, if the City is considering replacing funds.
2. Investment policy statement, as requested.
3. Plan fees and expense review, if the City is considering requesting proposals for record keeping services.
4. Asset classification and model portfolios, if the City is considering a new fund lineup.
5. Fiduciary training and investment education, when new members are added to the Committee (infrequently), or as requested.
6. General consulting services as requested, to include recommendations for improvements in plan participation, communications, competitive and trending practices, key legal updates, and staff support for occasional plan analytics, special studies, coordination with plan provider as needed, and plan provider search support

Section 1 – Cover Page & Business Information

(a) Offeror's legal name, including DBA if applicable, and address for legal notices.

Innovest Portfolio Solutions, LLC (Corporate Headquarters)
4643 S. Ulster St, Suite 1040
Denver, CO 80237

(b) Name, title, phone number(s) and email address of an individual authorized to bind the Offeror.

Wendy Dominguez
President and Co-Founder
303-694-1900 ext. 301
wdominguez@innovestinc.com

(c) Name title, phone number(s) and email address of the representative authorized to negotiate on behalf of the Offeror and answer questions regarding the Proposal.

Paul Nacario, AIF®
Vice President
480-250-0268
pnacario@innovestinc.com

(d) Details of all Offeror-held national, state, and local licenses, registrations, and certifications applicable to performance of the subject work. If applicable, include subcontractor licenses, registrations, and certifications.

Innovest is a Registered Investment Advisor through the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Innovest's CRD number is 106110.

Additionally, each of our consultants maintain a Series 65 license through FINRA. The Series 65 exam, the Uniform Investment Adviser Law Examination, covers laws, regulations, ethics, and topics such as retirement planning, portfolio management strategies and fiduciary responsibilities.

Innovest consultants are considered fiduciary experts. Our consultants hold many professional certifications which include fiduciary standards: Accredited Investment Fiduciary Auditor (AIFA®), Accredited Investment Fiduciary (AIF®), Chartered Financial Analyst (CFA), Certified Financial Planner (CFP®), Certified Pension Consultant (CPC), Juris Doctor (JD), and Master of Business Administration (MBA).

Please see Section 1 for Innovest's ADV Part I and Part II.

Section 2 –Qualifications and Experience

(a) Offeror's Experience. Describe Offeror's experience in providing comprehensive, full-service governmental plan investment advisor service, including broad plan consulting services, including information and examples which substantiate successful and reliable past performance and history of adherence to budget and schedule constraints. Provide a brief description of the Offeror's business history and number of years in operation.

Innovest is a trailblazer, a steward, and a true innovator in serving our clients from our offices in Arizona, Colorado, California, and Florida. In 2020, through a competitive bid process, Innovest became the investment advisor for the City of North Las Vegas. Guided by our mission of stewardship, our mantra is **We Make Retirement Work**. We steadfastly seek to improve retirement outcomes for employees and reduce fiduciary risk for employers, all executed with uncommon service.

At our founding in 1996, Innovest recognized the challenges facing retirement plan sponsors and participants and was compelled to bring forward innovative solutions. We set out to provide expert retirement plan consulting for public

plans as a fiduciary, on a clear, transparent fee-only basis. We intentionally broke the pattern of hidden, confusing, opaque, and often excessive mutual fund revenue sharing as the method of compensating advisors and recordkeepers. We saw misaligned incentives and expensive retirement plans as a source of diminished opportunity for participants to successfully and adequately save and invest for retirement. We brought together, in a single company, experts in retirement plan compliance, plan design, fiduciary governance, recordkeeping, education, and investment due diligence to create a truly comprehensive retirement plan consulting firm.

Great ideas garner significant attention, and our success using plan design to make it easy for participants to save for retirement has been nationally recognized. Objective and independent investment discipline has led us to the creation of customized, streamlined, modern, and conflict-free investment menus that help ensure the investment options offered to your employees will help them reach their retirement goals. Our success and focus also extends to serving the needs of plan sponsors by offering uncommon service and decreasing administrative burdens.

The most prominent and prestigious legal firms in the country recognize our extensive fiduciary expertise. In 2005, we were tabbed as an expert witness in one of the nation's highest profile fiduciary breach cases. We have since consulted and provided testimony on more than 70 significant, precedent-setting cases, having witnessed both the good and bad of retirement plan governance. Along the way we have learned firsthand how we can best protect our clients under the watchful eyes of plaintiff class-action attorneys.

Today, Innovest consults on more than 190 retirement plans holding nearly $27 billion in assets. The vast majority of our clients are public plans. Our very first retirement plan client was a public entity and we have grown our business plan by plan through client referrals. In the last 25+ years, our team has grown to 54 employees, all with a unified mission to **Make Retirement Work**.

Making Retirement Work

Innovest is uniquely positioned to serve as the City's investment consultant because of our vast experience with public plans, our ability to improve participant retirement readiness, our independence, our focus on governance, and our ability to protect your Committee. We will work tirelessly to ensure your plan participants have the tools they need to fulfill their dreams for retirement. The Innovest consulting team that was handpicked for the City of Las Vegas and is not affiliated with a large firm that includes multiple teams around the country.

Public 457(b) and 401(a) Plan Experience

Innovest specializes in working with public plans and has done so for 25+ years. We serve many clients like the City of Las Vegas that have multiple retirement plans, such as 401(a) money purchase plans, and 457(b) deferred compensation plans. We have a big presence in the Southwest, and we are ready to go to work for the City. Our expertise in working with multiple plan arrangements positions us to deliver the best available solutions. Our team has deep expertise in retirement program design, compliance, vendor management, vendor consolidation, annuity structures, and education design and delivery, which means that you will see plan improvement at every level. Your Innovest consultants are supported by a robust team of analysts and client support staff.

Improving Participant Retirement Readiness

Innovest strives to improve retirement readiness for each client we serve. We achieve this by ensuring that plan design aligns with participant demographics and behavior while continuing to improve plan economics, designing streamlined investment menus, and implementing with high-quality investment managers. We also execute thoughtful and thorough ongoing due diligence in addition to creating custom participant education solutions. We Make Retirement Work by improving retirement readiness for your participants.

Complete Independence

The retirement plan industry is rife with conflicted guidance from a sales-driven revenue model that encourages many brokers to bias their recommendations with investments that benefit the broker instead of or in addition to the client. Many have other loyalties to selling insurance and other products to each client they work with. Innovest is different. We are completely independent and eschew any sort of revenue that might color our opinions or sway us from

anything but objective analysis. Our clients deserve nothing less than the best of our thinking, so maintaining that independence of thought is critical to how we operate.

Focus on Governance and Protecting Your Committee

By serving in a fiduciary capacity, Innovest mitigates risk for our clients. Innovest's fiduciary expertise is demonstrated through our participation in 71+ expert witness engagements where we have been called to testify and offer supporting research and opinions on cases involving fiduciary breaches. Bill Fender, CPA and J.D. and Wendy Dominguez, MBA, lead our expert witness practice. This practice gives us first-hand experience in helping our clients avoid litigation and fiduciary breaches of duty. We Make Retirement Work by protecting you as a plan sponsor.

Uncommon Service

Our 6:1 client to employee ratio and team approach means that the City can count on Innovest team members to be available when needed. You will work with a partner who is committed to making you a raving fan.

As a part of our commitment to delivering uncommon service, each year, we measure our client's experience via a customer service survey. The level of overall satisfaction with our services in 2020 was 4.7 on a scale of 5. Our highest score was treatment by our entire team and knowledge and experience of our consultants, in which categories we scored 4.7 out of 5. We believe this is evidence that we provide unparalleled service to our clients.

We Make Retirement Work

We do this by implementing a time-tested process that will deliver measurable results to your participants and the City's Committee. We have analyzed your current arrangements and we are eager to share our recommendations.

Innovest was founded on July 1, 1996. We are a privately held, employee-owned firm.

Please see below for examples of our firm's national recognition:

- *Pensions & Investments*, Innovest ranked as the 54th largest investment consultant in the nation, 2020
- *PlanAdviser*, Top 100 Retirement Plan Advisers of the Year, 2019, 2018
- National Association of Plan Advisors, Top DC Advisor Firm, 2019, 2018, 2017
- *Pensions & Investments*, Best Places to Work in the Nation, 2020, 2019, 2018, 2017, 2016, 2014
- *Financial Advisor*, # 14 RIA Ranking, 2016
- *Employee Benefit Adviser*, Most Influential Women in Benefit Advising (Innovest President Wendy Dominguez), 2016
- *Pensions & Investments*, Eddy Award, 2016
- *PLANSPONSOR, The Retirement Plan Adviser Team of the Year, 2014 to 2015*

Please see below for an example of our thoughtful work with governmental plans:

Active Choice

One of our large municipal 457 clients dealt with the issue of increasing participation in their 457 plan. Please see our case study below on how we were able to assist them in meeting their goals.

Challenges

- The Plan Committee could not reasonably implement auto enrollment due to City and County statutes. Instead, the Plan implemented active choice enrollment, replacing a traditional opt-in method.

Actions

- Enrollment in the 457(b) Plan was included in online benefit programs, thanks to a customizable HR system implemented earlier that year.
- In November of 2017, the Committee included 457(b) enrollments in their open enrollment process for other employee benefits.
- All active employees saw the 457(b) plan election and needed to make an "active choice" regarding plan participation, regardless of participation status prior to the open enrollment period.

- The selection screen defaulted to enroll in the plan at a 3% deferral rate. Enhanced language was used with the enroll option reading "Choose now to start saving for a comfortable lifestyle for the rest of your life by electing to contribute to the 457(b) Retirement Plan."

Outcomes

- The average enrollment from 2014 – 2016 was 48 new enrollments per month. During 2017, the average new enrollments increased to 75 per month – a 56% increase. Contributions also increased 13.4% year-over-year for the same time period, with 42% of active employees increasing contribution rates.
- The plan had 696 new enrollments due to the November 2017 open enrollment process, with an effective date of January 2018. There were 8,198 non-participating employees during this period, which means that 8.5% of these employees elected to begin contributions after open enrollment. Of the new enrollments, 303 were employees who had been with the municipality for more than five years.
- The plan won a Leadership Recognition award from NAGDCA in 2018 for excellence and innovation.

(b) Minimum Qualifications. Demonstrate compliance with minimum qualification requirements:

i. Experience with governmental defined contribution and employer matching deferred compensation plans.

Public Plan Expertise

As mentioned above, our team has deep expertise in governmental defined contribution retirement program design, compliance, vendor management, vendor consolidation, annuity structures, and education design and delivery which means that you will see plan improvement at every level.

Innovest is nationally recognized for our retirement plan expertise, receiving the prestigious Eddy Award from *Pensions & Investments* in 2016 based on our performance in a vendor consolidation for a public plan, and was named the Retirement Plan Team of the Year by *PLANSPONSOR* in 2014.

We have professionals that have been in the public sector plan sponsor's role, supervised recordkeeping systems and coordinated plan conversions as well as worked for plan providers; we therefore have a keen understanding of the issues facing pension committees and plan trustees, including vendor evaluation. We are uniquely qualified to provide the services detailed in the City's Scope of Work and will add immediate value. Innovest understands the rules and characteristics unique to public plans.

Our expertise also extends to our relationships with providers. We believe it is very important to work closely and collaboratively with a client's recordkeeper while always keeping a client's best interests in mind. We work to maintain positive relationships with the firm providing retirement plan services in the knowledge that a positive working relationship furthers the interests of our clients. While we have observed other consulting firms dominate the relationship with the plan sponsor, we have found that working collaboratively with Nationwide on mutual clients has produced positive outcomes for participants and the plan sponsor. For example, open lines of communication keep us abreast of the providers' planned service enhancements. Knowledge of new services and offerings allows us to better consult to our clients. While we want to maintain positive relationships with management, we maintain acute awareness of our role as co-fiduciary and ultimate client advocate. We have no financial relationship with any retirement plan services provider.

Innovest currently serve 103 employer match plans.

Employee Match Case Study

A large plan sponsor was concerned about the ability for plan participants to reach a comfortable retirement. Additionally, the sponsor wished to create the ability to attract talent in a highly competitive environment. Secondary goals were to encourage greater participation, increase employee savings, reduce high initial turnover and to share retirement costs.

A key challenge was the plan sponsor's wish to stay relatively cost-neutral in making the changes. Uncertainty of the reaction by plan participants in how they would act under the new structure was also a challenge.

Innovest partnered with the plan sponsor to review all aspects of plan design. The process analyzed retirement readiness by age and tenure and looked at levels of voluntary deferrals across employee types. As a result, we considered multiple design changes across many plan features.

After thoughtful consideration, the following changes were made:
• Changed non-elective employer contribution to an employer match contribution.
• Established vesting on match contributions to assist with retention and to keep costs under control.
• Established automatic contribution arrangements defaulting new employees into the 457(b) plan, at a level which maximizes the employer match.
• Established that the employer match would be contributed to the 401(a) as to not offset the employee's 457(b) plan limits.
• Considered establishing a 415(m) plan to allow for highly compensated staff to defer above the 415(c) limit.
• Total contributions for those maximizing the match were increased from 15.2% to 19.2%.

The changes ensured that employees would be at a level of contributions that would more successfully get them to a prosperous retirement over a full career while effectively keeping the changes to the cost of the plan relatively neutral.

Innovest professionals are members of the National Association of Government Defined Contribution Administrators (NAGDCA), an organization made up of the deferred compensation/defined contribution plan administrators from across the nation. Many Innovest clients regularly attend this conference and Innovest is a regular sponsor and speaker.

Please see our Public Sector Client List below:

Innovest Public Sector Client List

Adams County, CO 457
Adams 12 Five Star Schools 403(b)
Arapahoe County, CO 457
Aurora Police, CO 401(a)
City of Aurora, CO 401(a)
City of Aurora, CO 457
Bismarck Fire Fighters Relief Association, ND
Boulder Fire & Police, CO 401(a)
City of Boulder, CO 457
City of Brighton, CO 401(a)
City of Brighton, CO 457
City of Chandler, AZ 457
Cherry Creek Public Schools 403(b)
City of Commerce City, CO 401(a)*
CIRSA- Colorado Intergovernmental Risk Sharing Agency 401(a)
City and County of Denver, CO 457
City of Englewood, CO DB
City of Englewood, CO 401(a)
City of Englewood, CO 457
City of Englewood Police 401(a)
City of Fort Collins, CO 401(a)
City of Fort Collins, CO 457
City of Fort Collins Police Pension, CO
City of Golden, CO 401(a)
City of Golden, CO 457
City of Grand Junction, CO MPPP*
City of Kansas City, MO 457
City of Littleton, CO 401(a)
City of Longmont, CO 401(a), DB
City of Loveland, CO 401(a)
City of Loveland, CO 457
City of Loveland Fire, CO 401(a)
City of Loveland Police*
City of Mesa, AZ 457
City of Mesa Fire and Medical, AZ 401(a)
City of Mesa Fire and Medical, AZ 457
City of Northglenn, CO 401(a)
City of Northglenn Police, CO 401(a)
City of North Las Vegas, NV
City of Scottsdale, AZ 457
City of Thornton, CO 401(a)
City of Thornton, CO 457
City of Thornton Fire, CO 401(a)
City of Thornton Police, CO 401(a)
City of Tucson, AZ 401(a)
City of Tucson, AZ 457
City of Tucson Fire
City of Westminster, CO 401(a)
City of Westminster, CO 457
City of Wheat Ridge, CO 401(a)
City of Wheat Ridge, CO 457
City of Wheat Ridge Police, CO 401(a)
Colorado Higher Education ORP
Colorado School of Mines 401(a)
Colorado State University 403(b)
Colorado State University OPEB
Colorado School of Mines 403(b)
County of Santa Clara, CA 457
Colorado Retirement Association 401(a)
Colorado Retirement Association 457
Denver Health Authority 401(a)
Denver Health Authority 457
Denver Housing Authority 401(a)
Denver Housing Authority 457
Denver Public Schools 403(b)
Denver Public Schools 457
Denver Public Schools 401(a)
Denver Regional Council of Governments 401(a)
Denver Regional Council of Governments 457
Jefferson County Public Schools 403(b)
Larimer County, CO 401(a)
Larimer County, CO 457
Littleton Public Schools 401(a)
Littleton Public Schools 457
Littleton Public Schools 403(b)
Metro Wastewater
Metropolitan State University*
Moffat County, CO 401(a)
Moffat County, CO 457
Northern Colorado Water 401(a)
Northern Colorado Water 457
Pitkin County, CO 401(a)
Poudre Fire New Hire & Old Hire 401(a)
Board of Pueblo Water Works, CO DB
Board of Pueblo Water, CO 457*
Regional Transportation District 401(a)
Roaring Fork Transportation Authority 401(a)
Santa Clara Valley Water District, CA 401(a)
Santa Clara Valley Water District, CA 457
Summit County, CO 401(a)
Town of Breckenridge, CO 401(a)
Town of Breckenridge, CO 457
Town of Gilbert, AZ 457
Town of Oro Valley, AZ 457
Valley Metro, AZ*
Town of Vail, CO 401(a)
Town of Vail, CO 457
Town of Vail Recreation District 401(a)
Town of Vail Recreation District 457
University of Colorado 401(a)
University of Colorado 403(b)
University of Northern Colorado Optional Retirement Plan*

We did not use performance-based criteria in determining clients included in the list. It is not known whether the listed clients approved or disapproved of the services provided. This list was created using the following objective criteria: Innovest's public sector defined contribution retainer and project clients as of September 2021. Asterisk indicates a project.

ii. Current comparably sized clients with up to 3,000 eligible employees.

Innovest currently serves 18 plans that have more than 3,000 eligible employees.

iii. History of client retention and high-level satisfaction assessments.

Innovest's client retention rate is 95%. Our 6:1 client to employee ratio and team approach means that the City can count on Innovest team members to be available when needed. You will work with partners who are committed to making you a raving fan.

As mentioned previously, part of our commitment to delivering uncommon service, each year, we measure our client's experience via a customer service survey. The level of overall satisfaction with our services in 2020 was 4.7 on a scale of 5. Our highest score was treatment by our entire team and knowledge and experience of our consultants, in which categories we scored 4.7 out of 5. We believe this is evidence that we provide unparalleled service to our clients.

(c) Key Personnel Experience. Designate the key person who would be assigned as Company Representative and any key project staff. Include current resumes. Identify particular experience and/or skills that would be applicable to the services required.

Innovest uses a team approach designed to provide depth in consulting experience and expertise, and to ensure continuity of service. The consulting team for the City of Las Vegas will be:

- Gordon Tewell, CFA, CPC, ERPA, QKA, Principal & Consultant
- Troy Jensen, QKA, APA, Vice President & Consultant
- Paul Nacario, AIF®, Vice President & Consultant, Company Representative/Relationship Manager

Your Innovest team will attend all meetings, review investments and partner with you for strategic planning. These consultants are supported by a robust team of analysts and client support staff. Additionally, Paul Nacario, the City's Company Representative/Relationship Manager, can meet with you on an unlimited basis in between quarterly performance meetings.

Innovest is a fiduciary to all of our clients, but that goes well beyond simply acting in your best interest in product recommendations. It means we will give you our absolute best thinking, thoughtful and specific advice, and the cumulative benefit of our many years of experience. It means we will be clear and transparent in communication and strive to make the complex understandable. It means we will never have proprietary products. It means, above all else, that we will demonstrate uncommon service in every interaction with you. When we execute on all of these, we forge strong, long-lasting relationships built on trust, a bond much stronger than a simple fiduciary contract.

Gordon Tewell, CFA, CPC, ERPA | Principal

Gordon joined Innovest in 2008 and is a Principal, Consultant, and a member of Innovest's Retirement Plan Practice Group. The group is a specialized team that identifies best practices and implements process improvements to maximize efficiencies for our retirement plan clients. Gordon is an occasional speaker at industry conferences including the *PLANSPONSOR* Annual Conference, *PLANADVISOR* Annual Conference, the National Association of Governmental Plan Administrators (NAGDCA) Annual Conference, the Colorado Public Plan Conference (CPPC), and the Rocky Mountain Benefit Plans Conference (RMBPC). Gordon has more than 25 years of retirement plan industry experience.

At Innovest, Gordon provides institutional consulting services to committees and boards of public-sector retirement plans. Due to his expertise in retirement plan design and management and in-depth understanding of Internal Revenue Code and Department of Labor rules and regulations, his responsibilities include consulting on plan design and features, plan health and retirement readiness, fiduciary responsibilities and protection, plan benchmarking, vendor search analysis, and investment menu design and implementation.

Prior to joining Innovest, Gordon worked for the Retirement Group at Merrill Lynch as a Relationship Manager. As a relationship manager, Gordon provided strategic direction to clients of an integrated benefit platform supporting defined benefit, defined contribution, non-qualified deferred compensation, and equity compensation plans. His experience also includes working as a plan sponsor as the Administrator of the City of Westminster Pension Plans. Gordon was responsible for all aspects of the City's five retirement plans and approximately $200 million in assets. Gordon's responsibilities included planning, developing, and delivering the education and communication programs, vendor selection and relationship management, strategic planning, and all compliance functions including maintenance of the plan document and IRS filings.

Gordon is a graduate of Colorado State University, graduating with a Bachelor of Science degree in economics. Gordon is a Chartered Financial Analyst (CFA) and is a member of the CFA Institute and the CFA Society of Colorado. Additionally, Gordon has received the Qualified 401(k) Administrator (QKA), Qualified Pension Administrator (QPA) and Certified Pension Consultant (CPC) designations from the American Society of Pension Professionals and Actuaries (ASPPA). The CPC designation is the highest non-actuarial designation available from ASPPA and requires in-depth understanding of IRS Code and DOL regulations and an extensive working knowledge of plan features and design. CPCs generally work alongside employers to formulate, implement, administer, and maintain qualified retirement plans. Gordon is also an Enrolled Retirement Plan Agent (ERPA). The ERPA designation allows the designee to represent clients before the IRS on certain retirement plan matters. He is a member of ASPPA, the Denver Chapter of the Western Pension and Benefits Conference and a founding Board member of the Colorado Public Plan Coalition.

Troy Jensen, QKA, APA | Vice President

Troy is a Vice President and Consultant at Innovest Portfolio Solutions. He focuses primarily on guiding retirement plan sponsors and institutional investors in execution of their investment, fiduciary, compliance, and operational responsibilities. Troy is part of Innovest's Retirement Plan Practice Group, a specialized team that identifies best practices and implements process improvements to maximize efficiencies for retirement plan clients.

Troy has earned a Qualified 401(k) Administrator (QKA) credential from the American Society of Pension Professionals and Actuaries (ASPPA) and an Accredited Pension Administrator (APA) designation from the National Institute of Pension Administrators (NIPA). He holds a Bachelor of Arts degree from Bethel University in St. Paul, Minnesota, with a dual-major of business and political science and a minor focus in psychology.

Prior to joining Innovest, Troy served clients as a retirement plan and investment consultant, trust officer and compliance specialist with Wells Fargo, Empower Retirement, ANB Bank, and Strategies Capital Management. Troy currently serves on the Board of Directors of the Western Pension & Benefits Council, Denver Chapter, as the Programs chair.

Paul Nacario, AIF®| Vice President & Relationship Manager

Paul is a Vice President for Innovest. He is responsible for business development and serves as a consultant. Paul has 30 years of experience in the defined contribution retirement marketplace. He is a member of Innovest's Retirement Plan Practice Group, a specialized team that identifies best practices and implements process improvements to maximize efficiencies for our retirement plan clients. He offers a unique perspective on the complexities of retirement plans having worked on the plan provider side of the marketplace. Paul is experienced in plan administration and recordkeeping, participant education, retirement plan design, Request for Proposal (RFP) process management, fee negotiation, investment portfolio construction, compliance testing, and fiduciary training.

Prior to joining Innovest, Paul worked for plan providers focusing on business development, including Nationwide, Hartford, and Charles Schwab. Paul graduated from the University of San Francisco with a Bachelor of Science in marketing and has passed the FINRA Series 7, 63, and 65 exams.

Paul has been involved with the National Association of Government Defined Contribution Administrators (NAGDCA) for over 20 years and was appointed to the Annual Conference Committee in 2021. Paul is also involved with the Government Finance Officers Association (GFOA), the National Association of Counties, the Unites States Conference

of Mayors, the International Association of Fire Fighters (IAFF), Western Pension & Benefits Council, California Society of Municipal Finance Officers, TEXPERS, and the League of Cities.

(d) Workload Accomplishment. Indicate the present workload of project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule. Estimate the percentage and kinds of work to be accomplished by the Offeror with staff presently residing locally.

Innovest uses a team approach to provide continuity of service. The proposed consultants for the City of Las Vegas have the capacity to devote sufficient time to meet the proposed schedule. Please see our work plan in Section 2 for a breakdown of tasks and the percentage of time for our consultants and analysts. As mentioned above Paul Nacario will function as the relationship manager for the City and will be available on call for any and all support the City requests.

(e) References. Provide names, phone numbers, email addresses and contact person(s) for at least three references for which similar services have been provided. Ensure these references have given permission to be contacted by the City.

The following references have received similar services and have given permission to be contacted by the city.

City of North Las Vegas
Will Harty, Finance Director
hartyw@cityofnorthlasvegas.com
(702)633-1462

City of Tucson
Art Cuaron, Pension Administrator
Art.Cuaron@tucsonaz.gov
(520)837-4379

City of Mesa
Mike Kennington, Chief Financial Officer
Michael.kennington@mesaaz.gov
(480)644-3606

Section 3 – Work Plan

(a) Describe in detail the Offeror's approach to providing the services described in the Scope of Work.

Please see below for a description of Innovest's approach to each aspect detailed in the Scope of Work, broken out by Lot 1 and Lot 2.

Lot 1 – Basic Services

The City requires regularly quarterly consulting services to monitor and advise on investments, as follows:

1. Capital market summaries and investment performance review, including fund search, recommendations for fund changes, or recommendations for those to be placed on or removed from watch status.

Confirmed. Each quarter, Innovest reports include information regarding the capital markets, economic climate, regulatory changes, monetary policy, and other factors influencing market conditions. Innovest has 25 years of experience in presenting plan performance, fund change recommendations, and watch list status to boards and committees. Performance reports can be uploaded to Innovest's client portal (InnoVault) emailed, mailed, or delivered in person by your consulting team. Performance reports will be customized to meet your needs and the unique characteristics of you plan. Our state-of-the-art, custom reports will, not only, reflect both short- and long-term past performance but will be a tool for future decision making.

Innovest utilizes sophisticated performance measurement capabilities to provide a comprehensive and informative evaluation of investment options on an ongoing basis. The organization and content of our performance measurement report will enable you to determine "why" performance results were achieved, and to identify adjustments which periodically become necessary to maintain performance and manage risk.

Innovest formally reviews each manager's performance on an ongoing basis. Innovest investment performance monitoring is comprised of two overlapping sequential procedures - performance measurement and performance evaluation.

Performance measurement consists of evaluating a manager's time weighted rates of return, characteristics, and sector commitments. This information is compared to both market indices and managers of similar styles. Peer group comparisons are essential to gauge the performance of any manager.

Performance evaluation consists of a top-down approach to the factors that contributed to the returns and identifying adjustments which periodically become necessary to maintain performance and manage risk.

The comprehensive quarterly performance reports created for our clients are tailored to include detailed analysis on each investment manager. They include a capital markets presentation, detailed investment performance data, a summary of the investment policy statement and a synopsis report card of the current managers within the plan. Our reports make it perfectly clear as to the total plan's performance, and more importantly, the report explains "why" performance happened. The report is an excellent compass for future decision making.

Your quarterly performance report will help you:

- Analyze the current macro-economic environment and returns of asset classes and sub-asset classes.
- Review the Investment Policy Statement for the plan, re-examine strategic allocations of the investment menu, and review securities guidelines
- Review the stated investment strategies of each of the managers in the plan
- Compare the performance of the managers with those of others following the same strategy or style
- Compare the risk-adjusted performance of the money managers
- Evaluate the performance of the money manager against benchmarks and security and guidelines in the investment policy statement

Performance reports also contain retirement plan topics and trends, a compliance update, the plan summary/plan blueprint, a fee review/benchmarking report, a menu summary, capital markets updates, the manager scorecard, and detailed fund pages.

Please see Innovest's Capital Markets pages, 12-21, in the sample performance report in Section 3.

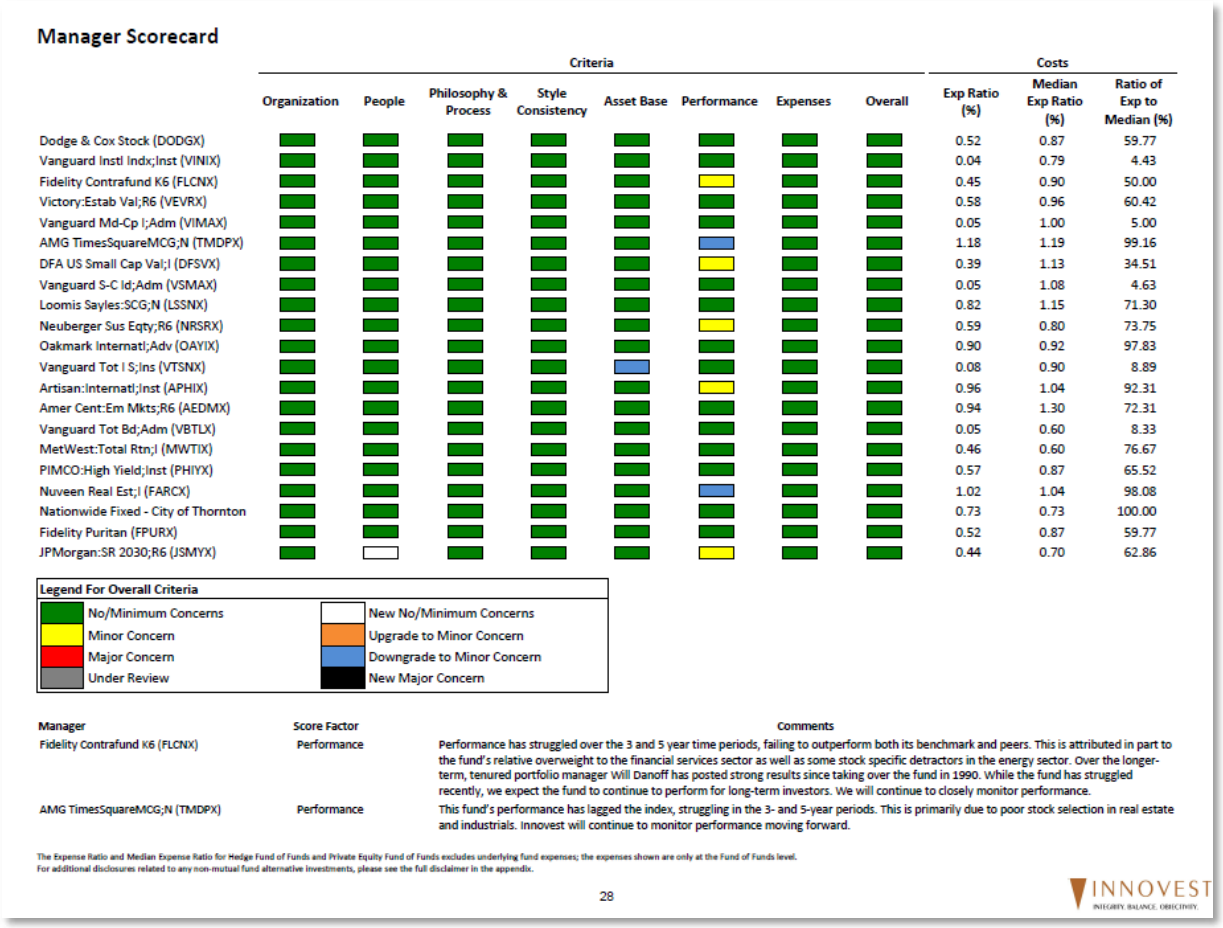
Monitoring the Plan's Investment Options

Innovest reviews monthly performance of all managers to identify any strategies that significantly underperformed their appropriate benchmark during the month. Each manager's performance is then analyzed using attribution techniques to determine why performance trailed the benchmark. We also regularly request portfolio strategy allocations and attribution from the managers. If there are concerns regarding performance or if the portfolio appears to be taking on excessive risk, we will clarify any issues and communicate our findings with our clients in the form of an intra-quarter memo. In addition to summarizing any noteworthy findings, our memos attempt to clearly articulate an overall opinion and any course of action that the client should take.

On a quarterly basis, we provide short narratives on each portfolio ranking in the bottom quartile for the given quarter. The narratives offer formal internal documentation on why the underperformance occurred and help ensure we are closely monitoring these underperforming managers. Multiple quarters of unexplainable underperformance can trigger a formal review, change in product scoring and possibly termination.

Additionally, our investment product rating system provides our clients an executive summary of the issues we believe are important in evaluating asset management firms. Quarterly, we rate each product in our client's portfolio by giving them a green, yellow, or red rating indicating there are no concerns, minor concerns, or major concerns surrounding that manager. For any manager that has minor or major concerns, we provide a commentary and advice as to whether the fund should potentially be replaced. In addition, we will provide clients with formal written recommendations intra-quarter if these types of issues should be considered immediately.

Formal reporting of this ongoing evaluation takes place with the client each quarter. Recommendations are made in writing either through our quarterly reporting process or intra-quarter if necessary. Please see below for our proprietary manager scorecard:



Manager Scorecard

	Criteria								Costs		
	Organization	People	Philosophy & Process	Style Consistency	Asset Base	Performance	Expenses	Overall	Exp Ratio (%)	Median Exp Ratio (%)	Ratio of Exp to Median (%)
Dodge & Cox Stock (DODGX)									0.52	0.87	59.77
Vanguard Instl Indx;Inst (VINIX)									0.04	0.79	4.43
Fidelity Contrafund K6 (FLCNX)									0.45	0.90	50.00
Victory:Estab Val;R6 (VEVRX)									0.58	0.96	60.42
Vanguard Md-Cp I;Adm (VIMAX)									0.05	1.00	5.00
AMG TimesSquareMCG;N (TMDPX)									1.18	1.19	99.16
DFA US Small Cap Val;I (DFSVX)									0.39	1.13	34.51
Vanguard S-C Id;Adm (VSMAX)									0.05	1.08	4.63
Loomis Sayles:SCG;N (LSSNX)									0.82	1.15	71.30
Neuberger Sus Eqty;R6 (NRSRX)									0.59	0.80	73.75
Oakmark Internatl;Adv (OAYIX)									0.90	0.92	97.83
Vanguard Tot I S;Ins (VTSNX)									0.08	0.90	8.89
Artisan:Internatl;Inst (APHIX)									0.96	1.04	92.31
Amer Cent:Em Mkts;R6 (AEDMX)									0.94	1.30	72.31
Vanguard Tot Bd;Adm (VBTLX)									0.05	0.60	8.33
MetWest:Total Rtn;I (MWTIX)									0.46	0.60	76.67
PIMCO:High Yield;Inst (PHIYX)									0.57	0.87	65.52
Nuveen Real Est;I (FARCX)									1.02	1.04	98.08
Nationwide Fixed - City of Thornton									0.73	0.73	100.00
Fidelity Puritan (FPURX)									0.52	0.87	59.77
JPMorgan:SR 2030;R6 (JSMYX)									0.44	0.70	62.86

Legend For Overall Criteria

No/Minimum Concerns	New No/Minimum Concerns
Minor Concern	Upgrade to Minor Concern
Major Concern	Downgrade to Minor Concern
Under Review	New Major Concern

Manager	Score Factor	Comments
Fidelity Contrafund K6 (FLCNX)	Performance	Performance has struggled over the 3 and 5 year time periods, failing to outperform both its benchmark and peers. This is attributed in part to the fund's relative overweight to the financial services sector as well as some stock specific detractors in the energy sector. Over the longer-term, tenured portfolio manager Will Danoff has posted strong results since taking over the fund in 1990. While the fund has struggled recently, we expect the fund to continue to perform for long-term investors. We will continue to closely monitor performance.
AMG TimesSquareMCG;N (TMDPX)	Performance	This fund's performance has lagged the index, struggling in the 3- and 5-year periods. This is primarily due to poor stock selection in real estate and industrials. Innovest will continue to monitor performance moving forward.

The Expense Ratio and Median Expense Ratio for Hedge Fund of Funds and Private Equity Fund of Funds excludes underlying fund expenses; the expenses shown are only at the Fund of Funds level.
For additional disclosures related to any non-mutual fund alternative investments, please see the full disclaimer in the appendix.

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For additional information on Innovest's services related to education, trending practices, special studies, and communications, please refer to our answer in question 6, starting on page on page 17. Please note that all services detailed in this question are included in our flat fee.

Fund Search Recommendations

Innovest's specific manager evaluation process focuses on selecting managers to represent investment styles within the various asset classes. Managers must have characteristics that are in-line with the benchmark and processes that segment the investable universe appropriately relative to the benchmark to be selected. Selecting managers that approximate the style of the benchmark is crucial to ensuring the integrity of the asset allocation during portfolio construction. This approach is based on industry studies that indicate that asset allocation is the most important determinant in portfolio performance. After defining the appropriate universes of style specific managers, we endeavor to select managers that can outperform the appropriate benchmark and peer group on a risk-adjusted basis over time.

Manager products and strategies are identified through our years of experience, through publications, database screening and research. We analyze and identify unique strategies and opportunities and integrate our distinctive risk management process to find investment products with a sustainable edge. We will provide insight regarding the fund's people, process, risk controls, strengths, and weaknesses.

Innovest utilizes extensive quantitative and qualitative criteria in the evaluation and selection of managers. We have a set of principles in our investment product due diligence process, and we have outlined certain issues that we believe are important in evaluating asset management firms.

Innovest will lead the Committee/Board through manager selection discussions and provide search books on each. In some cases, clients ask Innovest to make a single recommendation for each asset class. We will tailor our approach according to the wishes of the Committee/Board.

Please see Section 4 for a sample manager search book.

Watch List

Unexplainable underperformance can trigger a formal review and change in product scoring. Every manager has periods of time when they experience under-performance. The key to evaluating performance is to understand "why" performance lags and whether the reason is acceptable based on style, process, and philosophy.

A client's Investment Policy Statement will include specific criteria and guidelines for putting an investment on watch and a watch list report is generated for a client based on those criteria.

Innovest's Menu Observations

Our team of analysts have evaluated your current investment options and made the following observations. Please note these observations are made without the necessary in-depth knowledge of your participant base, other plan needs, and unique preferences that are necessary in making any investment decision for your participants. The below should be considered general suggestions that would lead to meaningful conversations with your committee.

Considerations:

1. Negotiate Fixed account fees and crediting rate
2. Consolidate menu to reduce overlap and improve diversification
3. Trim exposure to:
   - Specialty Equity Funds (energy, real estate, etc.)
   - Global Funds
   - Balanced Funds
4. Consider cheaper alternatives in growth and value spaces

2. Presentation of all required information in person at quarterly Committee meetings.

Confirmed. Innovest will meet with the City of Las Vegas in person on a quarterly basis to present your quarterly review.

The City desires to retain a consultant to provide these Basic Services on a fixed fee retainer basis.

Confirmed. Innovest works on a flat retainer fee.

Lot 2 – Additional Consulting

1. Investment lineup, share class analysis, if the City is considering replacing funds.

Confirmed. Innovest annually reviews a list of available share classes for each of our retirement client plan line-ups. We screen share classes by platform availability and investment minimum to show all investments that are accessible for a client's plan including CIT's and separate accounts. These share classes are then compared based on expense and revenue sharing. It is our goal to ensure that client plans are offering participants the lowest cost share class, considering each client's unique asset level and plan level revenue sharing structure. By reviewing the line-up's available share classes on an annual basis, we can take advantage of plan assets growing and meeting a lower cost share class's investment minimum, and we are able to make timely changes to new, lower cost share classes that are introduced by investment managers if they prove to be a better fit for the client's plan.

Many plans subject to litigation during recent years were often found liable for the failure to properly monitor share class eligibility and make changes when warranted. We view the annual share class review as a prudent approach intended to mitigate such liability for our clients.

2. Investment policy statement, as requested.

Confirmed. Innovest helps clients develop and/or modify and refine investment policy statements (IPS). Innovest views the IPS as a working document, the contents of which will change in accordance with any changes made to a multitude of variables. The document serves as a paper trail for future Committee members. We utilize the IPS to translate the established risk/reward characteristics for the portfolio into written investment guidelines or "job descriptions," and performance benchmarks for each manager and the total portfolio. The IPS also details the time horizon of the assets, liquidity constraints, and other considerations. The investment menu is reviewed quarterly to ensure compliance with the IPS.

The IPS we develop for our clients combines the elements of planning and philosophy covering six specific sectors which define asset class structures, investment objectives and risk management.

1. **Purpose and background.** The history, income and liquidity needs and any issues that are forthcoming should be disclosed.
2. **Statement of Objectives.** The desired interim and end results should be set in conjunction with a comprehensive review and assessment of projected financial requirements; desired number and type of options; attitudes, expectations, and experiences; and investment time horizon and quantifiable risk tolerance.
3. **Guidelines and Investment Policy.** This section is an appropriate place to articulate concerns and expectations and acknowledge the uncertainties of investing in the capital markets. A person reviewing the portfolio, such as an auditor or litigator, should be able to reconstruct the process that was followed in structuring the investment menu.
4. **Securities Guidelines.** This section should be specific enough to define the boundaries of the playing field for the funds retained. Yet, the securities guidelines should not be so specific that they hamper a manager's ability to produce expected returns. This section should also specifically state which securities, or activities are not permissible.
5. **Selection and Replacement of Money Managers or Funds.** By establishing very specific asset allocation parameters and fund selection criteria, it should be relatively easy to screen for an appropriate list of funds and define what will lead a product replacement or review. General criteria should include performance criteria and standards, legal constraints, and firm qualitative issues.
6. **Control Procedures.** There are numerous parties involved in the investment management process. Each service provider should have its specific duties and requirements delineated in this section. In addition, the investment management process triggers several reviews and events that should be scheduled periodically. i.e., review, termination, etc.

Innovest IPS Considerations.

We believe the IPS could be improved through the following suggestions:

- Consider including additional objectives about controlling costs, being a good fiduciary, etc.
- Consider adding a description of the roles and responsibilities for all the organizations involved in the plan (committee, advisor, recordkeeper, investment managers)
- Consider rethinking revenue sharing. Learn more about the complexities it adds and the fiduciary risks that it creates
- Consider adding a specific table which shows the funds selected in the plan and the benchmarks and universes they will be compared against.
- Consider adding a section about conflicts of interest
- Consider adding a section on monitoring the costs of the plan

3. Plan fees and expense review, if the City is considering requesting proposals for record keeping services.

Plan Benchmarking

Confirmed. Innovest has tremendous experience in benchmarking and evaluating our client's existing retirement plan service providers. Not only does the process include a review of the incumbent, but we also benchmark the provider to the current marketplace. We have conducted more than 125 vendor searches on behalf of clients. During that process, we have reviewed hundreds of proposals. Innovest has been involved in contract negotiations on behalf of these plan sponsors with 20 different vendors, saving them, in some cases, hundreds of thousands of dollars.

We monitor fees from one client's plan to another and will negotiate on behalf of our clients if we uncover discrepancies in fee structures. We have significant experience providing service benchmarking to evaluate the performance of the plan's recordkeepers. Through the issuance of multiple recordkeeping administrative provider RFPs for both retainer and project clients we have come to understand the service environment for plans extremely well. As we issue RFPs throughout the year, we learn of service enhancements and platform changes that allow us to transfer the current service capabilities of providers to our clients; ensuring that our clients' service levels are maintained at a constant "market competitive" level.

Of significant importance in fee benchmarking is the commonly discussed "hidden" fee, "revenue sharing", paid to the plan provider from the mutual funds within the plan. Another hidden fee missed by many advisors and plan sponsors is the revenue made by the investment arm of the plan provider. Many providers have a requirement for proprietary products or products managed by the provider's money management group. While not truly hidden, requiring that a plan use a certain number of proprietary products in their investment menu can be a significant source of revenue for the firm. Innovest believes that benchmarking all income received by the plan provider is important. We review overall plan costs, including those paid to the investment managers and how much of those fees are shared with the provider. Additionally, we will benchmark the amount your provider is receiving for the recordkeeping and administration of the plan. It is important to understand not only what the provider is charging but what they are earning. Often these numbers are very different. Based on the extensive number and range of RFPs we have issued over the past several years; we have a very good understanding of what total plan cost and provider revenue should be for your plan size. Additionally, Innovest has unique access to a private industry benchmarking database, the 401kSource, an industry benchmarking firm to assess your total fees against a large database of similar sized plans.

Using the information gathered through these vendor searches, we will compare the current plan structure and vendor to marketplace best practices in the following specific areas:

- Investments
- Investment Menu Structure
- Investment Policy
- Administration
- Employee Communication
- Investment Fees
- Plan Administration Fees

Innovest compares each mutual fund's expense ratio to the median expense ratio of similar funds, i.e., small cap value funds are compared to the small cap value peer group.

Request for Proposal for Recordkeeping Services

Innovest has significant experience assisting retirement plan sponsors in their review and/or selection of a recordkeeper and administration vendor through the release of a comprehensive Request for Proposal. Innovest coordinates the effort, evaluating and scrutinizing the candidates and delivering a summary document to the client.

The Request for Proposal RFP process is unique to each client's needs, expectations, experiences, staff, timeline, cost constraints and legal issues. The process is also an excellent tool to help the client understand how their current plan provider compares to those in the marketplace. Because of Innovest's vendor search activity, we can effectively recommend which vendors would be best suited to meet the needs of the plan.

Innovest's first step in the RFP process is an in-depth due diligence meeting with you as the plan sponsor. We believe one of the keys to a successful RFP is for us to fully understand your plan and how it operates, characteristics of your plan participants and their needs and your priorities. During this meeting we will discuss how your plan currently operates and any issues you see currently with plan operations. There is no better time to resolve plan issues than during the RFP process.

Additionally, we believe proper plan design is a key to a successful plan program. During the RFP process is also an optimal time to make plan design and feature changes. As your consultant, we will assist you in understanding how proper plan design and use of certain plan features can help you meet your goals as a plan sponsor. After discussing your current plan, your participants and your goals and coming to an understanding of what the "perfect plan" would look like for you, we will build a custom request for proposal document that addresses your needs.

The next step is to identify a universe of vendors to which the proposal would be sent by Innovest on the behalf of the City. Because of the initial in-depth understanding we acquire regarding your plan, your participants, and your priorities, we believe we can provide you with a list of candidates each of which we feel would easily fill your needs. We have significant knowledge of the vendor marketplace, and we can effectively recommend which vendors would be best suited to meet the needs of the City.

Innovest will complete the analysis of the firms and can provide you with as much detail on this analysis as you desire. We can provide a very thorough in-depth analysis, or we can provide an executive summary highlighting those areas that are key to you.

The final step in the evaluation process is to coordinate the finalist presentations with the client's retirement committee. These presentations will include a structured agenda ensuring that your priorities are being addressed and each vendor is evaluated consistently. Additionally, each vendor will be required to bring key personnel to the finalist presentation who will be assigned to the client if selected, including the relationship manager, day-to-day contact, education manager, and conversion manager. This ensures that the presentations will be more than a sales pitch and that there will be a good "fit" between the client and the future vendor.

Transitioning a Client's Plan to a New Vendor
We believe the conversion of a retirement plan to a new provider is just as crucial as the selection of that provider and as such perform these services for our clients including contract negotiation and conversion coordination.

Contract Negotiation
Our involvement in the RFP process should continue through the contract negotiation process ensuring that all items discussed or negotiated during the RFP process end up in your contract or service agreement with the provider.

Conversion Coordination
During the conversion, both assets and records need to move between providers in an efficient and timely manner. We work as an extension of the client during the conversion to oversee the entire process. Our experience in handling the complexity of a conversion enables a smooth and timely flow of information between all necessary entities. In addition, we will help ensure that deadlines are met, and the "blackout period" of the vendor transition is kept to a minimum.

We will help to develop a project plan, outlining the timeline for the entire process. In addition, we will facilitate weekly calls between the parties, so everyone involved is updated on the status of the transition. Our involvement also provides leverage for our clients. Because vendors view Innovest as a source of future business, they are motivated to improve all levels of customer satisfaction, including when being terminated as a plan provider. Innovest will develop a mapping strategy for the client to properly ensure that investments between vendors move to similar products. This approach will ensure that participants remain fully invested during the transition and that their over-riding asset

allocation remains in place. We will work with the selected vendor to properly communicate this process to the participants.

Please see Section 5 for a sample RFP deliverable.

4. Asset classification and model portfolios if the City is considering a new fund lineup.

Confirmed. Objective and independent investment discipline has led us to the creation of customized, streamlined, modern, and conflict-free investment menus that help ensure the investment options offered to your participants will help them reach their retirement goals.

As part of our mission to Make Retirement Work, Innovest believes optimized plan design is the best method to lead your employees to a successful retirement. Plan demographics and needs may dictate certain customized options, but Innovest generally favors simplicity when it comes to designing an investment menu.

Innovest begins the consulting process by assisting you in understanding how proper investment menu design can improve the overall experience for your participants. The key elements in investment menu design include considering the use of model portfolios, pooled or self-directed investments, and appropriate asset class coverage. This also includes building a menu with non-overlapping funds as well as utilizing model and target date portfolios, if appropriate. Studies have shown that more investment options are not always better for plan participants. Many participants are confused by the investments and end up not diversifying their asset allocation appropriately. The goal would be for each investment option to be distinct and different and can therefore be explained to participants.

Innovest often implements a three-tiered approach in designing an investment menu. Quality asset allocation funds, either target retirement date funds or risk-based model portfolios comprise the first tier and are an important part of all menus, as most employees are very interested in this type of investment assistance. Each year our Capital Markets Group provides for projections for each asset class. Since asset allocation drives results and studies show that individual investors have underperformed institutions by 4 to 5% per year, our professional asset allocation design will help participants achieve better results. Your participants do not have to be relegated to traditional options that add little true diversification. All equity styles are highly correlated and simply offer a variety of opportunity sets. Other complementary investments and strategies will more appropriately diversify portfolios and improve risk-adjusted performance. Our portfolio construction strategies have enhanced participant performance throughout various economic markets.

Studies show the more investment options participants must select, the less their overall allocation to equities. To drive the optimal number of funds, we start with a Morningstar style box approach, where a single active fund is offered in the large cap value, mid cap value, small cap value, large cap growth, mid cap growth and small cap growth style boxes. In addition, low-cost single passive large cap core, mid cap core and small cap core funds are offered. In the international space, we recommend that a low-cost passive core option is offered and an active growth and an active value fund. On the fixed income side, we recommend an active core fund and a low-cost passive core fund, along with a stable value or fixed account option are offered. Finally, and most importantly, a suite of target date funds should be offered. In total, this represents 16 investment options when the target date funds are included as a single fund.

Please see Section 6 for Innovest's Menu Simplification Whitepaper.

5. Fiduciary training and investment education, when new members are added to Committee (infrequent), or as requested.

Confirmed. As a best practice, Innovest provides New Member Fiduciary Training for our clients. We believe it is important to educate new committee members on fiduciary matters as well as the capital markets. As co-fiduciaries, Innovest provides in-depth fiduciary training on an ongoing basis. It is imperative that all committee members understand the legal responsibilities of their position. Fiduciary education is conducted by Innovest consultants and senior analysts who understand the challenging regulatory and market environments committees are facing. Topics covered in fiduciary training include Fiduciary Duties, Fiduciary Legal Responsibilities, Understanding Fees and

Expenses, Investment Responsibilities: Diversification, Standard of Care and Delegation, and Investment Policy Statements.

Innovest also provides education in investment management so that fiduciaries may fully understand the investments in their fund menu. This training includes many topics surrounding the design of the portfolio and investment selection and monitoring. Specific topics include The Capital Markets, The Evaluation of Funds and Managers, Understanding the Investment Management Process, Innovest's Performance Review Process, and Understanding the Performance Measures in the Innovest Performance Review.

6. General consulting services as requested, to include recommendations for improvements in plan participation, communications, competitive and trending practices, key legal updates, and staff support for occasional plan analytics, special studies, and coordination with plan provider as needed, and plan provider search support.

Confirmed. Innovest will provide general consulting services as requested. The full range of investment consulting services provided by Innovest to our retirement plan clients for the last 25 years includes:

Plan Benchmarking

- Analyze and benchmark recordkeeping and investment fees to the marketplace. Total plan costs are determined and compared to similar sized plans. Potential areas of cost savings or opportunities for enhanced services will be identified.
- Scrutinize structure of the investment menu for overlap of style, gaps in style, and the need for Lifestyle/Target Date products. Evaluate investment products, comparing them to an appropriate benchmark and to a universe of similarly managed investments.
- Review vendor contracts including cost reconciliation, terms, and flexibility surrounding notice requirements, investment products and service standards.
- Review vendor service levels including responsiveness to plan sponsor and participants, accuracy of transactions and education levels.

Plan Governance

- Develop or update the Investment Policy Statement. Review and modify the Investment Policy Statement, as necessary.
- Assist in adhering to effective plan governance complying with the various regulations and responsibilities that dictate the plan’s ongoing operation as well as fiduciary behavior.
- Assist with drafting a charter or by-laws.

Investment Product Searches

- Innovest will review investments on an ongoing basis and perform investment searches that meet the criteria, as needed.
- Our extensive qualitative analysis includes an examination of each manager's organization, the people responsible for managing the product, their philosophy and process, the consistency of their investing style and the impact of the asset base being managed in that style.
- Innovest will assist with evaluation of ESG investment for inclusion in the plan(s) if appropriate.

Monitoring of Investment Products

- Monitor the plan's investment products on an ongoing basis.

Quarterly Meetings

- Meet with the Retirement Board quarterly.

Monitoring Plan Fees and Expenses

- Provide an annual plan fee review to help you better understand fees and determine their fairness. As vendor searches are completed for other clients, fees are reviewed to see if they remain consistent with the market.

- Provide fees for both recordkeeping services and investments against appropriate benchmarks and peers.

Vendor Management Services

- Coordinate issues between recordkeeping, money management, accountants, auditors, and any other pertinent vendors.
- Assist with fund changes and vendor service issues.

Education Services

- Conduct trustee fiduciary education workshops on a variety of investment and fiduciary related topics.
- Assist the vendor in developing and implementing a participant education strategy and review the results on an annual basis.
- Provide participant education on an as-needed basis.

Vendor Search and Conversion (RFP)

- The aspects of a vendor that we analyze and on which we provide expert guidance includes customer service, recordkeeping, administration, participant communication, investment options, plan compliance and service costs.
- As the conversion of a retirement plan to a new vendor is just as crucial as the selection of that vendor, Innovest will help manage the conversion process.

Request for Information (RFI)

- Innovest will conduct a Request for Information (RFI) for the plan every three years to confirm that vendor pricing remains competitive in the marketplace.

Improvements in Plan Participation

Innovest has helped numerous clients improve participation in their plans. We do this in several ways including optimizing plan design with auto-enroll or auto-escalation options, looking at Active Choice, providing targeted education, and working with your plan provider to measure participant engagement. Please see below for a case study. Please see our Active Choice Case Study on page 4 of this response.

Communications

Communication with our clients is imperative to a successful client relationship and financial outcome. We provide the following materials to our clients to keep them abreast of manager and market changes, regulatory updates, and overall economic information to benefit their organizations.

- **Quarterly Performance Reports** Section 3 - Used as a detailed review of the client's portfolio and investment manager performance, current capital market conditions, and as a tool for making investment decisions.
- **Quarterly Newsletter** - *InnoViews* Section 7 - Innovest emails our newsletter to our clients which includes two topical articles on current markets and industry events.
- **Monthly Market Commentaries** Section 7 - Written on a rotating basis, the commentary focuses on events that affect the various markets for that month.
- **Capital Markets Projections** - Innovest goes through a detailed process of determining capital markets projections on at least an annual basis.
- **Asset Allocation Studies** - With Innovest's capital markets expectations, client asset allocation studies outline client characteristics risk/return expectations and identify risks and opportunities in portfolios.
- **Manager Searches** Section 4 - Search books are used to present recommended managers to our clients. Information provided includes both qualitative and quantitative details.
- **Online Blog www.innovestinc.com/blog** - Electronic repository of pertinent articles and research that Innovest makes available to its clients through the blog on our website.

Competitive and Trending Practices & Legal Updates

Innovest makes it a priority to keep abreast of current trends and regulatory changes in the retirement plan marketplace. We make ourselves aware of these developments through analyzing pending and recently passed legislation, attending educational conferences, and monitoring industry surveys that reflect plan sponsor and participant activity.

Our professionals with AIF®, AIFA®, APA, CFA, CFP®, CPC, ERPA, J.D., MBA, QKC, and RPA designations and legal backgrounds also have continuing education requirements that provide additional educational opportunities to them directly and indirectly to our staff. Our Retirement Plan Practice Group meets weekly to discuss trends, regulatory developments, and best practices affecting our retirement plan clients. This specialized team has an individual annual continuing education requirement of 20 hours per individual. Additionally, industry topics and trends are discussed at each quarterly performance review of the plan.

Please see page 4-5 in the sample performance report attached as a Section 3 for our Topics and Trends section.

Expert Witness Practice

As mentioned previously, Innovest's fiduciary expertise is demonstrated through our participation in 71+ expert witness engagements where we have been called to testify and offer supporting research and opinions on cases involving fiduciary breaches. Bill Fender, CPA and J.D. and Wendy Dominguez, MBA, lead our expert witness practice. This practice gives us first-hand experience in helping our clients avoid litigation and fiduciary breaches of duty.

Additionally, Innovest will assist the City as needed with occasional plan analytics, special studies, and coordination with your plan provider as needed, as well as provide plan provider search support.

(b) Describe the Deliverables Offeror will provide to the City.

Please see Innovest's sample work plan in Section 2 for a listing of tasks and the deliverables associated with each task.

(c) Describe Offeror's procedures for monitoring and reporting client satisfaction.

As mentioned earlier in this RFP, each year, we measure our client's experience via a customer service survey. The level of overall satisfaction with our services in 2020 was 4.7 on a scale of 5. Our highest score was treatment by our entire team and knowledge and experience of our consultants, in which categories we scored 4.7 out of 5. We believe this is evidence that we provide unparalleled service to our clients.

Section 4 – Pricing

Provide a pricing proposal to include either one or both Lots described in the Scope of Work. Lot 1 (Basic Services) pricing must be structured as a fixed annual retainer fee. The City prefers quarterly payments in arrears. Lot 2 (Additional Consulting) pricing may be structured as a fixed annual retainer fee or an hourly labor rate. The City prefers that proposed fixed and/or hourly fees include all incidental expenses. Clearly explain any and all additional fees the City may encounter outside of the proposed fee.

Innovest works on a fee-only basis which means our compensation comes only from our clients. We believe that consulting firms that charge asset-based fees end up being overpaid for their services. Market increases based on participant contributions and/or market performance should not impact advisor fees. Instead, we propose a flat fee that includes Lot 1 (Basic Services) and Lot 2 (Additional Consulting). We believe this is a better, more fiscally responsible approach for our clients.

Lot 1 (Basic Services) and Lot 2 (Additional Consulting) ……**$38,000***
*Plus, annual CPI starting in year 2.

Additionally, please see below for our service guarantees to the City of Las Vegas:

Innovest Service Guarantees	
More than 24-hour response time to a phone call or email	**$500 per occurrence**
At least two consultants will attend each quarterly meeting	**$500 per occurrence**
Quarterly reports received 45 days after quarter end provided your recordkeeper has given us plan values within 5 days of quarter end	**$500 per occurrence**
A less than satisfactory score on the Annual Innovest Client Survey	**$2,000 if deemed necessary**

Section 5 – Exceptions to the Sample Contract.

Describe any exceptions taken to the Scope of Work or the Contract provided under the Attachments Tab. Such exceptions will be taken into consideration during evaluation and may impact evaluation results.

Innovest takes no exceptions to the Scope of Work for this contract. We believe Innovest is the best fit for this plan based upon our vast experience with governmental retirement plans and committed service model that is designed to meet your unique needs.

Disclaimer

Innovest is a Registered Investment Adviser registered with the US Securities and Exchange Commission.

Unless explicitly stated to the contrary, the material herein is not intended to provide and should not be relied on for investment advice. Under no circumstances are we ever providing tax, accounting, or legal advice.

Past performance is no guarantee of future results. Investing involves the risk of loss.

This document may contain returns and valuations from outside sources. While the information contained herein is believed to be true and accurate, Innovest assumes no responsibility for the accuracy of these valuations or return methodologies.

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: Innovest Portfolio Solutions, LLC	
Address: 4643 S. Ulster St., Suite 1040	**City / ST / Zip:** Denver, CO 80237
Telephone: 303-694-1900	**EIN or DUNS :** 84-1612955
Block 2: Description / Subject Matter of Contract	
Services for: Investment Consulting Services	**Project Number:** 220053-PH

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP AND PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Richard Todd, CEO	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
2	Wendy Dominguez, President	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
3	Bill Fender, Chief Compliance Officer	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
4	Scott Middleton, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
5	Garry Beaulieu, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
6	Steve Karsh, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
7	Gordon Tewell, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
8	Jared Martin, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
9	Kristy LeGrand, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900
10	Sloan Smith, Principal	4643 S. Ulster St., Suite 1040, Denver, CO 80237	303-694-1900

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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

Signature

10/7/2021

Date

Subscribed and sworn to before me this 7TH day of October, 2021

Eileen M. Pohs

Notary Signature

EILEEN M POHS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20104025020
MY COMMISSION EXPIRES SEPTEMBER 10, 2022

Disclosure of Ownership and Principals – Continuation

Full Name: Rick Rodgers, Principal

Business Address: 4643 S. Ulster St., Suite 1040, Denver, CO 80237

Business Phone: 303-693-1900

Full Name: Peter Mustian, Chief Operating Officer

Business Address: 4643 S. Ulster St., Suite 1040, Denver, CO 80237

Business Phone: 303-694-1900

Full Name: Nancy Swanson, Principal

Business Address: 4643 S. Ulster St., Suite 1040, Denver, CO 80237

Business Phone: 303-694-1900

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
11

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220104-PH, Professional Services for State Lobbying Services - Office of Government and Community Affairs - Award recommended to: GRIFFIN COMPANY, LLC (Not-to-Exceed $100,000 Annually/Total Contract Amount Not-to-Exceed $400,000 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $100,000 per year/Total Contract Amount Not-to-Exceed $400,000
Funding Source: General Fund
Dept./Division: Government and Community Affairs

PURPOSE/BACKGROUND:
This agreement provides for technical assistance and legislative advocacy for State legislative matters. The contract will run for an initial two-year term, with one (1) two-year renewal option. The contract amount shall not exceed $100,000 per calendar year. This purchase is exempt from the competitive bidding process pursuant to NRS 332.115-1(b), Professional Services. The Griffin Company is located in Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220104-PH
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
FOR STATE LOBBYING SERVICES

THIS CONTRACT is being entered into this _____ day of _____, _____, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and the Griffin Company, LLC, a Nevada Limited Liability Company having its principal office located at 401 South Curry Street, Carson City, Nevada 89703, (hereinafter the "Company"), a limited liability company organized and existing under the laws of the State of Nevada, having its principal office at: 401 South Curry Street, Carson City, Nevada 89703.

SECTION A – Contract Overview

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

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Professional services as a legislative representative for the City.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** January 1, 2022	**Expiration Date** December 31, 2023	**Option Periods** One two-year period
Contract Type As defined in Section B-1	The contract type is Firm Fixed Fee		
Contract Amount This Not-to-Exceed Amount is subject to Section C-1	$100,000	Not to exceed per year	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 - Certificate of Disclosure

(c)

City Project Manager Per Section D-4, (a)	**Name** Randy Robison	**Phone** (702) 229-6642	**Email** rrobison@lasvegasnevada.gov
Company Representative Per Section D-4, (b)	**Name** Scott Gilles	**Phone** (775) 882-4002	**Email** scott@g3nv.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Scott F. Gilles, President of Government Affairs	**Address** 401 S. Curry St., Carson City, NV 89703	**scott@g3nv.com**

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

(b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Fixed Fee Contract"* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company's cost experience in performing the Contract.

(f) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

The Company will represent the City and perform the following services on behalf of the City, as necessary:

- Introductions and relationship building with the Governor's Office, state agencies, legislators, and local government elected officials and influencers;
- Alliance building with various stakeholders in Nevada to further the City's objectives;
- Represent the City and the City's objectives in all governmental meetings and working groups;
- Prepare and provide testimony during any needed hearings, meetings;
- Provide City with agendas and information that may be of interest;
- Monitoring of interim committee meetings, studies, boards and commission meetings, regulatory workshops, and any other relevant meetings;

- Regularly scheduled communication between the Company and the City on relevant issues in Nevada, and any other insight that could impact the City's interests;
- Research statutory and regulatory issues as necessary in furtherance of the City's objectives and provide continued guidance and recommendations in order to accomplish the City's objectives in the Nevada political and regulatory arenas;
- Coverage and representation during the Nevada Legislative Sessions and any Special Sessions;
- Weekly bill tracking reports and updates during session; and
- Nevada updates via the G3Wire.

C-2 Fees

The Company will perform the services outlined in Section C-1, Scope of Work for a monthly fee of $7,500.00, plus Reimbursable Expenses as outlined in Contract Section D-1, Payment. Reimbursable Travel and Other Reimbursable Expenses shall not exceed $20,000 per 24 month Contract Term.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Payment. Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

(b) Reimbursable Travel Expenses. If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase, and will reimburse lodging at a per diem rate of $120 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse meals, transportation, rental cars, parking, personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies/pay-per-view in a hotel, incidental expenses, or other non-business related costs. The City's Project Manager must approve in writing any deviations to these procedures.

(c) Other Reimbursable Expenses. The City will reimburse other reasonable expenses, when authorized by the City's Project Manager, provided such expenses are directly related to the performance of this Contract and are accompanied by receipts. The City will not reimburse expenses that are included in the Company's overhead accounts, in accordance with the Company's normal accounting practices. Other expenses specifically excluded from reimbursement are: office supplies, routine meals, local communication costs, local travel, and expenses not solely for the benefit of the City of Las Vegas (unless fairly and clearly apportioned).

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

(a) The Company will submit a timely detailed invoice to the City monthly, for work performed to date. Each invoice shall contain the following information:

(i) the date of the invoice and invoice number;
(ii) the Purchase Order number;
(iii) the Contract Item against which charges are made; and
(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to: accountspayable@lasvegasnevada.gov

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Expenses, if applicable, associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-04/2020]

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

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

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

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

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

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

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-6 Warranty – Services [CAO-4/2020]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with

accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

(b) The parties shall provide written notification of any change in the information stated above.

(c) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(d) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be

allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, “Insurance”, and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the “City”) from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the “Liabilities”) which may be recovered from or sought against the City, as a

result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to

remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing

contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

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

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

(c) Waiver of Conflicts: The City understands and acknowledges that the nature of state and local government and legislative affairs creates, from time to time, situations where the interests of the City may be adverse, in varying degrees, to the interests of other clients of the Company. The parties agree that should a situation arise where the City's interests are directly and substantially adverse to the interests of another client of the Company, both parties will make best efforts to resolve the conflict. If the conflict cannot be resolved, the City agrees to provide the Company an opportunity to segregate its representation of the conflicted matters between the Company's members (often referred to as a "Chinese wall"), provided that no confidential information of the City has been obtained by members of the Company representing the other conflicted client.

(d) No Guarantee of Success: Nothing in this Contract or any statements made by members of the Company constitutes a promise or guarantee regarding the outcome of a matter. Any such comments are expressions of opinion only.

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

CITY OF LAS VEGAS

Tonya Kemble
Manager, Purchasing & Contracts
Date

ATTEST:

LUANN D. HOLMES, MMC
City Clerk
Date

APPROVED AS TO FORM:

John S. Ridilla 11/22/21
Deputy City Attorney
Date

John S. Ridilla
Deputy City Attorney

THE GRIFFIN COMPANY

Scott Gilles,
President of Government Affairs.
Date

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: The Griffin Company	
Address: 401 S Curry St	**City / ST / Zip:** Carson City, NV 89703
Telephone: 775-882-4002	**EIN or DUNS :** 47-2877514
Block 2: Description / Subject Matter of Contract	
Services for: legislative representation	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	John Griffin/Partner	401 S. Curry St., Carson City, NV 89703	7758824002
2	Josh Griffin/Partner	401 S. Curry St., Carson City, NV 89703	7758824002
3	Matt Griffin/Partner	401 S. Curry St., Carson City, NV 89703	7758824002
4	Chelsea Capurro/Partner	401 S. Curry St., Carson City, NV 89703	7758824002
5	Piper Overstreet/Partner	401 S. Curry St., Carson City, NV 89703	7758824002
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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

TIA WHITE
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-8190-02
MY APPT. EXPIRES SEPTEMBER 11, 2024

John W Griffin
Signature

11/30/21
Date

Subscribed and sworn to before me this 30 day of November, 2021

Notary Signature

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
12

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220106-DD, Prime Design Services for Cragin Park Soccer Field Modification, located at 984 Hinson Street - Department of Public Works - Award recommended to: THE WLB GROUP (Not-to-Exceed $527,786 - Parks and Leisure Capital Projects Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $527,786
Funding Source: Parks and Leisure CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for design services to renovate Cragin Park with synthetic grass soccer fields, fencing, baseball facility, lighting, irrigation, playground equipment, pathways, and trails. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. The WLB Group 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. 220106-DD
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
Cragin Park Soccer Field Modification

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 **The WLB Group**, (the "Consultant"), **a CORP**, whose address is **3663 E. Sunset Road, Las Vegas Nevada, 89074**

100.1.1 **PROJECT DESCRIPTION**: Renovation of the park by installing two synthetic grass soccer fields with fencing, a new baseball facility, new irrigation system and enclosure, new LED sports and pathway lighting with electrical control system, parking lot expansion, new kinetic play equipment, concrete pathways and pedestrian connectivity trails with ADA upgrades.

WITNESSETH:

WHEREAS, the City intends to construct the Cragin Park (herein the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires 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 Additional Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

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

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

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

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

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

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 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 the fee in the amount identified in the Fee Breakdown, Exhibit "D" attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

7.2 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.3 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.4 **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 (Scope of Services) 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.

7.5 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.6 ***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 percentage of completion of the Project, 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 percentage of the Project completed 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 (i) 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 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

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

aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

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

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

shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand ($25,000) 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 "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "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 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 11/23/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Paul E. Valentine PE, Director of Nevada Operations

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

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

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:

100.2.1.1 Site address: 984 Hinson St. Las Vegas Nevada

100.2.1.2 Entire area of assessor's parcel number(s): 12.34

100.2.1.3 Gross site acreage: 10.68

100.2.1.4 Offsite improvement area: none

100.2.1.5 As shown on the attachment to this Exhibit 'A', titled Cragin Park Improvement Concept

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:

100.3.2 Approximate gross building square footage: No Buildings planned for this project

100.3.3 Improvement description: Renovation of the park by installing two synthetic grass soccer fields with fencing, a new baseball facility, new irrigation system and enclosure, new LED sports and pathway lighting with electrical control system, parking lot expansion, new kinetic play equipment, concrete pathways and pedestrian connectivity trails with ADA upgrades.

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 ***Construction Cost Budget***: $ 5 Million

100.5 CHANGES TO SCOPE OR SERVICES

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

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

100.5.3 ***CHANGE IN SCOPE.*** Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the

amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

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

100.6 GENERAL REQUIREMENTS

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

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

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD 2018 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2016 or newer release.

100.6.4 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Contract, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

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

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

100.6.7 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic

submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

100.6.8 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.9 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.10 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.11 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the latest adopted versions of the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.12 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the Contractor, except that the Consultant shall have the duty to cooperate with the Contractor in reviewing the proposal for design compliance (including the Contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the Contractor by change order.

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

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

100.6.15 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

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

100.6.18 ***Project Management Software***. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.6.18.1 ***The City shall provide***:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

100.6.18.2 ***The Consultant shall provide***:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.
- Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

- 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.
- Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.7 DEFINITIONS

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

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

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

100.8 CITY'S REVIEW PROCESS

100.8.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

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

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

101 THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

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

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

102 THE CONSULTANT'S RESPONSIBILITIES

102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Programming and Conceptual Design Phase

102.1.3 Schematic Design and Master Planning Phase

102.1.4 Design Development Phase

102.1.5 Construction Document Phase

102.1.6 Bidding Phase

102.1.7 Construction Administration Phase

102.1.8 Post Construction Phase

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1 *Survey*

103.1.1 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.
- Fee Breakdown. All survey fees shall be separated into the following items (unless requested otherwise by the City Surveyor):
    - Control Survey
    - Topographic Survey
    - Utility Survey
    - Legal Descriptions.

103.1.2 Control Survey

- General. A control survey will be performed 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.
- 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.

103.1.3 Topographic Survey

- General. Based on the project control survey 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.**

- 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 first 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.

103.1.4 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 103.1.3 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.

103.1.5 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.

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

103.2 COST ESTIMATES

103.2.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.2.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.3 GOVERNMENTAL AND AGENCY APPROVALS

103.3.1 **SCOPE OF SERVICES.** Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.3.1.1 ***General Plan Amendment.*** If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

103.3.1.2 ***Rezoning.*** If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

103.3.1.3 ***Site Development Plan Reviews.*** Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.3.1.4 ***Variance and Special Use Permit.*** Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

103.3.1.5 ***Mapping.*** Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

103.3.1.6 ***Utilities.*** Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.3.1.7 ***Flood/Hydrology Reports.*** Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report. CLV Flood Engineer to review.

103.3.1.8 ***Traffic Study.*** If requested by the City, traffic studies shall be provided as an Additional Service.

103.3.1.9 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

- Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

- Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.3.2 ***SUBMIT, REVIEW AND INCORPORATE.*** Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.3.3 Complete, stamp and sign, and submit the Desert Conservation Plan Form at the time of grading permit submission or any other permit submission that may occur prior to a grading permit submission.

103.3.4 ***FEES.*** Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.3.5 ***CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY.*** The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.3.6 ***APPROVAL.*** The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.4 GEOTECHNICAL DATA

103.4.1 ***GEOTECHNICAL REPORT.*** Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.4.2 ***GEOTECHNICAL DATA REPORT*** is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.4.3 ***GEOTECHNICAL INTERPRETIVE REPORT*** is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

103.4.4 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.

103.4.5 ***SPECIFICATION.*** The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.4.6 ***NUMBER OF SOIL BORINGS.*** The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

103.5 *BUY AMERICA(N) COMPLIANCE.*

103.5.1 Consultant and subconsultants at all tiers shall:

103.5.1.1 Verify that each product model specified is in compliance with the appropriate Buy America or Buy American provisions as directed by the City's Representative. Verification shall generally consist of a copy

of a letter, notice, or web page from the material manufacturer, supplier or vendor stating the specified material's compliance with the specific required Buy America(n) act or provision.

103.5.1.2 Include the appropriate Buy America(n) requirement language in each specification section providing construction materials.

103.5.1.3 Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design.

103.5.1.4 Compile an organized written record of the construction material verifications for the Project and deliver this record to the City upon completion of the Project and upon request during the progress of the work.

103.5.1.5 Remove and replace any foreign goods and compensate the City for any reduction of federal funding caused by the Consultant's and subconsultant's failure to comply with the required Buy America(n) provisions.

104 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

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

104.1.1 GEOTECHNICAL REPORT. Prepare a geotechnical report for the Project.

104.1.2 SITE SURVEY. Prepare a boundary and topographic survey for the Project.

104.1.3 BLM LEASED PROPERTY MIGRATORY BIRD SURVEY. Prepare a survey for migratory bird nests, burrows and habitat for construction activity scheduled to occur from March 1 to September 1 by a BLM qualified biologist, and incorporate the survey results and recommendations into the Construction Documents.

104.1.4 GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.5 PROGRAMMING REPORT. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

104.1.6 SITE UTILIZATION REPORT. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

104.1.7 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project.

104.1.8 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

104.1.9 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in **Exhibit "B"**. Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as

required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

105 SCHEMATIC DESIGN (SD) PHASE

105.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

105.1.1 ***REVIEW.*** Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.2 ***DESIGN ALTERNATIVES.*** Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

105.1.3 ***INTERIM ESTIMATE.*** If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

105.1.4 ***SPECIFICATIONS.*** Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

105.1.5 ***ESTIMATE.*** Prepare a schematic level Construction Cost Estimate.

105.1.6 ***REVIEWS.*** Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.7 ***SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT.*** Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

- ***105.1.7.1*** Programming Report from the previous phase.
- ***105.1.7.2*** Site Utilization Report from the previous phase.
- ***105.1.7.3*** Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
- ***105.1.7.4*** Outline specification.
- ***105.1.7.5*** Project Budget (provided by City).
- ***105.1.7.6*** Construction Cost Estimate.
- ***105.1.7.7*** Project Schedule (provided by City).

105.1.8 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.9 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

106 DESIGN DEVELOPMENT (DD) PHASE (50% CD integrated together))

106.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

106.2 ***DOCUMENTS.*** Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

106.2.1 DRAWINGS:

106.2.1.1 Building data and code analyses.
106.2.1.2 Utility plans, including both on-site and off-site improvements.
106.2.1.3 Paving and grading plans, including both on-site and off-site improvements.
106.2.1.4 Planting plans.
106.2.1.5 Irrigation plans.
106.2.1.6 Site plans.
106.2.1.7 Floor plans, indicating the size of rooms and furniture arrangements.
106.2.1.8 Reflected ceiling plans.
106.2.1.9 Roof plans.
106.2.1.10 Building elevations.
106.2.1.11 Building and wall sections.
106.2.1.12 Finish schedules.
106.2.1.13 Foundation plans.
106.2.1.14 Framing plans.
106.2.1.15 Heating, ventilating and air conditioning (HVAC) plans.
106.2.1.16 Plumbing plans.
106.2.1.17 Lighting plans.
106.2.1.18 Power plans
106.2.1.19 Low voltage system plans.
106.2.1.20 Signage plans.
106.2.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.2.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, "Part 1 – Section Includes" and completed "Part 2 – Products" for each section.

106.2.3 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City's review and approval.

106.2.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.2.5 ***VALUE ENGINEERING SESSION.*** Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

106.2.6 ***SUBMITTAL.*** Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

106.2.7 ***REVIEW.*** The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

107 CONSTRUCTION DOCUMENTS (CD) PHASE

107.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

107.1.1 ***CONSTRUCTION DOCUMENTS.*** Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.2 ***BID DOCUMENTS.*** The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.3 ***ESTIMATES.*** Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.4 ***CONSTRUCTION SCHEDULE.*** Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.5 ***REVIEWS.*** Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

107.1.6 ***CONSTRUCTABILITY AND BIDABILITY REVIEWS.*** Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.7 ***CD SUBMITTALS.*** Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment. (Paper submittals not required, only a pdf for reviews)

107.1.7.1 **Prepare 50 percent Construction Documents**, Design Development is 50% and will be including the following:

- General
  - Completed title sheets, abbreviations, legends and site plans.
  - Responses to 100 percent Design Development review comments and incorporation into the documents as required.
  - Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
  - Reference of all applicable codes, Project data and design numbers for rated assemblies.

- Civil
  - Existing facilities plans showing all existing topography and improvements.
  - Utility distribution plans with sizes of all new and existing utilities.
  - Rough grading plans.
  - Finish paving and grading plans.
  - Horizontal control plans.
  - Horizontal and vertical control plans for all site lighting pole bases.
  - Details with references to the plans.
  - Final calculations required to meet all levels of completion.

- Landscape
  - Landscaping plans denoting all materials and sizes.
  - Irrigation plans with sizing of all piping.
  - Details with references to the plans.

- Architectural
  - Floor plans with all dimensions and room finishes noted.
  - All door, window, hardware, and glazing schedules complete.
  - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
  - All elevations and sections.
  - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
  - Interior and exterior details.
  - All section and detail bubbles completed to indicate the location of the sections and details.

- Structural
  - Foundation plans including all dimensions.
  - Intermediate floor framing plans with complete section cuts and detail references.
  - Complete section and detail sheets.
  - Completed and detailed roof framing plans.
  - Final calculations required to meet this level of completion.

- Mechanical/Plumbing
  - All HVAC sizing (ducts and equipment).

- All air flow quantities noted.
- All mechanical equipment and fixture schedules completed.
- All pipe sizes noted.
- Cathodic protection requirements specified.
- Points-of-connection including invert elevations.
- Completed riser diagrams.
- All control diagrams shown and completed.
- All details completed and referenced to the plans.
- Final calculations required to meet this level of completion.

- Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - All special systems including grounding wells.
  - All details completed and referenced to the plans.
  - Fire alarm riser diagrams and zone schedules.
  - Final calculations required to meet this level of completion.

- Specifications
  - Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
  - Final form technical specifications in CSI format.

107.1.7.2 **Prepare 70 percent Construction Documents**, including the following:

- Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

107.1.7.3 **Prepare 90 Percent Construction Documents**, including the following:

- Drawings
  - Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

- Specifications
  - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations.

- General
  - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
  - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.
  - Provide Exterior Light Fixture cut sheets for review

107.1.7.4 **Prepare 100% Construction Documents**, including the following:

- Drawings
  - Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

- Specifications
  - Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

- General
  - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

  - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

108 BIDDING PHASE

108.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

108.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

108.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.3.3 Attend and participate in the Pre-bid meeting.

108.3.4 Participate in bid evaluation and recommendations.

108.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

109 CONSTRUCTION ADMINISTRATION PHASE

109.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

109.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F" (Key Personnel List)**, or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

109.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.3.1 ***MEETINGS.*** Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.3.2 ***SITE VISITS.*** Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.3.3 ***DEFECTIVE WORK.*** Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.3.4 ***PAYMENT APPLICATIONS.*** If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.3.5 ***DOCUMENT REVISIONS.*** During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.3.6 ***SUBSTITUTIONS.*** The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.3.7 ***INTERPRETATIONS.*** If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.3.8 ***RFI.*** Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.3.9 ***SUBMITTALS.*** Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution.

After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.3.10 CONSTRUCTION CHANGE ORDERS. Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is 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, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.3.11 DRAINAGE REPORT. Not Required. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.3.13 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.3.14 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.3.15 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

109.3.15.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

109.3.15.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

109.3.15.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days and submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

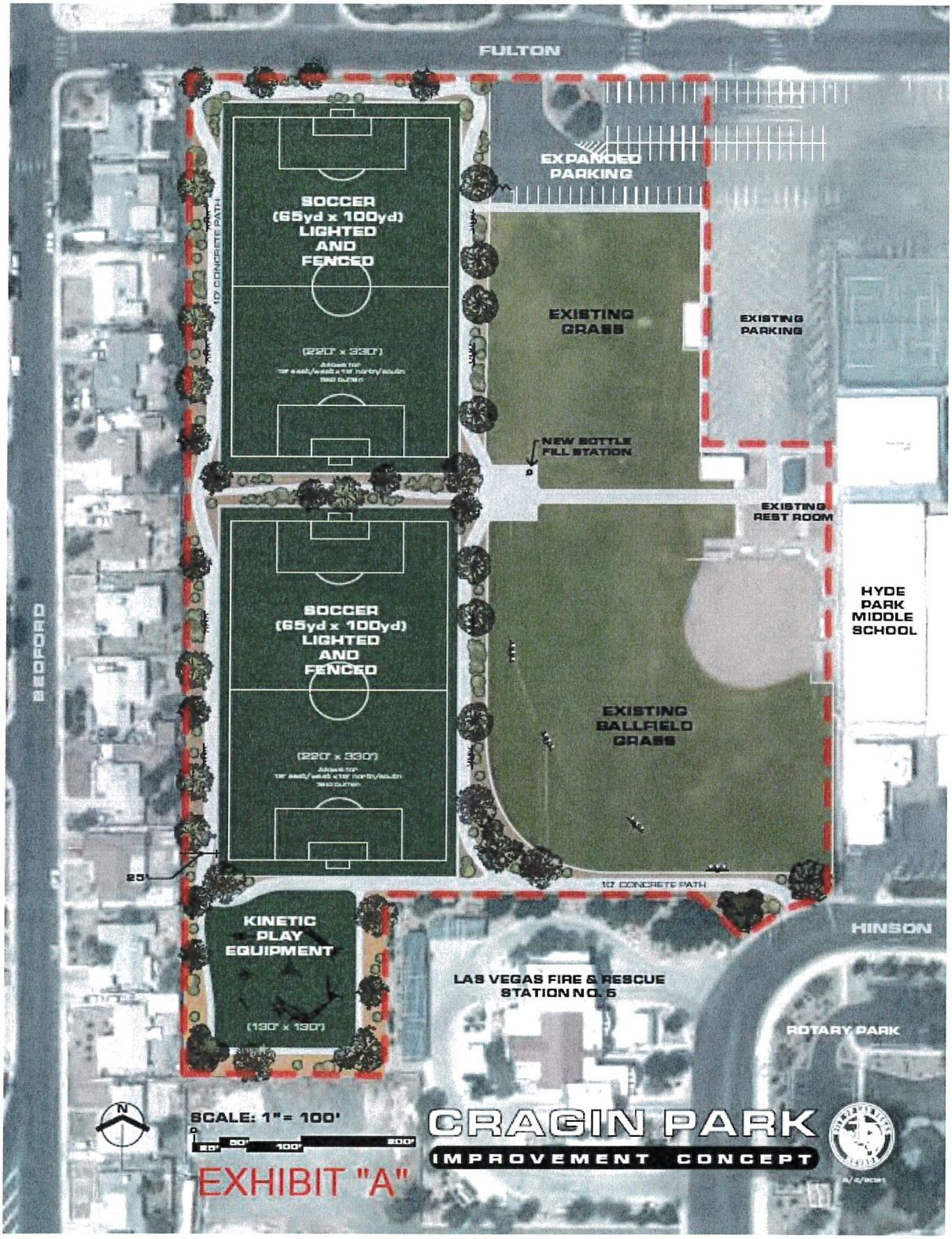
109.3.15.4 **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

110 POST CONSTRUCTION PHASE

110.1 The Consultant shall provide the following scope of services:

110.1.1 ***RECORD DOCUMENTS.*** Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

110.1.2 ***WARRANTY.*** Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.



END OF EXHIBIT "A"

EXHIBIT B

REQUIRED SUBMITTALS

200 GENERAL

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

201 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

201.1 Geotechnical Report
201.2 Site Survey.
201.3 Programming Report.
201.4 Site Utilization Report.
201.5 Construction Cost Estimate.
201.6 Conceptual Design Drawings.

202 SCHEMATIC DESIGN AND MASTER PLANNING PHASE

202.1 Schematic Design Drawings and Specification Outline
202.2 Construction Cost Estimate.
202.3 PROJECT SCOPE AND BUDGET REPORT.

203 DESIGN DEVELOPMENT PHASE

203.1 Drawings and Specifications.
203.2 Presentation Drawings, mounted.
203.3 Flood/Hydrology Report draft, if required by governing authorities
(CLV Flood Engineer to review topos, Report not required)
203.4 Construction Cost Estimate.

204 CONSTRUCTION DOCUMENT PHASE

204.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.
204.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
204.3 NV Power, CenturyLink, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
204.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
204.6 Building Permit Application.
204.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.
204.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

204.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

204.10 Drawing list with sheet title and issue date for each sheet.

204.11 Specifications contributing authors' stamps and signatures.

205 BIDDING PHASE

205.1 All bidding documents in pdf format for posting on DemandStar.com.

205.2 Requested and necessary addenda.

206 CONSTRUCTION ADMINISTRATION PHASE

206.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.

206.2 Drainage Compliance Report.

207 POST CONSTRUCTION PHASE

207.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

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.

301 PHASE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE		CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design		60	Includes 2 week City review period.
Schematic Design		40	Includes 2 week City review period.
Design Development	50%	60	Includes 2 week City review period.
Construction Documents	70%	60	City review is concurrent with drawings progress. See below for the permitting phase scope.
Construction Documents	90%	40	
Construction Documents	100%	20	
Bidding			City determined.
Construction			City determined.
Post Construction			City determined.
	TOTAL	**280**	

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

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

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 responsible for any damages 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.

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

302.3.3 The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.3.5 The NV Power design precedes the CenturyLink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal Contract process, which requires official approval by both the District Board and the City Council.

302.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

303 CONSTRUCTION SCHEDULE CHANGES

303.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Section, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Section, the Allowed Period is the time period beginning on the first day that the 50% increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

303.1.2.1 **PRIOR WRITTEN APPROVAL REQUIRED.** If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

303.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

303.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

303.1.2.4 Eligible personnel may include the individuals and positions named in this Contract but not support personnel as defined in **Exhibit "E".**

303.1.2.5 Eligible activities may include the tasks required in this Contract and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

303.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in **Exhibit "E"** unless otherwise agreed to by the parties to this Contract. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

303.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

303.1.2.8 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should

the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

303.1.2.9 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.2.10 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2 ***Post Construction.*** No adjustments shall be made to the Post Construction Phase fee due to changes in construction 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 $527,786.00. 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 SECTION 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1 The For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this **Exhibit "D"** (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in **Exhibit "A"** (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	13%	$61,410.00	
Schematic Design	11%	$51,570.00	
Design Development 50%	9%	$42,375.00	
Construction Documents 70%, 90%, 100%	40%	$194,665.00	
Bidding	6%	$29,510.00	
Construction	17%	$80,715.00	[The combined Fee for Construction and Post Construction phases shall not be less than 25% of the total Fee.]
Post Construction	4%	$19,541.00	Punch List
	TOTAL	**$479,786.00**	

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.4 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES

At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.5 CONSTRUCTION COST ESTIMATES

Consultant shall **deduct** from the above Fees **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

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 Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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		COMMENTS
TOTAL NOT-TO-EXCEED COST	$48,000.00	

END OF EXHIBIT "D"

EXHIBIT E
ADDITIONAL COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION	**HOURLY RATE**
Principal	$200
Director	$170
Sr. Architect / Engineer	$155
Project Manager	$145
Architect / Engineer	$145
Sr. Designer	$125
Designer	$105
Sr. Technician	$95
Technician	$90
Specification Writer	$60
Clerical	$60
Project Construction Manager	$155
Professional Land Surveyor	$185
Two Man Crew	$185
One Man Crew	$160
Survey Technician	$135
Drone Pilot	$225
Drone Processing	$155

502 SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 O'connor Construction Management (Cost Estimating)	RATE	UNIT
Principal	$225	Per Hour
Director	$185	Per Hour
Project/Construction Executive	$175	Per Hour
Program Manager	$175	Per Hour
Estimating Manager	$165	Per Hour
Constructability Reviewer	$170	Per Hour
Senior Project/Construction Manager	$155	Per Hour
Senior Estimator	$155	Per Hour
Project Construction Manager	$145	Per Hour
Estimator	$130	Per Hour
Assistant Project/Construction Manager	$130	Per Hour
Project Engineer	$95	Per Hour

SUBCONSULTANT #2 Intrepid Engineering (electrical)	RATE	UNIT
Principal	$200	Per Hour
Project Architect/Manager	$200	Per Hour
Architect/Engineer	$200	Per Hour
Designer	$125	Per Hour
Specification Writer	$125	Per Hour
Drafter/CAD Operator	$75	Per Hour
Work Processor/Clerical	$75	Per Hour

SUBCONSULTANT #3 Terracon	RATE	UNIT
Project Manager	$140	Per Hour
Sr. Staff Engineer	$120	Per Hour
Field Engineer	$100	Per Hour
Field Geologist	$85	Per Hour
Project Reviewer / Senior Engineer	$195	Per Hour

SUBCONSULTANT #4 Risha Engineering Structural	RATE	UNIT
President / Principal	$250	Per Hour
Sr. Associate Engineer	$165	Per Hour
Associate Engineer	$145	Per Hour
Project Engineer	$130	Per Hour
Design Engineer	$105	Per Hour
Jr. Engineer	$90	Per Hour
Cad Manager	$135	Per Hour
Sr. Cad Technician	$110	Per Hour
Cad Technician	$80	Per Hour
Support Staff	$65	Per Hour

SUBCONSULTANT #5 Newfields Engineering	RATE	UNIT
Per Environmental Report. (bird migration & nesting)	$1250	Per Report

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

503 ADDITIONAL SERVICES RATES

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

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

503.3 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.

503.4 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.

504 REIMBURSABLE EXPENSES

504.1 The following Reimbursable Expenses are allowed:

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

504.2 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.

504.3 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.

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

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

504.6 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.

504.7 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.

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

504.9 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: Marlene Siska, AIA

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steven Ford, P.E.

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Richard McCreedy

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR:Paul E. Valentinge, PE 5916

601.1.3 PROJECT LANDSCAPE ARCHITECT:Thinh Tran, RLA 820

601.1.4 **RESPONSIBLE IN CHARGE PERSON**: Paul E. Valentine, PE 5916

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: Thinh Tran, RLA 820**

602 CONSULTANT'S SUBCONSULTANTS

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

602.1.1 CIVIL ENGINEER: The WLB Group, inc.

602.1.2 STRUCTURAL ENGINEER: Risha Engineering

602.1.3 ELECTRICAL ENGINEER: Intrepid Engineering

602.1.4 LANDSCAPE DESIGN: The WLB Group, inc.

602.1.5 INDEPENDENT COST ESTIMATOR: OCMI, inc.

602.1.6 GEOTECHNICAL ENGINEER: Ninyo and Moore

602.1.7 LAND SURVEYOR: The WLB Group, inc.

602.1.8 BIOLOGICAL SERVICES: Newfields

END OF EXHIBIT "F"

EXHIBIT "G"
EXAMPLE INVOICE

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period of Performance for this Pay Request:
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
1	**Conceptual**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Conceptual				$0.00	$0.00			
					$0.00	$0.00			
2	**Schematic**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Schematic				$0.00	$0.00			
					$0.00	$0.00			
3	**Design Development**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Design Development				$0.00	$0.00			
					$0.00	$0.00			
4	**90% Construction Documents**	$0.00	$0.00	$0.00	$0.00	$0.00			
	90% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
5	**100% Construction Documents**	$0.00	$0.00	$0.00	$0.00	$0.00			
	100% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
6	**Bidding Phase**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Bidding Phase				$0.00	$0.00			
					$0.00	$0.00			
7	**Construction Phase**	$0.00	$0.00	$0.00	$0.00	$0.00			
	Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
8	**Post-Construction Phase**	$0.00	$0.00	$0.00	$0.00	$0.00			
	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	$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 AMOUNT OF INVOICE:		**$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**

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

STAFF WHO WORKED ON PROJECT FOR THIS PAY REQUEST

NAME	TITLE	ESTIMATED HOURS

OTHER DIRECT EXPENSES (backup documentation required)

DESCRIPTION			TOTAL
		TOTAL	$0.00

SUBCONSULTANTS (Backup documentatuion with breakdown required)

FIRM NAME	TOTAL
TOTAL	$0.00

EXHIBIT "H"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: The WLB Group, INC.	
Address: 3660 E. Sunset Road	**City / ST / Zip:** Las Vegas, Nevada 89120
Telephone: 702-458-2551	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for: Landscape Design Services	**Project Number:** 86-0402012

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	William, Walker	4444 Broadway Blvd, Tucson, AZ. 89711	520-881-7480
2	Michael, Byrne	4444 Broadway Blvd, Tucson, AZ. 89711	520-881-7480
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.

KERI PREISLER
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-2788-1
My Appt. Expires JULY 2, 2023

Signature

10/20/2021
Date

Subscribed and sworn to before me this 20th day of October, 2021

Keri Preisler exp. 7/2/2023
Notary Signature

Rev 06.2018

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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Block 3: **Type of Business**

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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.

KERI PREISLER
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-2788-1
My Appt. Expires JULY 2, 2023

Signature

10/20/2021
Date

Subscribed and sworn to before me this 20th day of October, 20 21

Keri Preisler exp. 7/2/2023
Notary Signature

Rev 06.2018

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
13

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220107-DD, Prime Design Services for Huntridge Circle Park Renovation, located at 1251 South Maryland Parkway - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES (Not-to-Exceed $76,960 - Parks and Leisure Capital Projects Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $76,960
Funding Source: Parks and Leisure CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for the creation of three alternative site plan concepts for Huntridge Circle Park. Plans are to be presented and one chosen by the community through public meetings. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Stantec Consulting Services 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. 220107-DD
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
Huntridge Circle Park Renovation

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 **Stantec Consulting Services**, (the "Consultant"), **a Corporation,** whose address is **3010 W. Charleston Blvd #100, Las Vegas Nv. 89102**.

PROJECT DESCRIPTION: The Consultant's Scope is to come up with three alternatives site plan concepts. The preferred alternative will be chosen by the community with up to two public meetings for input. For purpose of scoping services, one concept is to turn the turf areas into fenced in dog park areas that double as park security fencing, provide playground improvements and / or an exercise station wellness course suggested through City outreach via public survey previously issued. The park program is subject to change based on City and Community input.

WITNESSETH:

WHEREAS, the City intends to construct the Huntridge Circle Park Renovation (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 Additional Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

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

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

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

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

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

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 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 the fee in the amount identified in the Fee Breakdown, Exhibit "D" attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

7.2 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.3 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.4 **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 (Scope of Services) 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.

7.5 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.6 ***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 percentage of completion of the Project, 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 percentage of the Project completed 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 (i) 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 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract

through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must

insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

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

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

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

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand ($25,000) 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 "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "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 10.20C. The failure to make such request shall preclude

the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 11/23/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Cary Baird, Principal, Landscape Architecture

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

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EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

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

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:

100.2.1.1 Site address: 1251 S. Maryland Pkwy. Las Vegas, Nv. 89104

100.2.1.2 Entire area of assessor's parcel number(s): 16203514052

100.2.1.3 Gross site acreage: 3.15 acres

100.2.1.4 Offsite improvement area: none

100.2.1.5 As shown on the attachment to this Exhibit 'A', titled Huntridge Circle Park Renovation Exhibit "A"

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:

100.3.2 Approximate gross building square footage: This is a park renovation project with no additional buildings.

100.3.3 The Consultant's Scope is to come up with three alternatives site plan concepts. The preferred alternative will be chosen by the community with up to two public meetings for input. For purpose of scoping services, one concept is to turn the turf areas into fenced in dog park areas that double as park security fencing, provide playground improvements and / or an exercise station wellness course suggested through City outreach via public survey previously issued. The park program is subject to change based on City and Community input.

Huntridge Circle Park (1251 S. Maryland Parkway) is an existing mature 3.15 Acre park site situated as an island between northbound Maryland Parkway and southbound Maryland Parkway between Francis Ave. to the north and Franklin Ave. to the south. The existing park is currently closed to the public; however, the City is maintaining it. The park features include an existing restroom, two single bay parking lots, a perimeter walkway, a central turf area with a covered slightly raised concrete stage on the southern turf panel, a sculpture at the far south end, a Labyrinth on the south side of the playground, a tube steel perimeter fenced playground with two shade shelters over play equipment, site furnishings, custom site concrete tables and benches, DG walks, pathway lighting throughout, mature trees throughout, and a cast in place concrete low walls along Maryland Parkway (both sides).

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 ***Construction Cost Budget***: $700,000.00.

100.5 CHANGES TO SCOPE OR SERVICES

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

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

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

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

100.6 GENERAL REQUIREMENTS

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

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

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD 2018 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2016 or newer release.

100.6.4 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Contract, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

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

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

100.6.7 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

100.6.8 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.9 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.10 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.11 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the latest adopted versions of the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.12 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the Contractor, except that the Consultant shall have the duty to cooperate with the Contractor in reviewing the proposal for design compliance (including the Contractor provided structural calculations) and providing revisions to the Consultant's

documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the Contractor by change order.

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

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

100.6.15 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

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

100.6.18 Project Management Software. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.6.18.1 The City shall provide:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

100.6.18.2 The Consultant shall provide:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.

- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.
- Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.
- 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.
- Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.7 DEFINITIONS

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

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

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

100.8 CITY'S REVIEW PROCESS

100.8.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

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

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

101 THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

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

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

102 THE CONSULTANT'S RESPONSIBILITIES

102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Programming and Conceptual Design Phase

102.1.3 Schematic Design and Master Planning Phase

102.1.4 Design Development Phase

102.1.5 Construction Document Phase (Not in Contract)

102.1.6 Bidding Phase (Not in Contract)

102.1.7 Construction Administration Phase (Not in Contract)

102.1.8 Post Construction Phase (Not in Contract)

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 **Survey Services:**

With the site being existing, Stantec will perform a site survey to verify and develop base mapping for use in preparing the Huntridge Circle Park's existing site plan. The survey will include documenting pavement edges, visible utility box locations, light poles, irrigation valve boxes, and document all existing tree locations including trunk diameters and tree canopy size critical to designing new improvements. Underground utility location is excluded. The following specific services will be performed:

103.1.2 Control and Boundary Survey:

A control survey will be performed to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Work will be done using a drone-derived photogrammetric point cloud. No aerial mapping or photography work is included in scope. Boundary Control. The control survey will 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 other pertinent records shall be performed. The survey shall use the following horizontal coordinate system and datum: NCRS Las Vegas Zone, NAD83(2011) epoch 2010.0. The survey shall be tied to City of Las Vegas Benchmarks and use the following vertical datum: NAVD88 CLV 2008 Adjustment. 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. The completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the project's designated Professional Land Surveyor (PLS).

103.1.3 Topographic Survey:

Based on the project control survey and utilizing a drone-derived photogrammetric point cloud, a topographic survey of visible 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). The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, and an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The files containing the planimetrics and DTM data shall be prepared under the supervision of the project PLS.

103.1.4 Utility Survey (On-Site Only) Existing utilities:

Gas and Water will be field located dipping, valve stems and mapping lines vertically. Locations of all gas and water utility lines mapped horizontally will be determined by 811 service. Potholing is excluded. Underground information needed to map sewer and storm drain shall be obtained through all available access points, and measured as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures.

103.1.5 Legal Descriptions:
Any legal descriptions required for easement acquisitions (or any other property transactions) will be prepared as required for entitlement process for land development approvals.

103.2 HAZARDOUS MATERIALS SURVEY

103.2.1 The Hazardous Materials Survey is not anticipated at this time. There are no buildings that will be renovated or demolished. If a Hazardous Materials Survey is necessary, it will be authorized as an additional service. Should a Hazardous Materials survey be authorized, it shall be performed in accordance with NRS 338.195 Survey for presence of asbestos required before renovation or demolition of public building.

103.2.1.1 No public building or other public structure may be renovated or demolished until a survey of the building or structure has been made for the presence of asbestos or material containing asbestos.

103.2.1.2 As used in this section, "material containing asbestos" has the meaning ascribed to it by the Division of Industrial Relations of the Department of Business and Industry pursuant to NRS 618.765.(Added to NRS by 1989, 1280; A 1993, 1567)

103.2.2 *Include more depending on your project. This is generally not legally required, see CPM procedures.* The report shall also include the survey and abatement of lead paint, PCBs, and other hazardous materials.

103.3 COST ESTIMATES

103.3.1 The Consultant shall prepare and provide a detailed Independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.3.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.4 GOVERNMENTAL AND AGENCY APPROVALS

103.4.1 **SCOPE OF SERVICES**. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.4.1.1 ***General Plan Amendment.*** If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

103.4.1.2 ***Rezoning***. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

103.4.1.3 ***Site Development Plan Reviews.*** Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.4.1.4 ***Variance and Special Use Permit.*** Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

103.4.1.5 ***Mapping.*** Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

103.4.1.6 ***Utilities***. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.4.1.7 ***Flood/Hydrology Reports.*** Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report.

103.4.1.8 ***Traffic Study.*** If requested by the City, traffic studies shall be provided as an Additional Service.

103.4.1.9 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

- Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

- Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.4.2 ***SUBMIT, REVIEW AND INCORPORATE.*** Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.4.3 Complete, stamp and sign, and submit the Desert Conservation Plan Form at the time of grading permit submission or any other permit submission that may occur prior to a grading permit submission.

103.4.4 ***FEES.*** Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.4.5 ***CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY.*** The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of

Public Works, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.4.6 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.5 GEOTECHNICAL DATA

103.5.1 GEOTECHNICAL REPORT. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.5.2 GEOTECHNICAL DATA REPORT is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.5.3 GEOTECHNICAL INTERPRETIVE REPORT is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

103.5.4 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.

103.5.5 SPECIFICATION. The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.5.6 NUMBER OF SOIL BORINGS. The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if

insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

104 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

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

104.1.1 ***GEOTECHNICAL REPORT***. A geotechnical report is not anticipated. If required, a geotechnical report will be provided by the City of Las Vegas.

104.1.2 ***SITE SURVEY***. Prepare a boundary and topographic survey for the Project.

104.1.3 ***HAZARDOUS MATERIALS SURVEY.*** A Hazardous Material Survey is not required at this time. If required, an ASR will be authorized by the City of Las Vegas and the consultant shall prepare a survey and abatement recommendations.

104.1.4 ***GENERAL PROJECT PROGRAM REQUIREMENTS***. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.5 ***PROGRAMMING REPORT***. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

The Consultant shall develop three (3) program concepts with freehand plan sketches or other means to further develop themes in subsequent phases. Work includes developing and collaborating concept ideas with City staff for approval.

104.1.6 ***SITE UTILIZATION REPORT***. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

104.1.7 ***ESTIMATE.*** Prepare a conceptual level Construction Cost Estimate for the Project.

104.1.8 ***REVIEW.*** Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

104.1.9 ***SUBMITTAL.*** Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, three (3) preliminary conceptual design site plan and building elevations if applicable, and other documents listed in **Exhibit "B"**. The Consultant will furnish pdfs unless hard copies are requested. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

105 SCHEMATIC DESIGN (SD) PHASE

105.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

105.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

As a continuation of the programming concepts developed for Programming Phase Task 104, Consultant will further develop the three (3) site plans colored for use in public meetings and up to six (6) Support Graphics each showing photos of proposed products and materials of the proposed improvements for review and comment. Work includes meeting with City staff (virtually) up to two (2) meetings to present the proposed graphics for review and comment and making revisions to the graphics ready for presentation to the public. Graphics will be presented on either 24x36 or 36x48 size medium in color.

105.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

105.1.4 ESTIMATE. Prepare a schematic level Construction Cost Estimate. The Consultant will provide opinion of probable construction costs for each concept to confirm the proposed improvements will be within project budget established by the City.

105.1.5 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.6 SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

- ***105.1.6.1*** Programming Report from the previous phase.
- ***105.1.6.2*** Site Utilization Report from the previous phase.
- ***105.1.6.3*** Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
- ***105.1.6.4*** Project Budget (provided by City).
- ***105.1.6.5*** Construction Cost Estimate.
- ***105.1.6.6*** Project Schedule (provided by City).

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105.1.7 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.8 PUBLIC OUTREACH: As part of this scope of work, Consultant project manager will attend and participate in up to two (2) public neighborhood meetings to present the three (3) alternatives for review and selection of one to proceed with. The second meeting will be held to present the selected alternative as the preferred alternative to

proceed into design with. The Meeting location, date, time, and outreach for the meeting to be coordinated and scheduled by City Staff.

105.1.9 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

106 DESIGN DEVELOPMENT (DD) PHASE

106.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

106.2 ***DOCUMENTS.*** Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

106.2.1 DRAWINGS:

106.2.1.1 Building data and code analyses.
106.2.1.2 Utility plans, including both on-site and off-site improvements.
106.2.1.3 Paving and grading plans, including both on-site and off-site improvements.
106.2.1.4 Planting plans.
106.2.1.5 Irrigation plans.
106.2.1.6 Site plans.
106.2.1.7 Floor plans, indicating the size of rooms and furniture arrangements.
106.2.1.8 Reflected ceiling plans.
106.2.1.9 Roof plans.
106.2.1.10 Building elevations.
106.2.1.11 Building and wall sections.
106.2.1.12 Finish schedules.
106.2.1.13 Foundation plans.
106.2.1.14 Framing plans.
106.2.1.15 Heating, ventilating and air conditioning (HVAC) plans.
106.2.1.16 Plumbing plans.
106.2.1.17 Lighting plans.
106.2.1.18 Power plans
106.2.1.19 Low voltage system plans.
106.2.1.20 Signage plans.
106.2.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.2.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, “Part 1 – Section Includes” and completed “Part 2 – Products” for each section.

106.2.3 MOUNTED REVIEW BOARDS. The mounted boards are delivered in the Schematic Design Phase.

106.2.4 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.2.5 ***VALUE ENGINEERING SESSION.*** Upon reconciliation of the Consultant's Construction Cost Estimate to the Construction Cost Budget, the Consultant's design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants. Fees are based on minor design revisions.

106.2.6 ***SUBMITTAL.*** Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Submittal shall be provided in pdf format.

106.2.7 ***REVIEW.*** The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

106.2.8 ***Site Development Review***: Consultant will prepare necessary entitlement drawings for submission into City Planning per Title 19 requirements. City will determine if this will be processed as administrative review or full design review requiring Planning and City Council attendance and approvals. Consultant will contact planning to schedule all pre-design application reviews and design application reviews as required and submit all required document on-line through City of Las Vegas Portal.

106.2.9 ***Review:*** Stantec will meet with City staff (virtually) to review all document comments and address accordingly.

107 CONSTRUCTION DOCUMENTS (CD) PHASE *(NOT IN CONTRACT)*

107.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

107.1.1 ***CONSTRUCTION DOCUMENTS***. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.2 ***BID DOCUMENTS***. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.3 ***ESTIMATES.*** Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.4 ***CONSTRUCTION SCHEDULE***. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

107.1.6 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.7 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

107.1.7.1 **Prepare 50 percent Construction Documents**, including the following:

- General
  - Completed title sheets, abbreviations, legends and site plans.
  - Responses to 100 percent Design Development review comments and incorporation into the documents as required.
  - Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
  - Reference of all applicable codes, Project data and design numbers for rated assemblies.

- Civil
  - Existing facilities plans showing all existing topography and improvements.
  - Utility distribution plans with sizes of all new and existing utilities.
  - Rough grading plans.
  - Finish paving and grading plans.
  - Horizontal control plans.
  - Horizontal and vertical control plans for all site lighting pole bases.
  - Details with references to the plans.
  - Final calculations required to meet all levels of completion.

- Landscape
  - Landscaping plans denoting all materials and sizes.
  - Irrigation plans with sizing of all piping.
  - Details with references to the plans.

- Architectural
  - Floor plans with all dimensions and room finishes noted.
  - All door, window, hardware, and glazing schedules complete.
  - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
  - All elevations and sections.
  - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
  - Interior and exterior details.
  - All section and detail bubbles completed to indicate the location of the sections and details.

- Structural

- Foundation plans including all dimensions.
- Intermediate floor framing plans with complete section cuts and detail references.
- Complete section and detail sheets.
- Completed and detailed roof framing plans.
- Final calculations required to meet this level of completion.

- Mechanical/Plumbing
  - All HVAC sizing (ducts and equipment).
  - All air flow quantities noted.
  - All mechanical equipment and fixture schedules completed.
  - All pipe sizes noted.
  - Cathodic protection requirements specified.
  - Points-of-connection including invert elevations.
  - Completed riser diagrams.
  - All control diagrams shown and completed.
  - All details completed and referenced to the plans.
  - Final calculations required to meet this level of completion.

- Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - All special systems including grounding wells.
  - All details completed and referenced to the plans.
  - Fire alarm riser diagrams and zone schedules.
  - Final calculations required to meet this level of completion.

- Specifications
  - Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
  - Final form technical specifications in CSI format.

107.1.7.2 **Prepare 70 percent Construction Document**s, including the following:

- Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

107.1.7.3 **Prepare 90 Percent Construction Documents**, including the following:

- Drawings
  - Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

- Specifications
  - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations.

- General
  - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
  - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.
  - Provide Exterior Light Fixture cut sheets for review

107.1.7.4 **Prepare 100% Construction Documents**, including the following:

- Drawings
  - Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

- Specifications
  - Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

- General
  - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

  - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B**".

108 BIDDING PHASE *(NOT IN CONTRACT)*

108.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

108.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

108.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper

procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.3.3 Attend and participate in the Pre-bid meeting.

108.3.4 Participate in bid evaluation and recommendations.

108.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

109 CONSTRUCTION ADMINISTRATION PHASE *(NOT IN CONTRACT)*

109.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

109.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F" (Key Personnel List)**, or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

109.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.3.1 ***MEETINGS.*** Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.3.2 ***SITE VISITS.*** Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.3.3 ***DEFECTIVE WORK.*** Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.3.4 ***PAYMENT APPLICATIONS***. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.3.5 ***DOCUMENT REVISIONS***. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.3.6 ***SUBSTITUTIONS.*** The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.3.7 ***INTERPRETATIONS.*** If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.3.8 ***RFI.*** Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site

conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.3.10 CONSTRUCTION CHANGE ORDERS. Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is 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, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.3.11 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.3.13 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.3.14 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.3.15 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

109.3.15.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

109.3.15.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

109.3.15.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days and submittals within 10 calendar**

days of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

109.3.15.4 **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

110 POST CONSTRUCTION PHASE *(NOT IN CONTRACT)*

110.1 The Consultant shall provide the following scope of services:

Include Record Documents service only if required or desired for future work on the project; not the city standard service.

110.1.1 ***RECORD DOCUMENTS.*** Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

110.1.2 ***WARRANTY.*** Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.



END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

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

201 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

201.1 Geotechnical Report. CLV to provide if required.
201.2 Site Survey.
201.3 Hazardous Material Survey. ASR if required.
201.4 Programming Report.
201.5 Site Utilization Report.
201.6 Construction Cost Estimate.
201.7 Conceptual Design Drawings.

202 SCHEMATIC DESIGN AND MASTER PLANNING PHASE

202.1 Schematic Design Drawings.
202.2 Construction Cost Estimate.
202.3 Presentation Drawings, mounted
202.4 Materials Board
202.5 Project Scope and Budget Report.

203 DESIGN DEVELOPMENT PHASE

203.1 Drawings and Specifications.
203.2 Presentation Drawings, mounted (Provided in Schematic Design Phase)
203.3 Materials Board. (Provided in Schematic Design Phase)
203.4 Flood/Hydrology Report draft, if required by governing authorities
203.5 Construction Cost Estimate.

204 CONSTRUCTION DOCUMENT PHASE *(NOT IN CONTRACT)*

204.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.
204.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
204.3 NV Power, CenturyLink, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
204.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A**") at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
204.6 Building Permit Application.
204.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.

204.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

204.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

204.10 Drawing list with sheet title and issue date for each sheet.

204.11 Specifications contributing authors' stamps and signatures.

205 BIDDING PHASE *(NOT IN CONTRACT)*

205.1 All bidding documents in pdf format for posting on DemandStar.com.

205.2 Requested and necessary addenda.

206 CONSTRUCTION ADMINISTRATION PHASE *(NOT IN CONTRACT)*

206.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.

206.2 Drainage Compliance Report.

207 POST CONSTRUCTION PHASE *(NOT IN CONTRACT)*

207.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

207.2 LEED Credits Reports and Certification.

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.

301 PHASE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	0042	Includes 2 week City review period.
Schematic Design	0084	Includes 2 week City review period.
Design Development	0054	Includes 2 week City review period. (Excludes DSC Planning / Approval time)
TOTAL	**0180**	

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

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

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 responsible for any damages 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.

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

302.3.3 The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.3.5 The NV Power design precedes the CenturyLink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal Contract process, which requires official approval by both the District Board and the City Council.

302.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

303 CONSTRUCTION SCHEDULE CHANGES

303.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Section, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Section, the Allowed Period is the time period beginning on the first day that the 50%

increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

303.1.2.1 **PRIOR WRITTEN APPROVAL REQUIRED**. If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

303.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

303.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

303.1.2.4 Eligible personnel may include the individuals and positions named in this Contract but not support personnel as defined in **Exhibit "E".**

303.1.2.5 Eligible activities may include the tasks required in this Contract and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

303.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in **Exhibit "E"** unless otherwise agreed to by the parties to this Contract. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

303.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

303.1.2.8 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

303.1.2.9 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.2.10 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2 ***Post Construction.*** No adjustments shall be made to the Post Construction Phase fee due to changes in construction 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 $76,956.00. 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 SECTION 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1 The For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this **Exhibit "D"** (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in **Exhibit "A"** (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	%	$24,240.00	
Schematic Design	%	$18,672.00	
Design Development	%	$27,048.00	
	TOTAL	**$69,960.00**	

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.4 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES

At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.5 CONSTRUCTION COST ESTIMATES

Consultant shall **deduct** from the above Fees **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase. Where noted in scope of work to provide.

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 Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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		COMMENTS
TOTAL NOT-TO-EXCEED COST	$7,000.00	

END OF EXHIBIT "D"

EXHIBIT E
ADDITIONAL COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION **Stantec**	**HOURLY RATE**
Principal	$ 234
Project Manager	$ 218
Sr. Landscape Architect	$ 193
Landscape Architect	$ 163
Designer	$ 154

502 SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 GCW	**RATE**	**UNIT**
Principal	$ 232	Per Hour
Associate	$ 227	Per Hour
Supervising PM/Engineer/Surveyor	$ 216	Per Hour
Project Manager	$ 186	Per Hour
Project Engineer / Surveyor	$ 175	Per Hour
Supervising Designer	$ 165	Per Hour
Designer/Survey Office Technician	$144	Per Hour
Senior CAD Technician	$124	Per Hour
CAD Technician	$113	Per Hour
Survey: Party Chief	$120	Per Hour
Instrument Operator	$75	Per Hour

SUBCONSULTANT #2 TJK Consulting Engineers	RATE	UNIT
Project Architect / Manager	$232	Per Hour
Architect / Engineer	$155	Per Hour
Designer	$139	Per Hour
Specification Writer	$83	Per Hour
Technician / CADD Operator	$77	Per Hour
Clerical	$52	Per Hour

SUBCONSULTANT #3 Aqua Engineering	RATE	UNIT
Irrigation Engineer of Record	$191	Per Hour
Irrigation Principal in Charge	$165	Per Hour
Irrigation Project Manager	$160	Per Hour
Irrigation Designer/IT Manager	$124	Per Hour
Administrative Staff	$62	Per Hour

SUBCONSULTANT #4 O'Conner Construction Mgt. Inc	RATE	UNIT
Principal	$232	Per Hour
Estimating Manager	$191	Per Hour
Senior Estimator	$180	Per Hour
Estimator	$155	Per Hour

503 ADDITIONAL SERVICES RATES

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

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

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

503.3 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.

503.4 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.

504 REIMBURSABLE EXPENSES

504.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Graphic Boards for Public Meetings

504.2 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.

504.3 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.

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

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

504.6 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.

504.7 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.

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

504.9 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: Marlene Siska, AIA

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steven Ford, 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.

601.1.1 ~~CONSULTANT REPRESENTATIVE:~~ Cary Baird, RLA, CLARBC

601.1.2 ~~CONSULTANT REPRESENTATIVE'S SUPERVISOR:~~ Paul Marcillac, RLA, LEED AP

601.1.3 ~~PROJECT LANDSCAPE ARCHITECT:~~ Jillian Johnson, RLA or Katie McNguyen, RLA

601.1.4 **RESPONSIBLE IN CHARGE PERSON**: Cary Baird, PLA, CLARB
(List name of individual Landscape Architect as licensed)

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER:** NV#405
(List Landscape Architect license number)

602 CONSULTANT'S SUBCONSULTANTS

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

602.1.1 CIVIL ENGINEER: Johnnie Pate JR., PE, GCW Inc

602.1.2 STRUCTURAL ENGINEER: (NIC)

602.1.3 MECHANICAL ENGINEER: (NIC)

602.1.4 ELECTRICAL ENGINEER: John Bracken, PE

602.1.5 IRRIGATION DESIGN: Doug MacDonald

602.1.6 INDEPENDENT COST ESTIMATOR: Kim Corkill, OCMI

602.1.7 GEOTECHNICAL ENGINEER: (NIC)

602.1.8 LAND SURVEYOR: Paul Burn, GCW Inc.

END OF EXHIBIT "F"

EXHIBIT “G”
EXAMPLE INVOICE

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period of Performance for this Pay Request:
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
1	**Conceptual**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Conceptual				$0.00	$0.00			
					$0.00	$0.00			
2	**Schematic**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Schematic				$0.00	$0.00			
					$0.00	$0.00			
3	**Design Development**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Design Development				$0.00	$0.00			
					$0.00	$0.00			
4	**90% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	90% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
5	**100% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	100% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
6	**Bidding Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Bidding Phase				$0.00	$0.00			
					$0.00	$0.00			
7	**Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
8	**Post-Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	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**	$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 AMOUNT OF INVOICE:		**$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**

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

STAFF WHO WORKED ON PROJECT FOR THIS PAY REQUEST

NAME	TITLE	ESTIMATED HOURS

OTHER DIRECT EXPENSES (backup documentation required)

DESCRIPTION			TOTAL
		TOTAL	$0.00

SUBCONSULTANTS (Backup documentatuion with breakdown required)

FIRM NAME	TOTAL
TOTAL	$0.00

EXHIBIT "H"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: Stantec Consulting Services Inc.	
Address: 3010 W Charleston Blvd., Suite 100	**City / ST / Zip:** Las Vegas, NV 89102
Telephone: 702-878-8010	**EIN or DUNS :** 11-2167170
Block 2: Description / Subject Matter of Contract	
Services for: Huntridge Circle Park	**Project Number:** 2042626500

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	See attached List		
2			
3			
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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: SCSI Disclosure of Ownership and Principals

Date of Attached Document: July 22, 2021 Number of Pages: 3

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.

State of Nevada
County of Clark

ANTHONY ABAD SANTOS
Notary Public - State of Nevada
County of Clark
APPT. NO. 21-2782-01
My App. Expires Apr. 12, 2025

Signature

9-28-2021
Date

Subscribed and sworn to before me this 28 day of September, 2021

Notary Signature

STANTEC CONSULTING SERVICES INC.

SHAREHOLDERS: Mustang Acquisition Holdings Inc. - 100%

DIRECTORS:

Stuart E. Lerner
Jeffrey P. Stone

OFFICERS:

President	Gordon A. Johnston
Chief Operating Officer – North America & Executive Vice President	Stuart E. Lerner
Chief Operating Officer – Global & Executive Vice President	Catherine Schefer
Chief Business Officer & Executive Vice President	Valentino DiManno
Chief Human Resources Officer & Executive Vice President	Asifa Samji
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Secretary	Christopher O. Heisler
Assistant Secretary	Jeffrey P. Stone
Treasurer	Theresa Jang

*Appointed for licensing purposes in Florida

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: Stantec Consulting Services Inc.	
Address: 3010 W Charleston Blvd., Suite 100	**City / ST / Zip:** Las Vegas, NV 89102
Telephone: 702-878-8010	**EIN or DUNS :** 11-2167170
Block 2: Description / Subject Matter of Contract	
Services for: Huntridge Circle Park	**Project Number:** 2042626500

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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Name of Attached Document: SCSI Disclosure of Ownership and Principals

Date of Attached Document: July 22, 2021 Number of Pages: 3

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.

State of Nevada
County of Clark

ANTHONY ABAD SANTOS
Notary Public - State of Nevada
County of Clark
APPT. NO. 21-2782-01
My App. Expires Apr. 12, 2025

Signature

9-28-2021
Date

Subscribed and sworn to before me this 28 day of September, 2021

Notary Signature

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SHAREHOLDERS: Mustang Acquisition Holdings Inc. - 100%

DIRECTORS:

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Jeffrey P. Stone

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*Appointed for licensing purposes in Florida

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
14

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 21.MWA870.D1-SK, Prime Design Services for Respite Center at Salvation Army, located at 1581 North Main Street - Department of Public Works - Award recommended to: KGA, INC. (Not-to-Exceed $108,300 - COVID-19 Special Revenue Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $108,300
Funding Source: COVID-19 SRF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for design services to either add to the existing structure or demolish and replace the existing structure. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. KGA, 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. 21.MWA870.D1-SK
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
RESPITE CENTER AT SALVATION ARMY

This PRIME DESIGN SERVICES CONTRACT FOR RESPITE CENTER AT SALVATION ARMY (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 (the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, **KGA, Inc**, (the "Consultant"), **a corporation** (LLC, CORP), whose address is **9075 West Diablo Dr. Ste 300, Las Vegas, NV 89148.**

PROJECT DESCRIPTION: This project will be located at the old Salvation Army facility located at 1581 N. Main Street, Las Vegas. The design contract will consist of six (6) different options for a Respite Center located at this property. The City will select which option to pursue after all the different options are presented.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Respite Center at Salvation Army (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 Additional Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

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

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

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

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

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

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

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 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 the fee in the amount identified in the Fee Breakdown, Exhibit "D" attached hereto, pursuant to invoices submitted in accordance with Section 7.4 of this Contract.

7.2 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant either a lump sum fee, or an hourly fee based on the hourly labor rate schedule set forth in the Additional Compensation, whichever is agreed to by the parties, provided prior written approval for such services is given by the City Representative.

7.3 ***Compensation: Reimbursable Expenses.*** The Consultant agrees that all of its direct and indirect expenses are included in the fee for Basic Services and the agreed upon compensation for any Additional Services, except as may be specifically allowed for reimbursable expenses as part of Additional Compensation.

7.4 **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 (Scope of Services) 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.

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

set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.6 ***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 percentage of completion of the Project, 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 percentage of the Project completed 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 (i) 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 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

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

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

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

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

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

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

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

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

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

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed Twenty-Five Thousand ($25,000) 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 "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "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 10.20C. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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 11/24/21
John S. Ridilla
Chief Deputy City Attorney

CAO JSR APPROVED

KGA, Inc.

By: _____
James Lord II, AIA
Partner, CEO

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

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EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

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

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:

100.2.1.1 Site address: 1581 N. Main Street, Las Vegas, NV 89101

100.2.1.2 Entire area of assessor's parcel number(s): 139-27-502-016

100.2.1.3 Gross site acreage: 1.18 acres

100.2.1.4 Offsite improvement area: Utility are existing. Modifications may be required to increase capacity of utilities if larger building option is selected

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:

100.3.2 Approximate gross building square footage: Existing building on site is 15,645sf. Size of new building will depend on option selected.

100.3.3 Improvement description: Design a new Respite Center for the City of Las Vegas. Option 1: Design a one-story addition (8,000sf) at the existing grade at the back of the existing facility. Option 2: Design a two-story addition at the existing grade at the back of the existing facility. Option 3: Remove approx. 4' of dirt at the back of the building and construct a one story facility (8,000sf). Option 4: Remove approx. 4' of dirt at the back of the building and construct a two-story facility (16,000sf). Option 5: Demo the existing facility and grade the site level and build a new one story facility (22,000sf). Option 6: Demo the existing facility and grade the site level and build a new two-story facility (44,000sf).

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 ***Construction Cost Budget***: $TBD. Based on Option selected

100.5 CHANGES TO SCOPE OR SERVICES

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

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

100.5.3 ***CHANGE IN SCOPE***. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's

compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

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

100.6 GENERAL REQUIREMENTS

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

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

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD 2020 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2016 or newer release.

100.6.4 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Contract, in a secure off-site location and to restore these documents upon need and to provide them to the City upon request. This backup obligation shall beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

100.6.5 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 016000."

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

100.6.7 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or

the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

100.6.8 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.9 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.10 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.11 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the latest adopted versions of the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.12 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the Contractor, except that the Consultant shall have the duty to cooperate with the Contractor in reviewing the proposal for design compliance (including the Contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the Contractor by change order.

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

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

100.6.15 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

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

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

100.6.18 ***Project Management Software***. Upon City request, Consultant shall utilize the City's online project management software (MasterWorks) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

100.6.18.1 The City shall provide:

- A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
- The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
- User accounts for Consultant's access to the MasterWorks software.

100.6.18.2 The Consultant shall provide:

- Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MasterWorks software.
- Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's

assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

- 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.
- Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.7 DEFINITIONS

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

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

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

100.8 CITY'S REVIEW PROCESS

100.8.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

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

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

101 THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

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

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

102 THE CONSULTANT'S RESPONSIBILITIES

102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Programming and Conceptual Design Phase

102.1.3 Schematic Design and Master Planning Phase

102.1.4 Design Development Phase

102.1.5 Construction Document Phase

102.1.6 Bidding Phase

102.1.7 Construction Administration Phase

102.1.8 Post Construction Phase

103 RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1 *Survey*

103.1.1 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.
- The City will provide the consultant with the existing surveys.
- Fee Breakdown. All survey fees shall be separated into the following items (unless requested otherwise by the City Surveyor):
    - Control Survey
    - Topographic Survey
    - Utility Survey
    - Legal Descriptions.

103.1.2 Control Survey

- General. A control survey will be performed 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.
- 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.

103.1.3 Topographic Survey

- General. Based on the project control survey 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.**

- 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 first 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.

103.1.4 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 103.1.3 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.

103.1.5 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.

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

103.2 HAZARDOUS MATERIALS SURVEY

103.2.1 The Consultant shall provide a hazardous material survey and abatement report of the existing structures located on the Project site, in compliance with NRS 338.195 and other regulatory authorities overseeing the presence and abatement of asbestos.

NRS 338.195 Survey for presence of asbestos required before renovation or demolition of public building.

103.2.1.1 No public building or other public structure may be renovated or demolished until a survey of the building or structure has been made for the presence of asbestos or material containing asbestos. The facility was surveyed in 2018 by Western Technologies and no asbestos material was detected on the interior of the facility. Another survey was conducted in 2009 by Ninyo & Moore on the roofing material. It was determined that the roof had small traces of hazardous material; up to 10% of chrysotile asbestos was detected.

103.2.1.2 As used in this section, "material containing asbestos" has the meaning ascribed to it by the Division of Industrial Relations of the Department of Business and Industry pursuant to NRS 618.765.(Added to NRS by 1989, 1280; A 1993, 1567)

103.2.2 The report shall also include the survey and abatement of lead paint, PCBs, and other hazardous materials. Reports are available for your use upon request.

103.3 LEED DESIGN

103.3.1 The City has mandated that new, occupied public buildings built by and for the City are to be designed to LEED (Leadership in Energy and Environmental Design) Silver level or higher standards. Certification is not a requirement.

103.4 COST ESTIMATES

103.4.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the CSI UniFormat II style. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.4.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.5 GOVERNMENTAL AND AGENCY APPROVALS

103.5.1 **SCOPE OF SERVICES**. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.5.1.1 ***General Plan Amendment.*** If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required GPAs. If requested, meeting representation shall be an additional service.

103.5.1.2 ***Rezoning***. If requested by the City, assist in the application preparation, supporting documentation and meeting representation for any required rezonings. If requested, meeting representation shall be an additional service.

103.5.1.3 ***Site Development Plan Reviews.*** Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.5.1.4 ***Variance and Special Use Permit.*** Provide assistance in the needs determination, application preparation, supporting documentation and meeting representation for any required variances or special use permits. If requested, meeting representation shall be an additional service.

103.5.1.5 ***Mapping.*** Tentative maps, final maps, vacations, parcel maps, and annexations shall be considered Additional Services unless otherwise identified in this Contract.

103.5.1.6 ***Utilities***. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.5.1.7 ***Flood/Hydrology Reports.*** Comply with all requirements and gain required approvals from Regional Flood Control and City of Las Vegas Public Works Department, including a Drainage Compliance Report.

103.5.1.8 ***Traffic Study.*** If requested by the City, traffic studies shall be provided as an Additional Service.

103.5.1.9 New and Modified Stationary Sources of Air Pollutants Permits. Should the Project program or Consultant's design and specification require a review or permit from the Clark County Department of Air Quality and Environmental Management for Stationary Sources, the Consultant shall provide the following services in regard to such Stationary Sources, including but not limited to Project pool heaters, generators, storage tanks, boilers, cooling towers, and fuel dispensing:

- Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

- Operating Permit. If requested by the City, assist in the preparation of the required calculations and documentation.

103.5.2 ***SUBMIT, REVIEW AND INCORPORATE.*** Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct

design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.5.3 Complete, stamp and sign, and submit the Desert Conservation Plan Form at the time of grading permit submission or any other permit submission that may occur prior to a grading permit submission.

103.5.4 ***FEES.*** Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.5.5 ***CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY.*** The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, 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 Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. 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.

103.5.6 ***APPROVAL.*** The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

103.6 GEOTECHNICAL DATA

103.6.1 ***GEOTECHNICAL REPORT***. Regardless whether the geotechnical report is being provided for the Project by the City or Consultant, it shall be prepared as two separately bound reports, containing and utilized as follows:

103.6.2 ***GEOTECHNICAL DATA REPORT*** is a compilation of geotechnical information about the Project site discovered during investigations of the site required for preparation of the Soils Report. This report may include boring logs and tests, but excludes interpretations and recommendations. The Geotechnical Data Report will be included and incorporated into the Contract Documents, with the following instructions to the Contractor:

This Geotechnical Data Report is provided for inspection and review only. The City cannot and does not warrant the accuracy or reliability of the information included in the Geotechnical Data Report. Such borings and data are subject to sampling errors. The Geotechnical Data Report was prepared for design purposes and may not provide sufficient data for bid preparation by some contractors. Bidders and the Contractor are solely responsible for assumptions, deductions, interpretations and conclusions they may make or obtain from any such information. The information contained in the Geotechnical Data Report is not to be used by the Contractor for any design work including the design of temporary construction facilities. The Geotechnical Data Report is provided in the Contract Documents with the express understanding of the preceding.

103.6.3 ***GEOTECHNICAL INTERPRETIVE REPORT*** is the geotechnical investigation report or geotechnical interpretive report prepared for the design of the Project including the initial report, attachments, and appendices. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Interpretive Report shall not be made available to bidders or incorporated as a part of the bid documents or Contract Documents. It is understood that information contained in the Geotechnical Interpretive Report is to be solely used for the design

of the Project and estimating purposes and not by others for any purpose including construction. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

103.6.4 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.

103.6.5 ***SPECIFICATION.*** The City will provide the Consultant with a sample specification "Section 02050 – Subsurface Conditions" to demonstrate how this split report is to be utilized in placing the Contractor at risk for many unknown subsurface conditions, which the Consultant shall use to model his bid documents after in achieving the same purpose.

103.6.6 ***NUMBER OF SOIL BORINGS.*** The Consultant acknowledges that the City's standard of placing the Contractor at risk for many unknown subsurface conditions can substantially increase the bid prices for the Project if insufficient data is provided, and that in order to limit this Contractor risk, twice as many, and deeper, borings will be provided than would have been normally produced for this Project, as further described in the City Design Standards. If the Consultant is responsible for providing the geotechnical report, these additional borings will be provided by the Consultant at no additional cost to the City as a part of the Consultant's Basic Services.

104 PROGRAMMING AND CONCEPTUAL DESIGN PHASE

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

104.1.1 ***GEOTECHNICAL REPORT***. Prepare a geotechnical report for the Project.

104.1.2 ***SITE SURVEY***. Review the boundary and topographic survey for the Project from the City.

104.1.3 ***HAZARDOUS MATERIALS SURVEY.*** Review the survey and abatement recommendations for existing structures and improvements.

104.1.4 ***GENERAL PROJECT PROGRAM REQUIREMENTS***. Receive from the City the preliminary space requirements list for current and future needs, budget and other requirements for the Project.

104.1.5 ***PROGRAMMING REPORT***. Work with the City in detailing the program for the Project, including size, relationship and needs of the spaces and activities. Prepare for the City's approval, a draft Programming Report, which details all goals, needs, spatial, and adjacency requirements of the Project.

104.1.6 ***SITE UTILIZATION REPORT***. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

104.1.7 ***ESTIMATE.*** Prepare a conceptual level Construction Cost Estimate for the Project.

104.1.8 ***REVIEW.*** Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, and Construction Cost Estimate. Incorporate the City's review comments.

104.1.9 ***SUBMITTAL.*** Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in **Exhibit "B"**. Include the (6) six different options for the City to determine which design will be carried forward for the completion of the contract.

Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

105 SCHEMATIC DESIGN (SD) PHASE – Future Phase

105.1 The City will select one of the (6) options presented and the consultant will follow through on the completion of the contract documents. Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

105.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

105.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project. Unless otherwise directed, three (3) alternatives are considered the minimum quantity of alternatives to present for review and decision making.

105.1.3 LEED CREDITS REPORT. Maintain an updated list of LEED credits being considered in the design.

105.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

105.1.5 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

105.1.6 SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

105.1.6.1 Programming Report from the previous phase.
105.1.6.2 Site Utilization Report from the previous phase.
105.1.6.3 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.
105.1.6.4 Outline specification.
105.1.6.5 Project Budget (provided by City).
105.1.6.6 Project Schedule (provided by City).

105.1.7 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

105.1.8 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Design Development Phase.

106 DESIGN DEVELOPMENT (DD) PHASE– Future Phase

106.1 Upon authorization by the City to proceed with the Design Development Phase, the Consultant shall:

106.2 ***DOCUMENTS.*** Based on the approved Schematic Design Submittal and any adjustments authorized by the City, the Consultant shall prepare the Design Development Documents consisting of the drawings, outline specifications and other documents establishing the size and character of the Project as to the architectural, mechanical and the electrical systems, materials and such other elements as may be appropriate. Incorporate requested changes into appropriate documents. All incorporated changes shall be fully coordinated within and between disciplines. Design Development documents shall minimally include the following:

106.2.1 DRAWINGS:

106.2.1.1 Building data and code analyses.
106.2.1.2 Utility plans, including both on-site and off-site improvements.
106.2.1.3 Paving and grading plans, including both on-site and off-site improvements.
106.2.1.4 Planting plans.
106.2.1.5 Irrigation plans.
106.2.1.6 Site plans.
106.2.1.7 Floor plans, indicating the size of rooms and furniture arrangements.
106.2.1.8 Reflected ceiling plans.
106.2.1.9 Roof plans.
106.2.1.10 Building elevations.
106.2.1.11 Building and wall sections.
106.2.1.12 Finish schedules.
106.2.1.13 Foundation plans.
106.2.1.14 Framing plans.
106.2.1.15 Heating, ventilating and air conditioning (HVAC) plans.
106.2.1.16 Plumbing plans.
106.2.1.17 Lighting plans.
106.2.1.18 Power plans
106.2.1.19 Low voltage system plans.
106.2.1.20 Signage plans.
106.2.1.21 Any other drawings necessary to describe the Project sufficiently including theming and phasing, and to prepare an accurate cost estimate.

106.2.2 SPECIFICATIONS. Prepare all sections required to be included in the Specifications for the completed Contract Documents. Include in the DD Phase Specifications submittal, “Part 1 – Section Includes” and completed “Part 2 – Products” for each section.

106.2.3 LEED CREDITS REPORT. Update the list of LEED credits being in the design.

106.2.4 MOUNTED REVIEW BOARDS. Prepare colored site plans, exterior elevations, exterior and interior color/materials boards, renderings and other design information as required to properly illustrate the proposed design for the City’s review and approval.

106.2.5 ESTIMATE. Prepare a detailed Construction Cost Estimate.

106.2.6 VALUE ENGINEERING SESSION. Upon reconciliation of the Consultant’s Construction Cost Estimate to the Construction Cost Budget, the Consultant’s design team, including all consultants from any contractual tier, shall participate in a Value Engineering Session with City personnel and consultants.

106.2.7 ***SUBMITTAL.*** Prepare a formal Design Development Submittal to include all City approved Design Development Documents. Provide ten (10) copies of the final documents from this phase.

106.2.8 ***REVIEW.*** The Consultant's design team shall participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Design Development Submittal. Comments regarding the Design Development Submittal shall be incorporated into the Construction Documents Submittal. The City shall give written approval of the final Design Development Submittal prior to the Consultant proceeding with the Construction Documents Phase.

107 CONSTRUCTION DOCUMENTS (CD) PHASE – Future Phase

107.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

107.1.1 ***CONSTRUCTION DOCUMENTS***. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

107.1.2 ***BID DOCUMENTS***. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the Contract between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

107.1.3 ***LEED CREDITS REPORT***. Update the list of LEED credits being pursued In the design.

107.1.4 ***ESTIMATES.*** Prepare and submit a detailed Construction Cost Estimate at 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

107.1.5 ***CONSTRUCTION SCHEDULE***. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

107.1.6 ***REVIEWS.*** Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 70 percent and 90 percent CD Submittals.

107.1.7 ***CONSTRUCTABILITY AND BIDABILITY REVIEWS***. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

107.1.8 ***CD SUBMITTALS.*** Provide ten (10) copies each of 70 percent, 90 percent and 100 percent final documents from this phase to the City for review and comment.

107.1.8.1 **Prepare 70 percent Construction Documents**, including the following:

- General
  - Completed title sheets, abbreviations, legends and site plans.
  - Responses to 100 percent Design Development review comments and incorporation into the documents as required.
  - Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
  - Reference of all applicable codes, Project data and design numbers for rated assemblies.

- Civil
  - Existing facilities plans showing all existing topography and improvements.
  - Utility distribution plans with sizes of all new and existing utilities.
  - Rough grading plans.
  - Finish paving and grading plans.
  - Horizontal control plans.
  - Horizontal and vertical control plans for all site lighting pole bases.
  - Details with references to the plans.
  - Final calculations required to meet all levels of completion.

- Landscape
  - Landscaping plans denoting all materials and sizes.
  - Irrigation plans with sizing of all piping.
  - Details with references to the plans.

- Architectural
  - Floor plans with all dimensions and room finishes noted.
  - All door, window, hardware, and glazing schedules complete.
  - Roof and reflected ceiling plans that reflect coordination with structural, mechanical, and electrical systems.
  - All elevations and sections.
  - Enlarged plans of specific rooms or areas as needed to accurately portray the work.
  - Interior and exterior details.
  - All section and detail bubbles completed to indicate the location of the sections and details.

- Structural
  - Foundation plans including all dimensions.
  - Intermediate floor framing plans with complete section cuts and detail references.
  - Complete section and detail sheets.
  - Completed and detailed roof framing plans.
  - Final calculations required to meet this level of completion.

- Mechanical/Plumbing
  - All HVAC sizing (ducts and equipment).
  - All air flow quantities noted.
  - All mechanical equipment and fixture schedules completed.
  - All pipe sizes noted.
  - Cathodic protection requirements specified.

- Points-of-connection including invert elevations.
- Completed riser diagrams.
- All control diagrams shown and completed.
- All details completed and referenced to the plans.
- Final calculations required to meet this level of completion.

- Electrical
  - All power, lighting and auxiliary systems plans reflecting complete circuiting.
  - Required single line drawings.
  - Completed panel schedules.
  - Electrical room details showing equipment in plan and elevation.
  - All special systems including grounding wells.
  - All details completed and referenced to the plans.
  - Fire alarm riser diagrams and zone schedules.
  - Final calculations required to meet this level of completion.

- Specifications
  - Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
  - Final form technical specifications in CSI format.

107.1.8.2 **Prepare 90 Percent Construction Documents**, including the following:

- Drawings
  - Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

- Specifications
  - Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations.

- General
  - Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.
  - Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.
  - Provide Exterior Light Fixture cut sheets for review

107.1.8.3 **Prepare 100% Construction Documents**, including the following:

- Drawings
  - Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

- Specifications
  - Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

- Calculations
  - Complete Civil, structural, mechanical, plumbing, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

- General
  - The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the 100% Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

  - The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B**".

108 BIDDING PHASE

108.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

108.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

108.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

108.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

108.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

108.3.3 Attend and participate in the Pre-bid meeting.

108.3.4 Participate in bid evaluation and recommendations.

108.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

109 CONSTRUCTION ADMINISTRATION PHASE

109.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Section 1 and, if applicable, Section 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

109.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F" (Key Personnel List)**, or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

109.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

109.3.1 ***MEETINGS.*** Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

109.3.2 ***SITE VISITS.*** Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

109.3.3 ***DEFECTIVE WORK.*** Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

109.3.4 ***PAYMENT APPLICATIONS***. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous

on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

109.3.5 ***DOCUMENT REVISIONS***. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

109.3.6 ***SUBSTITUTIONS.*** The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

109.3.7 ***INTERPRETATIONS.*** If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

109.3.8 ***RFI.*** Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

109.3.9 ***SUBMITTALS.*** Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

109.3.10 ***CONSTRUCTION CHANGE ORDERS.*** Promptly review, comment on, approve, and sign Construction Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Construction Change Order or Construction Change Directive is 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, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

109.3.11 DRAINAGE REPORT. Provide a Drainage Compliance Report, sealed by the Civil Engineer of record for the Project, acceptable to the City of Las Vegas Department of Building and Safety.

109.3.12 EXTERIOR LIGHTING ILLUMINATION LEVEL TESTING AND REPORT. Upon completion of the construction, provide testing and a report detailing the lighting illumination levels achieved in each area of the project, in accordance with Section 16520 Exterior Lighting of the City Design Standards, complete with a letter of compliance.

109.3.13 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

109.3.14 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

109.3.15 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Contract and do not authorize any Additional Services.

109.3.15.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

109.3.15.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

109.3.15.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days and submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

109.3.15.4 **PROJECT DELAYS.** Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

110 POST CONSTRUCTION PHASE

110.1 The Consultant shall provide the following scope of services:

110.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one set of completed documents in electronic AutoCAD dwg format and one set of completed documents in electronic Adobe pdf format to the City.

110.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and

resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

END OF EXHIBIT "A"

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EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

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

201 CONCEPTUAL DESIGN PHASE- TASK ONE

201.1 Geotechnical Report
201.2 Site Survey by the City
201.3 Hazardous Material Survey by the city.
201.4 Programming Report.
201.5 LEED Credits List
201.6 Site Utilization Report.
201.7 Construction Cost Estimate.
201.8 Conceptual Design Drawings – Including (6) six options.

202 SCHEMATIC DESIGN – Future Phase

202.1 Schematic Design Drawings and Specification Outline.
202.2 LEED Credits List
202.3 PROJECT SCOPE AND BUDGET REPORT.

203 DESIGN DEVELOPMENT PHASE – Future Phase

203.1 Drawings and Specifications.
203.2 Presentation Drawings, mounted.
203.3 Materials Board.
203.4 Flood/Hydrology Report draft, if required by governing authorities
203.5 Construction Cost Estimate.
203.6 LEED Credits List

204 CONSTRUCTION DOCUMENT PHASE – Future Phase

204.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Public Works Department, and written notice to the City of the submittal dates for each.
204.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written notice to the City of the submittal date.
204.3 NV Power, CenturyLink, and the Las Vegas Valley Water District applications to their design departments, and written notice to the City of the submittal dates for each.
204.4 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A**") at 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 90% and 100% submittals.
204.5 Exterior Light Fixture Cut Sheets at 90% Submittal.
204.6 Building Permit Application.
204.7 Building Department and civil Land Development section of the Building Department, plan review permit applications.

204.8 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.

204.9 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).

204.10 Drawing list with sheet title and issue date for each sheet.

204.11 Specifications contributing authors' stamps and signatures.

204.12 LEED Credits List

205 BIDDING PHASE – Future Phase

205.1 All bidding documents in pdf format for posting on DemandStar.com.

205.2 Requested and necessary addenda.

206 CONSTRUCTION ADMINISTRATION PHASE – Future Phase

206.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Contract, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless Contract as a condition for releasing the electronic files.

206.2 Drainage Compliance Report.

206.3 LEED Credits Reports.

207 POST CONSTRUCTION PHASE

207.1 Final Record Drawings in both electronic and mylar or acid-free bond format.

207.2 LEED Credits Reports and Certification.

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.

301 PHASE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Conceptual Design	90	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 2 week City review period.
Construction Documents	00	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**90**	

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

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

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 responsible for any damages 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.

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.3.1 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Building Department and a separate civil package to the Land Development section of the Building Department.

302.3.2 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the civil construction permit application, and that these reviews can take many weeks to obtain.

302.3.3 The Land Development civil approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.3.4 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Building Department drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.3.5 The NV Power design precedes the CenturyLink submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.3.6 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal Contract process, which requires official approval by both the District Board and the City Council.

302.4 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

303 CONSTRUCTION SCHEDULE CHANGES

303.1 No Change in Fee. It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Contract, the Consultant is knowledgeable and experienced in determining the estimated Construction Time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the Construction Time to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Contract due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 Suspension Exception. The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Contract.

303.1.2 50% Time Extension Exception. The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in "Construction Time" (as used within this Section, the time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase from

the Construction Time provided in the Contractor's construction contract at award, with the Consultant absorbing any and all anticipated and unanticipated Consultant Construction Phase costs outside of the "Allowed Period" (as used within this Section, the Allowed Period is the time period beginning on the first day that the 50% increase is reached and ending at the close of business on the day preceding the date of Substantial Completion).

303.1.2.1 **PRIOR WRITTEN APPROVAL REQUIRED**. If the Consultant intends to apply for additional compensation for services rendered during the Allowed Period, permission must be requested in writing and written approval granted by the City prior to providing any such services. Should the Consultant fail to request the required permission, the City is under no obligation to provide additional compensation for services performed during the Allowed Period. Should the City request in writing reduced or specific services during the Allowed Period, the Consultant shall provide the services and be compensated as an Additional Service. Should the Consultant request the required approval and the City fail to grant it, the Consultant is under no obligation to provide the required ongoing Construction Phase services during the Allowed Period excepting this does not relieve the Consultant's obligation to provide punch list and other project close out tasks that are unrelated to the length of the construction schedule.

303.1.2.2 The time extension may be the result of poor contractor performance, third party delays, added change order work, weather delays, or any other cause, excepting any event, issue, or delay being in any way the fault of the Consultant (whether the sole cause or a contributing concurrent cause) shall not count toward the measurement of the 50% extension time period. For example, should a 100 day construction contract time extend to 150 days, the 150th day would be eligible for a fee adjustment, excepting in this example the consultant was negligent in returning timely submittals resulting in a total of 10 days delay over the course of the construction, with the result that the first day of the Allowed Period would then be the 160th day.

303.1.2.3 The Consultant shall submit Allowed Period timecard records for the City's review in determining eligible personnel, activities and hours, as well as any other requested records reasonable necessary for the City to make a determination.

303.1.2.4 Eligible personnel may include the individuals and positions named in this Contract but not support personnel as defined in **Exhibit "E".**

303.1.2.5 Eligible activities may include the tasks required in this Contract and conducted during the Allowed Period that would not have occurred except for the extended construction phase schedule such as attending weekly construction meetings, but not activities that would have been conducted regardless of the length of the construction schedule such as reviewing submittals, answering RFIs, and preparing punch lists of corrective work. Eligible activities must not benefit other projects in any way.

303.1.2.6 Any approved 50% extension fee adjustments shall be considered an Additional Service and utilize the rates in **Exhibit "E"** unless otherwise agreed to by the parties to this Contract. Reimbursable Expenses shall not be included unless specifically authorized in writing by the City for the Allowed Period.

303.1.2.7 Any time extension related to a suspension of the Project during construction shall not count toward the measurement of the 50% extension time period. The time period related to the suspension may be allowed a fee adjustment as provided for in Section 10.01 Suspension of this Contract instead.

303.1.2.8 50% Time Reduction Exception. Should the Contractor reach Substantial Completion in less than 50% of the awarded Construction Time, the Consultant's Construction Phase fee shall be reduced. Should the Project reach Substantial Completion in 50% of the awarded Construction Time to 100% of the awarded Construction Time, the Consultant's fee for the Construction Phase shall not be reduced due to the early completion.

303.1.2.9 The cause of the reduction in time may be an efficient contractor, a generous awarded Construction Time, a change order scope reduction, a termination of the Project, or any other cause.

303.1.2.10 The amount of the fee reduction for the Construction Phase shall be based on the percent of the awarded Construction Time used. For example, if an awarded Construction Time was 100 days and the project was terminated 10 days into the time, the Construction Phase fee would be reduced to 10% of the original fee.

303.2 ***Post Construction.*** No adjustments shall be made to the Post Construction Phase fee due to changes in construction schedules.

END OF EXHIBIT "C"

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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 $108,300. 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 SECTION 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1 The For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this **Exhibit "D"** (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in **Exhibit "A"** (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Conceptual Design	%	$98,300.00	
Reimbursable Expense	Direct	$5,000.00	
Schematic Design	%	$0.00	Future
Design Development	%	$0.00	Future
Construction Documents	%	$0.00	Future
Bidding	%	$0.00	Future
Construction	%	$0.00	Future
Post Construction	%	$0.00	Future
	TOTAL	**$103,300.00**	

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the services contained within Basic Services without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance, (2) the Total Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

401.4 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES

At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

401.5 CONSTRUCTION COST ESTIMATES

Consultant shall **deduct** from the above Fees **$5,000** for each of the required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase.

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 Additional Services fees set forth in **Exhibit "E"** (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in **Exhibit "E"** (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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		COMMENTS
TOTAL NOT-TO-EXCEED COST	$5,000	

END OF EXHIBIT "D"

EXHIBIT E
ADDITIONAL COMPENSATION

500 CONSULTANT HOURLY RATES

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

CLASSIFICATION	**HOURLY RATE**
Principal/Partner	$200-300
Project Manager	$150-250
Project Architect	$120-180
Designer	$90-200
Project Coordinator	$100-150
Production Specialist	$80-125
Clerical/Admin Support	$75
Construction Administrator	$110-150
Construction Field Representative	$130
Construction Document Control	$75-100
	$0
	$0

502 SUB-CONSULTANT HOURLY RATES

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

SUBCONSULTANT #1 Arroyo Engineering	**RATE**	**UNIT**
Principal Engineer	$180	Per Hour
Senior Engineer	$160	Per Hour
Project Engineer	$140	Per Hour
Field Supervisor	$110	Per Hour
Field Technician	$75	Per Hour
Drafting & Administrative	$65	Per Hour

SUBCONSULTANT #2 Actus	RATE	UNIT
Civil/Survey Principal	$210	Per Hour
Senior PM / Sr. Engineer	$175	Per Hour
PM Engineer	$155	Per Hour
Assistant Project Manager	$140	Per Hour
Senior Designer	$130	Per Hour
Designer	$125	Per Hour
Cad Tech 1/2	$95-105	Per Hour
Clerical	$60	Per Hour

SUBCONSULTANT #3 Innova	RATE	UNIT
Sr Vice President	$207	Per Hour
Senior Project Manager	$183	Per Hour
Project Manager	$157	Per Hour
Project Engineer	$145	Per Hour
Jr. Engineer	$116	Per Hour
CAD Manager	$126	Per Hour
Designer	$116	Per Hour
Administration	$76	Per Hour

SUBCONSULTANT #4 Rider Levett Bucknall	RATE	UNIT
Principal	$225	Per Hour
Associate	$195	Per Hour
Senior Cost Manager	$175	Per Hour
Cost Manager	$145	Per Hour

SUBCONSULTANT #5 SLA Land Architects	RATE	UNIT
Principal	$200	Per Hour
Project Manager	$140	Per Hour
Landscape Architect	$130	Per Hour
CADD/Designer	$100	Per Hour
Administrative	$70	Per Hour

SUBCONSULTANT #6 QA Consulting	RATE	UNIT
Principal	$175	Per Hour
Prof. Engineer	$150	Per Hour
Engineering Inter/Designer	$100	Per Hour
CAD operator	$75	Per Hour
Clerical	$50	Per Hour

SUBCONSULTANT #7 TERP	RATE	UNIT
Principal	$200	Per Hour
Sr. Engineer	$185	Per Hour
Sr. Consultant	$175	Per Hour
Sr. Technician	$155	Per Hour
Engineer	$145	Per Hour
Consultant	$135	Per Hour
Technician	$125	Per Hour
CAD Operator	$110	Per Hour
Administrative	$85	Per Hour

503 ADDITIONAL SERVICES RATES

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

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

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

503.3 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.

503.4 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.

504 REIMBURSABLE EXPENSES

504.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
$5,000 was included in the Fee breakdown area.

504.2 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.

504.3 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.

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

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

504.6 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.

504.7 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.

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

504.9 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: Shelly Hayden

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: Brian Henley

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: James Lord, II

601.1.3 PROJECT ARCHITECT: Brian Henley

601.1.4 **RESPONSIBLE IN CHARGE PERSON**: James Lord, II
(List name of individual Architect as licensed)

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 2111**
(List Architect license number)

602 CONSULTANT'S SUBCONSULTANTS

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

602.1.1 CIVIL ENGINEER: Actus

602.1.2 STRUCTURAL ENGINEER: Innova

602.1.3 MECHANICAL ENGINEER: Q/A Consulting Engineers

602.1.4 ELECTRICAL ENGINEER: Q/A Consulting Engineers

602.1.5 LANDSCAPE DESIGN: SLA Land Architect

602.1.6 INDEPENDENT COST ESTIMATOR: Rider Levett Bucknall

602.1.7 GEOTECHNICAL ENGINEER: Arroyo

END OF EXHIBIT "F"

EXHIBIT "G"
EXAMPLE INVOICE

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period of Performance for this Pay Request:
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
1	**Conceptual**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Conceptual				$0.00	$0.00			
					$0.00	$0.00			
2	**Schematic**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Schematic				$0.00	$0.00			
					$0.00	$0.00			
3	**Design Development**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Design Development				$0.00	$0.00			
					$0.00	$0.00			
4	**90% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	90% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
5	**100% Construction Documents**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	100% Construction Documents				$0.00	$0.00			
					$0.00	$0.00			
6	**Bidding Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Bidding Phase				$0.00	$0.00			
					$0.00	$0.00			
7	**Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Construction Phase		$0.00		$0.00	$0.00			
					$0.00	$0.00			
8	**Post-Construction Phase**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	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**	$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 AMOUNT OF INVOICE:		**$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**

NOTE TO PROJECT MANAGER: GREY CELLS ARE CALCULATIONS.

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

STAFF WHO WORKED ON PROJECT FOR THIS PAY REQUEST

NAME	TITLE	ESTIMATED HOURS

OTHER DIRECT EXPENSES (backup documentation required)

DESCRIPTION			TOTAL
		TOTAL	$0.00

SUBCONSULTANTS (Backup documentatuion with breakdown required)

FIRM NAME	TOTAL
TOTAL	$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: KGA, Inc.	
Address: 9075 W. Diablo Dr. St 300	**City / ST / Zip:** Las Vegas, NV 89148
Telephone: 702-367-6900	**EIN or DUNS :** 88-0144500
Block 2: Description / Subject Matter of Contract	
Services for: Architectural Design	**Project Number:** 21.MWA870.D1.SK

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	James C. Lord II / Partner, President, Director, CEO	9075 W. Diablo Drive, Suite 300, Las Vegas, NV 89148	(702) 367-6900
2	Richard Romito / Partner, Treasurer, Director	9075 W. Diablo Drive, Suite 300, Las Vegas, NV 89148	(702) 367-6900
3	Lee Norsworthy / Partner, VP, Director of Architecture	9075 W. Diablo Drive, Suite 300, Las Vegas, NV 89148	(702) 367-6900
4	Brian Henley / Partner, VP, Director of Design	9075 W. Diablo Drive, Suite 300, Las Vegas, NV 89148	(702) 367-6900
5	Chelsea Lavell / Partner, VP, Director of Interior Design	9075 W. Diablo Drive, Suite 300, Las Vegas, NV 89148	(702) 367-6900
6	Mark Danley / Partner, Director of Architecture	9075 W. Diablo Drive, Suite 300, Las Vegas, NV 89148	(702) 367-6900
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.

Brian Henley
Signature

November 11, 2021
Date

Subscribed and sworn to before me this 11th day of November, 2021

Wanda L. Willett
Notary Signature

WANDA L. WILLETT
Notary Public, State of Nevada
No. 00-60180-1
My Appt. Exp. Jan. 10, 2024

EXHIBIT H
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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3. Instructions

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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.

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Telephone: 702-367-6900	**EIN or DUNS :** 88-0144500
Block 2: Description / Subject Matter of Contract	
Services for: Architectural Design	**Project Number:** 21.MWA870.D1.SK

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

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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: _____

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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.

Brian Henley
Signature

November 11, 2021
Date

Subscribed and sworn to before me this 11th day of November, 2021

Wanda L. Willett
Notary Signature

WANDA L. WILLETT
Notary Public, State of Nevada
No. 00-60180-1
My Appt. Exp. Jan. 10, 2024

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
15

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Susan Heltsley

SUBJECT:
For possible action to approve award of Contract No. 220079-DD, Professional Services for Bond Counsel Services - Department of Finance - Award recommended to: SHERMAN AND HOWARD (Not-to-Exceed $1,000,000 Annually/Total Contract Amount Not-to-Exceed $5,000,000 - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $1,000,000 Annually/Total Contract Amount Not-to-Exceed $5,000,000
Funding Source: General Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
This contract provides for the performance of legal services in matters relating to bond issues and other legal services on aspects of municipal finance, federal and state taxation, securities and other laws that relate to the City's financing programs. The term of the contract is one (1) year with four (4) one-year renewal options. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Sherman and Howard 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. 220079-DD
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
FOR 220079-DD, CONTRACT FOR BOND COUNSEL SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2021 by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Sherman and Howard, (hereinafter the "Company"), a Nevada limited liability company having its principal office at 3960 Howard Hughes Parkway Suite 500 Las Vegas, Nevada 89169.

SECTION A – Contract Overview

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

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

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	This Contract is the performance of legal services in matters relating to bond related issues and to provide other legal services on aspects of municipal finance, federal and state taxation, and securities and other laws that relate to the City's financing programs.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** 12/31/2022	**Option Periods** Four (4) one-year periods
Contract Type As defined in Section B-1	The contract type is Non-Exclusive Contract		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$1,000,000	Annually	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Attachment 1 - Certificate of Disclosure
Attachment 2 - Scope of Services
Exhibit A – Task Order & Pricing Format
Exhibit B – Fees

(c)

City Project Manager Per Section D-5, (a)	**Name** Susan Heltsley	**Phone** 702-229-6823	**Email** sheltsley@lasvegasnevada.gov
Company Representative Per Section D-5, (b)	**Name** Kendra Follett	**Phone** 775-784-0227	**Email** kfollett@shermanhoward.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Kendra Follett, Member	**Address** 3960 Howard Hughes Parkway Suite 500 Las Vegas, Nevada 89169	**Email** kfollett@shermanhoward.com

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

(b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

(d) *"Deliverable"* means any report, software, hardware, data, documentation or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(e) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(f) *"Reimbursable Expenses"* means expenses associated with activities and duties required to provide services such reproduction, reports, telephone, facsimile and other materials approved by the Project Manager.

(g) *"Task Order"* means the document issued by the City of Las Vegas that obligates the Firm to perform specific Oracle application services.

SECTION C – Scope of Services

C-1 Scope of Services

(a) Services will be provided in accordance with the Scope of Services attached as "Attachment 2"

C-2 Deliverables/Schedule/Fees

(a) The Company shall provide the services listed in Attachment 2 "Scope of Service" and as defined in individual Task Orders established in accordance with D-2 "Task Order".

(b) The City empowers the Company to take such legal action as may be advisable in the judgment of the Company in disputed matters assigned to the Company, provided that the Company will not effect a final compromise without the prior approval of the City or its designated representative. The Company has no authority to bind the City to any agreement or payment to a third party under this Contract.

(c) Services provided by the Company are limited to those contracted explicitly herein. The Company's responsibilities do not include any representation of the City in connection with any IRS audit or any litigation involving the City or the Bonds, or for the preparation of any collateral documents (e.g. environmental impact statements) or continuing

disclosure documents and other instruments which are to be filed with any state, federal or other regulatory agency subject to Section E-15, "Indemnification." Such services may, however, be provided by the Company under this Contract if so requested by the City and mutually agreed to by both parties for such services to be effected by a written modification to the Contract.

(d) The Company will provide the City with status reports as the City may reasonably request regarding status of each Task Order under work.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Bond Payment When a bond is issued, the Company's fees will be paid from the bond issuance proceeds. Company will submit a monthly invoice for all non-bond related charges.

(b) Payment Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices" and based upon the fixed firm hourly labor rates to be pro-rated as detailed in Exhibit B attached hereto.

(c) Reimbursable Expenses The City will reimburse the Company for Reimbursable Expenses incurred in the performance of services up to the Task Order NTE amount. The Company will invoice such expenses at actual cost without an additional mark-up fee. No individual cost in excess of One Thousand Dollars ($1,000) shall be incurred without prior approval of the City. The Company does not charge for Reimbursable Expenses consisting of travel or express deliveries to any Nevada location, or for long distance telephone calls within the United States.

D-2 Task Order

Each Task Order will be issued through the following procedure:

(a) **Service Proposal –** The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

(i) Proposal instructions
(ii) A scope of service
(iii) A description of expected deliverables
(iv) A completion date
(v) Other special terms and conditions

The Company will respond with a proposal based on the labor rates defined in B-3 "Prices/Costs". The proposal will be subject to negotiation.

(b) **Task Order Required Information –** The City will evaluate each Task Order proposal. The City is under no obligation to award a Task Order. Each Task Order issued by the City will contain the following information and will be funded through a corresponding purchase order:

(i) Order date
(ii) Contract number and task order number
(iii) Purchase Order Number
(iii) Scope of Service and Deliverables
(iv) Period of performance
(v) A Not-to-Exceed Fee Estimate consistent with Exhibit A "Task Order Pricing Estimate Format"

(c) **Authorization for work to begin –** A purchase order will be issued to authorize work to begin on an approved Task Order.

D-3 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain Company.

(a) Each pricing revision requested herein must be approved in writing by the Purchasing and Contracts Manager and, if approved, shall become effective thirty (30) days after notice of the change, or on such earlier or later date as may be agreed upon by the parties.

(b) Any pricing revision requested pursuant to this section may be delayed or denied if the Supplier fails to submit a timely request, or fails to provide adequate documentation in support thereof.

(c) Any approved pricing revision is not retroactive, and any invoice pending on the date of approval of the pricing revision shall be paid on the basis of the pricing in effect on the date the services are ordered by the City.

(d) If the parties hereto fail to agree on a pricing revision after thirty (30) calendar days as permitted herein, either party may terminate this Contract after ten (10) calendar days written notice to the other party in accordance with Section E-1, "Legal Notice".

D-4 Invoices [CAO-9/202

(a) The Company will submit a timely detailed invoice to the City monthly, for work performed to date.. Each invoice shall contain the following information:

(i) Performance dates covered.
(ii) Task Order against which charges are made.
(iii) Date of the invoice.
(iv) Associated purchase order number.
(v) Percentage of the Not-to-Exceed amount expended by Task Order; and
(vi) Any reasonable supporting information requested by the City.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101–2986

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

(d) The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If

the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

(e) The City will reimburse the Company for Reimbursable Expenses incurred in the performance of services up to the Task Order NTE amount. The Company will invoice such expenses at actual cost without an additional mark-up fee. No individual cost in excess of One Thousand Dollars ($1,000) shall be incurred without prior approval of the City. The Company does not charge for Reimbursable Expenses consisting of travel or express deliveries to any Nevada location, or for long distance telephone calls within the United States.

D-5 Project Manager/Company Representative [CAO-8/28/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-6 Insurance [CAO-04/2020]

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

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

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

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

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000, combined single limit and in the aggregate, for the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

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

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

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

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

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

(i) The Company is encouraged to purchase any additional insurance it deems necessary.

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

D-7 Warranty – Services [CAO-4/2020]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-8 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday

President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

(b)

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

(c) The parties shall provide written notification of any change in the information stated above.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

E-2 Disputes [CAO-4/2020]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the sole right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

(a) If timely performance by the Company is jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall notify the City immediately in writing of the facts and circumstances causing such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-4 Termination for Convenience [CAO-08/22/2019]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of the termination. The Company shall have the right to terminate for future performance under this Contract if such termination is consistent with the Nevada Rules of Professional Conduct regarding the termination of attorney client representation. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within thirty (30) days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for goods and services requested by the City and actually performed by the Company.

E-5 Event of Default [CAO-12/30/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services [CAO-4/2020]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous understandings, negotiations, communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-10 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections A through E of this Contract and any Attachment or Exhibit, the specific language in Sections A through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections A through E.

E-11 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-12 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-13 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-14 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-6, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and

consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (i) repaid immediately by the Company to the City or (ii) at the City's option, credited against any future billings due the Company.

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

E-23 Non-Discrimination and Fair Employment Practices [CAO-07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status, City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records provided, however, any oral or written communication between representatives of the City and the Firm in the performance of this Contract are confidential pursuant to attorney-client privilege.

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over $100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

TONYA KEMBLE Date
Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

12/1/21
Deputy City Attorney Date

Crislove A. Igeleke
Deputy City Attorney

SHERMAN AND HOWARD

KENDRA FOLLETT Date
Member

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name:	
Address:	**City / ST / Zip:**
Telephone:	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for:	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification ***(Notarized signature required in event of contract award per section 4, "Incorporation")***

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

_____
Signature

_____
Date

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Signature

ATTACHMENT 2

SCOPE OF SERVICES

BOND COUNSEL

The Company is a recognized expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds. The Company will prepare or examine all legal proceedings needed preliminary to and in the issuance of the submission of the ballot question to the voters of the City. If the City is successful in the passage of the ballot question and determines to issue bonds, or if the City determines to issue bonds, or if the City determines to issue bonds in other cases where an election is not required, the Company will prepare all legal proceedings needed preliminary to and in the issuance of the bonds so far as they relate the legality and to the enforceability an the issuance of the Bonds (including proceedings relating to the sale and final issuance of the Bonds and appropriate closing certificates). All proceeding that the Company prepares will be prepared in collaboration with the City's Finance Director, City Attorney, and the City's financial consultant, underwriter, or other authorized representative of the City. The Company will also include an examination of an executed transcript of proceedings and such additional duties as the Company deems necessary to render its final approving opinion relating to the validity of the Bonds and if applicable, the exclusion of the interest paid on the Bonds (subject to certain limitations which may be expressed in the opinion) from gross income for federal income tax purposes. The Company's opinion will be addressed to the City and will be executed and delivered in written form on the date the Bonds are exchanged for this purchase price (the "Closing"). The opinion will be based on facts and law existing as of its date.

The Company is not responsible for assisting in the preparation of the Official Statement or other offering memorandum with respect to the Bonds (the "Official Statement"), or for performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement, however the City may determine to retain the Company as Special Counsel for disclosure purposes on particular bond financings to perform certain of these services. If the Company is retained in this capacity on a particular financing, the Company will provide advice to the City on the applicable legal standards to be used in preparing the Official Statement and meeting the City's disclosure responsibilities. At the conclusion of the transaction in which the Company serves in this capacity, it will deliver a letter to the City at the Closing stating that it has assisted the City in the preparation of the Official Statement and that in the course of such assistance, nothing has come to the attention of the attorneys in the Company rendering legal services in connection with its representation which leads the Company to believe that the Official Statement, as of it date (except for the financial statements, other statistical data and statements or trends and forecasts, information on third party insurers or credit enhancers, information on developers of projects being financed, and information concerning The Depository Trust Company ("DTC") provided by DTC obtained in the Official Statement and its Appendices, and certain other information as to which the Company will express no view), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading.

Other duties include but not limited to, legal consulting services for the following:

- Bonds
- Land Development Agreements
- Construction Projects
- Grant funding
- Redevelopment Projects
- Debt Restructuring
- Taxation
- Special Improvement Districts

EXHIBIT A – TASK ORDER TEMPLATE

This Task Order is subject to all terms and conditions of Professional Service Contract No. 220079-DD between Sherman & Howard and the City of Las Vegas ("City").

Effective date of Task Order: _____ Task Order #: _____

Prepared by [Company Name]: _____

Project Name: _____

Project Objective: _____

Section A – Services/Deliverables and Related Effort
Section B – Specifications and Functionalities
Section C – Task Order Exclusions
Section D – Company Responsibilities

Section E – City Responsibilities

Section F – Summary of Compensation
List: Total Cost of Section A

CITY PROJECT MANAGER

SUSAN HELTSLEY
Finance Director

Date

SHERMAN & HOWARD

PRINT NAME

SIGNATURE

Date

Title

Exhibit A
Task Order Pricing Format

Estimated fee range for Services: $_____ to $_____

Estimated fee range for Services: $_____ to $_____

Total Estimated Legal Fee Range $_____ to $_____

Maximum: $_____

Other Direct Costs	Markup	Extension
Experts	_____	_____
Reprographics	_____	_____
Postage & Delivery Charges	_____	_____
Other (_____)	_____	_____
Total Other Direct Costs	_____	_____

Total Not-to-Exceed Price $_____

Pricing Instructions

1. Attach Subconsultant Quotes
2. Attach Additional Pricing Assumptions

EXHIBIT B - FEES

1. Matthew Hogan $590 less 15%= $501.50
2. Ryan Henry $520 less 15%= $442
3. Sydnee Beam $320 less 15%= $272
4. Katie Rozsa $320 less 15%= $272

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	
Name: Sherman & Howard L.L.C.	
Address: 3960 Howard Hughes Parkway, Ste 500	**City / ST / Zip:** Las Vegas, NV 89169
Telephone: 775-784-0227	**EIN or DUNS :** 84-0420314
Block 2: Description / Subject Matter of Contract	
Services for: Bond Counsel and Disclosure Counsel	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

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

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership and /Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 5

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.

TAMME ATHERTON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 05-100035-2 - Expires February 02. 2022

Kendra Follett
Signature

10-22-21
Date

Subscribed and sworn to before me this 22nd day of October, 2021

Notary Signature

Block 4: Disclosure of Ownership and Principals Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Alexander, Rebecca C./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8117
2	Bankers, Curtis J./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8472
3	Barela, Cody M./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8320
4	Bednarski, Richard F./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4084
5	Betts, Janet G./Member*	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2715
6	Borchlewicz, Michael J./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8404
7	Broderick, Jessica L./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8446
8	Bronesky, Joseph J./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8450
9	Cal, Peter A./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8244
10	Christ, Ryan M./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8057
11	Chrobak, Kara L./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8461
12	Colaizzi, Brooke A./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8471
13	Cole, Christopher/Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8492
14	Daniels, Joseph C./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8204
15	Deeny, Raymond M./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4016
16	Dencker, Joe M./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8166
17	Densen, Gregory T./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8314
18	DeWeese, Nick M./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8220
19	Diaz, Jessica R./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8390
20	Doran, John A./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(602) 240-3032
21	Dubetz, Michael/Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8464
22	Eddy, Ronald M./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8338
23	Falls, Gregory W./Member*	201 E. Washington Street, Suite 800 Phoenix, AZ 85004	(602) 240-3012
24	Fetter, Kellie N./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8448

* Persons holding more than 1% interest
53960858

Block 4: Disclosure of Ownership and Principals Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
25	Follett, Kendra S./Member*	50 West Liberty Street, Suite 1000 Reno, NV 89501-1950 and 3960 Howard Hughes Pkwy, Suite 500 Las Vegas, Nevada 89169	(775) 784-0227
26	Fox, Jordan M./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8208
27	Goldstein, Tamir I./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8410
28	Hameed, Azim Q./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(602) 240-3027
29	Hanson, Calvin T./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8234
30	Hendrickson, Christian H./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8306
31	Henry, Ryan A./Member	50 West Liberty Street, Suite 1000 Reno, NV 89501-1950 and 3960 Howard Hughes Pkwy, Suite 500 Las Vegas, Nevada 89169	(775) 784 -0234
32	Hesketh, Matthew A./Member	201 E. Washington Street, Suite 800 Phoenix, AZ 85004	(602) 240-3034
33	Hess, Stephen A./Member	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4042
34	Hogan, Matthew J./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8434
35	Jensen, Garth B./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8257
36	Johnson, Eric E./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8376
37	Johnson, Kathleen M./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8316
38	Kalanick, Cory G./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8373
39	Keeffe, Alan M./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(970) 879-6770
40	Keimig, Emily F./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8240
41	Kesselman, Jeffrey R./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8348
42	Klein, Ryan J./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4028
43	Koclanes, Peter G./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8353
44	Krabacher, Joseph/Member*	730 East Durant Street, Suite 200 Aspen, Colorado 81611	(970) 300-0123
45	Kukreja, Rajesh K./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8188
46	Lane, James P./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8326

* Persons holding more than 1% interest

Block 4: Disclosure of Ownership and Principals Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
47	Lark, Stuart J./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4036
48	Leibsohn, Hope E./Member*	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2734
49	Leichman, Tiffany Lu/Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8104
50	Lennon, Beth Ann/Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8102
51	Lucas, David K./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8134
52	Lyons, Maxi C./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8328
53	Miller, Patrick J./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8354
54	Morgan, Craig A./Member	201 E. Washington Street, Suite 800 Phoenix, AZ 85004	(602) 240-3062
55	Morgan, Thomas J./Member	201 E. Washington Street, Suite 800 Phoenix, AZ 85004	(602) 240-3041
56	Mosley, Christopher R./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8466
57	Mueller, Brian M./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2716
58	Netzorg, Skip W./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8381
59	Norris, Joanne F./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8136
60	Odle, Kathleen A./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8116
61	Peffer, William T./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8066
62	Peraza, Gabriel A./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(602) 240-3046
63	Plattner, Andrew L./Member*	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2727
64	Polly, Debra J./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2714
65	Ramos, Gregory J./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8332
66	Reagan, Melissa K./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8310
67	Robinson, Kelly K./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8252
68	Sakas, Zach/Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2732
69	Sanchez, R. Michael/Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8114
70	Sanders, Curtis B./Member*	730 East Durant Street, Suite 200 Aspen, Colorado 81611	(970) 300-0114
71	Sawtelle, James G./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8265

* Persons holding more than 1% interest

Block 4: Disclosure of Ownership and Principals Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
72	Schenken, T. Parker/Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8284
73	Scott, Teri A./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8178
74	Scully, Patrick R./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8218
75	Siegel, Kenneth B./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8408
76	Skinner, Robert J./Member	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4055
77	Smith, Milton L./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4010
78	Stein, Stefan D./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8146
79	Stewart, Kirsten/Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8272
80	Stovall, Cynthia M./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8339
81	Sturhahn, Jerome H./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8270
82	Sullivan, Bridget K./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8130
83	Sweeney, Jill K./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015 and 500 Marquette Ave. N.W., Suite 1203 Albuquerque, NM 87102	(505) 814-6958
84	Szkatulski, Jennifer A./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2730
85	Tandler, Jon R./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8142
86	Tegtmeier, Richard L./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8163
87	Timmers, Marte B./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8135
88	Tsai, George Y./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8426
89	Varholak, Katherine Dawson/Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8428
90	Vickles, Heather F./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8194
91	Wallace, Lyle A./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8159
92	Weatherwax, David A./Member	201 E. Washington Street, Suite 800 Phoenix, AZ 85004	(602) 240-3009
93	Wendel, Diana M./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8362
94	Whitmore, Peter J./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8438

* Persons holding more than 1% interest

Block 4: Disclosure of Ownership and Principals Continuation

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
95	Williams, Mark W./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8211
96	Wilson, David B./Member*	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8382
97	Wozniak, Diane E./Member	633 Seventeenth Street, Suite 3000 Denver, CO 80202-3622	(303) 299-8128
98	Wright, Michael W./Member	7033 E. Greenway Pkwy, Suite 250 Scottsdale, AZ 85254-2080	(480) 624-2722
99	Wylie, John R./Member*	90 S. Cascade Avenue, Suite 1500 Colorado Springs, CO 80903-4015	(719) 448-4037

* Persons holding more than 1% interest

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership FROM: DOWNTOWN RESTAURANT GROUP, LLC TO: ALL IN THE FAMILY VII, LLC dba BROKEN YOLK CAFÉ at 201 South Las Vegas Boulevard, Suite #100 - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

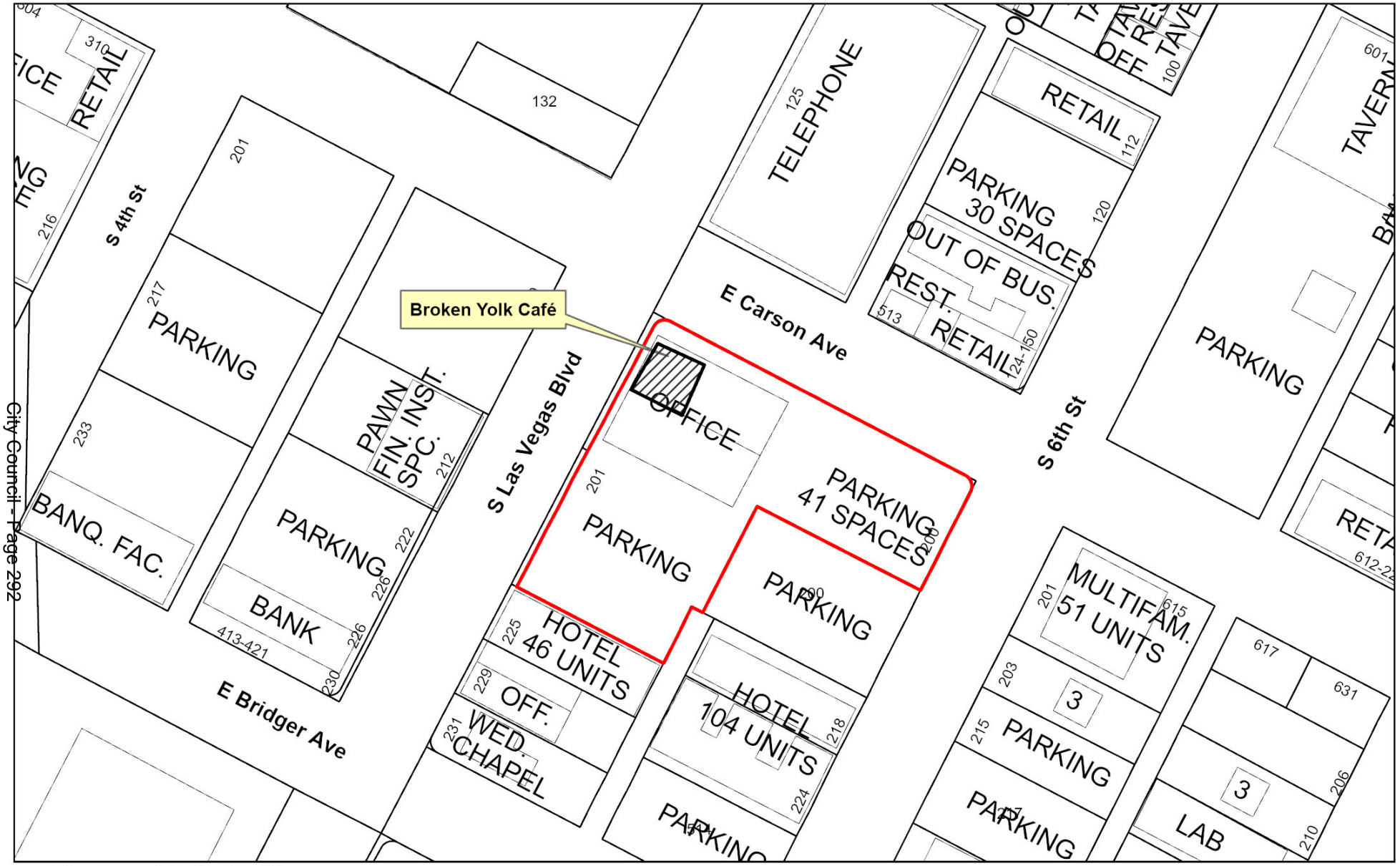
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Non-Operational Tavern-Limited License for a Change of Ownership FROM: DOWNTOWN RESTAURANT GROUP, LLC TO: ALL IN THE FAMILY VII, LLC dba BROKEN YOLK CAFÉ at 201 South Las Vegas Boulevard, Suite #100 - Ward 3 (Diaz)

OWNERSHIP:

ALL IN THE FAMILY VII, LLC
Barry Tu, Jr., Managing Member
Randy C. Corrigan, Manager
Modern Family Business Venture II LP, Member
Connor Fund, Inc., General Partner
Randy C. Corrigan, Chief Executive Officer, Treasurer, Secretary, Director, Shareholder
McKenzie Davis Cox, President, Director, Shareholder
Robert C. Davis, Director
Jerry Schwartz Trust, Limited Partner
Jerry D. Schwartz, Trustee
Randy C. Corrigan Separate Property Trust, Limited Partner
Randy C. Corrigan, Trustee
MNDC Trust, Limited Partner
McKenzie Davis Cox, Trustee
Davis Family Trust, Limited Partner
Robert C, Davis, Trustee
Wendy C. Davis, Trustee



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Broken Yolk Café

201 South Las Vegas Boulevard, Suite #100

Ward 3

Subject Property

City Limits

Site Location

N

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

Geographic Information System

Planning & Development Dept.

702-229-6301

Date: Wednesday, November 17, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: LEE & DURANGO, INC. TO: LEE & AZURE TENAYA, INC. dba LEE'S DISCOUNT LIQUOR at 7291 West Azure Drive - Ward 6 (Fiore)

FISCAL IMPACT:
None

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

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

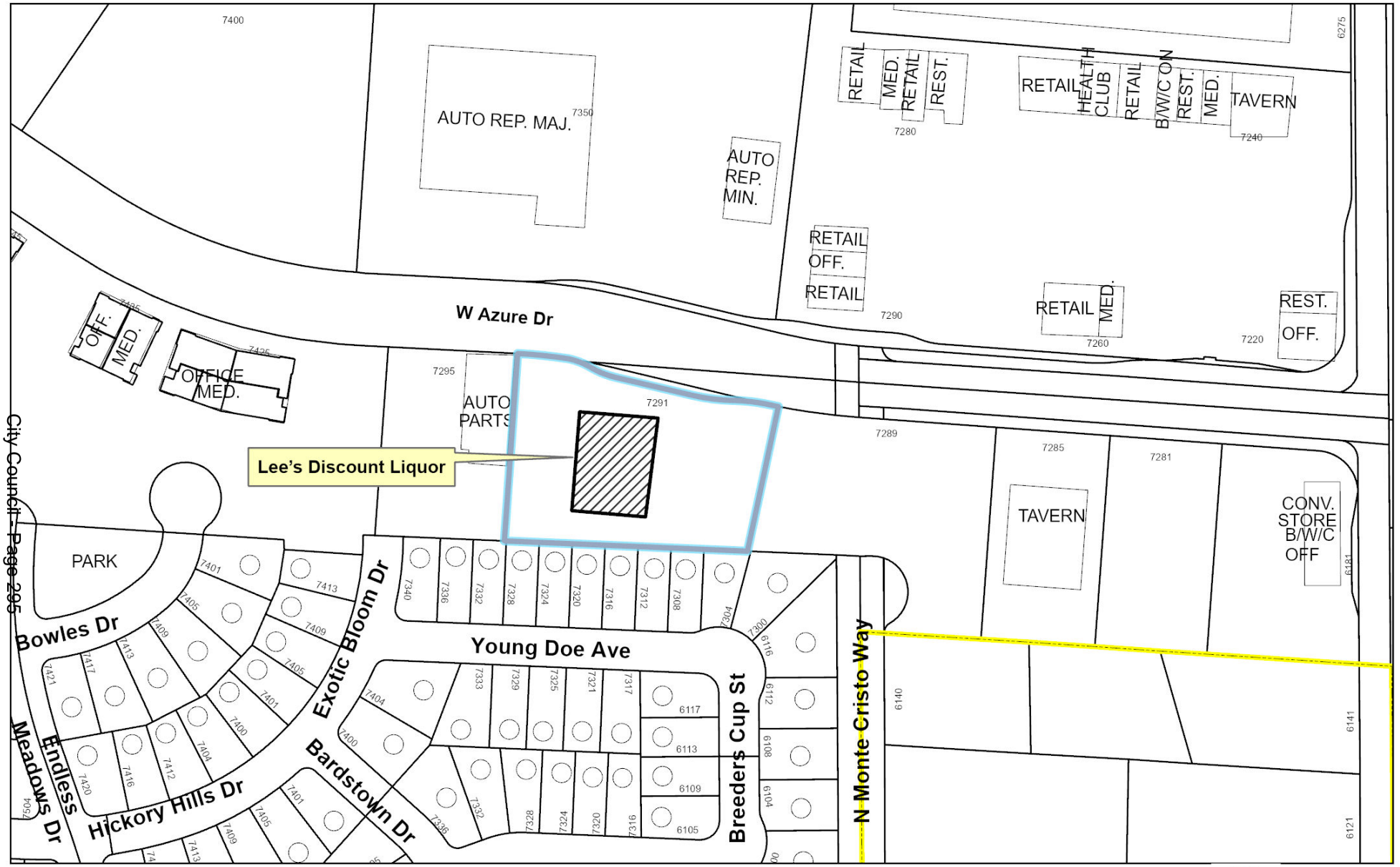
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: LEE & DURANGO, INC. TO: LEE & AZURE TENAYA, INC. dba LEE'S DISCOUNT LIQUOR at 7291 West Azure Drive - Ward 6 (Fiore)

OWNERSHIP:

LEE & AZURE TENAYA, INC.
Kenneth Lee, President
Sun Ja Lee, Treasurer
Nami Lee, Secretary
Lee Family Trust, Shareholder
Sun Ja Lee, Trustee



City Council - Page 295

Lee's Discount Liquor

7291 West Azure Drive

Ward 6

Subject Property

City Limits

Site Location

N

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

Geographic Information System

Planning & Development Dept.

702-229-6301

Date: Tuesday, November 2, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve a Restricted Gaming License for SMOKE RANCH ENTERPRISES, INC. dba LUCKY SPOT at 6890 North Hualapai Way - Ward 6 (Fiore)

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

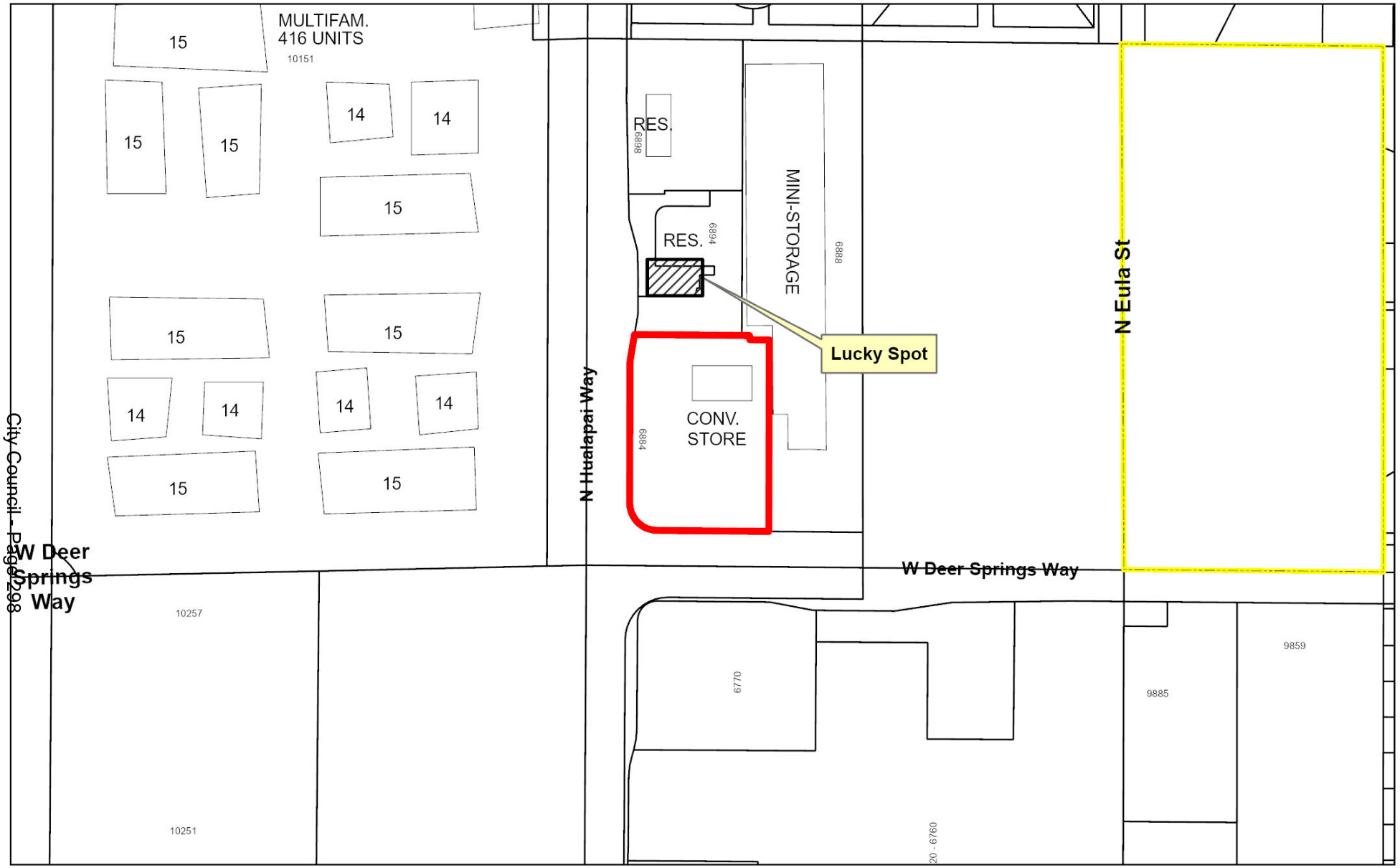
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SMOKE RANCH ENTERPRISES, INC. dba LUCKY SPOT at 6890 North Hualapai Way - Ward 6 (Fiore)

OWNERSHIP:

SMOKE RANCH ENTERPRISES, INC.
Rapinder Chima, President, Secretary, Treasurer, Director
The Chima Holding Trust, Shareholder
Rapinder Chima, Trustee



Lucky Spot

6890 North Hualapai Way

Ward 6

Subject Property

City Limits

Site Location

N

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

Date: Tuesday, November 16, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve Amendment No. 1 to Cooperative Agreement No. P716-19-101 between the City of Las Vegas (CLV) and the State of Nevada, Department of Transportation (NDOT) to extend the contract end date from December 31, 2021 to June 30, 2022, for design and construction of roadway improvements in the CLV Sewer Rehab Group J Project at the intersection of Craig Road and Jones Boulevard - Wards 4 and 5 (Anthony and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Amendment No. 1 to Cooperative Agreement No. P716-19-101 is to extend the contract end date from December 31, 2021 to June 30, 2022. All other provisions of the agreement dated October 27, 2020, shall remain in full force and effect.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Cooperative Agreement No. P716-19-101

Amendment No. 1 to
Cooperative Agreement No. P716-19-101

This Amendment is made and entered into on , between the State of Nevada, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT", and the City of Las Vegas, a municipal corporation of the State of Nevada, 333 N. Rancho Drive, Las Vegas, Nevada 89106, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, on October 27, 2020, the parties entered into Agreement No. P716-19-101 to Design, Advertise, Award and Administer the contract (with DEPARTMENT concurrence), for Roadway Improvement Services, with coldmill and overlay, on eastbound SR 573, at the Craig Road and Jones Boulevard intersection in Clark County; and

WHEREAS, the termination date must be amended due to utility conflicts delaying the project schedule; and

WHEREAS, the parties hereto desire to make certain amendments to Agreement No. P716-19-101.

NOW, THEREFORE, the parties agree as follows:

1. The termination date referenced in Article 3, Paragraph 1, shall be changed from December 31, 2021 to June 30, 2022.

2. All of the other provisions of Agreement No. P716-19-101 dated October 27, 2020, shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY of LAS VEGAS

Carolyn G. Goodman
Mayor, City of Las Vegas

Attest:

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

John S. Ridilla 11/24/21
John S. Ridilla
Chief Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

On behalf of Director

Approved as to Legality & Form:

Deputy Attorney General

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve First Amendment to Agreement for Reimbursement of Preliminary Engineering Costs No. 19-00046 between the City of Las Vegas (CLV) and NV Energy for certain adjustments for the West Charleston Boulevard Bus Turnouts Project located at the intersection of West Charleston Boulevard and Cimarron Road - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
First Amendment to the Agreement for Reimbursement of Preliminary Engineering Costs No. 19-00046 between the CLV and NV Energy has no fiscal impact, but reduces the number of impacted NV Energy adjustment locations. The original agreement was for adjustments at three intersections at Charleston Boulevard/Jones Boulevard, Charleston Boulevard/Campbell Drive, and Charleston Boulevard/Cimarron Road. This first amendment reduces the locations to one intersection at Charleston Boulevard/Cimarron Road. The original Agreement for Reimbursement of Preliminary Engineering Costs No. 19-00046 was approved by the City Council on October 2, 2019, for $233,447.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment to Agreement for Reimbursement of Preliminary Engineering Costs No. 19-00046

NVEnergy

FIRST AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF PRELIMINARY ENGINEERING COSTS

Link Code: AHP
Project Name: Charleston Bus Turnout
NVE Agr. No.: 19-00046
E.A. No.: 73849
Hwy Agr. No.: SI-0159 (112)

THIS FIRST AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF PRELIMINARY ENGINEERING COSTS ("**First Amendment**") is made and entered into as of the Executed Date, by and between the City of Las Vegas, a political subdivision of the State of Nevada (hereinafter **"Local Government"**), and Nevada Power Company, a Nevada corporation doing business as NV Energy (hereinafter "**Utility**") (individually, a "**Party**" and collectively, the" Parties").

WHEREAS Local Government and Utility did enter into that certain Agreement for Reimbursement of Preliminary Engineering Costs with an effective date of October 24, 2019 (the "**Agreement**") related to the construction of Project 45396 West Charleston Boulevard Bus Turnouts (hereinafter "**Project**"), and certain adjustments that must be made to Utility's facilities located along Cimarron Road, Jones Boulevard, Campbell Drive; and

WHEREAS, Utility and Local Government have determined and agreed that the scope of the Agreement must be modified to remove the scope for adjustment at Campbell/Charleston and Jones/Charleston, wherein the Utility facilities located at Jones/Charleston and Campbell/Charleston will be adjusted as necessary at Utility's cost and will not be a part of the Agreement such that the Agreement will only include the scope for adjustment at the Cimarron/Charleston location. The Parties further desire to update the notice and contact information provisions;

NOW, THEREFORE, Local Government and Utility hereby agree to amend the Agreement as follows:

Agreement

1. The above recitals are an integral part of the Agreement and understanding of Utility and Local Government and are incorporated into this First Amendment by this reference.
2. Exhibit A to the Agreement is replaced with, and superseded by, Exhibit A attached hereto and made a part hereof.
3. Section 14 of the Agreement is replaced in its entirety with the following:

14. Method of Delivery; Contacts. Each notice, consent request, or other communication required or permitted under the Agreement shall be in writing, delivered personally, sent by electronic mail, or sent by certified mail (postage prepaid, return receipt requested), or by a recognized international courier, and addressed to the party as provided by below:

If to Local Government:
City of Las Vegas
Nicole Melton
495 S. Main Street, 5th Floor
Las Vegas, NV 89101
Telephone No. (702) 229-6691
Email: nmelton@lasvegasnevada.gov

If to Utility:

NV Energy
Courtney LaPoint
Major Projects
6226 West Sahara Avenue, 10A
Telephone No. (702) 402-6613
Email: courtney.lapoint@nvenergy.com

Each notice, consent, request, or other communication is deemed to have been received by the party to whom it was addressed (A) when delivered, if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; or (C) if by electronic mail, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section 14; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each party may change its contact information for purposes of the Agreement by giving written notice to the other party in the manner set forth above.

FOR NV ENERGY ONLY:

For all notices given by Local Government to Utility regarding Confidential Information under Paragraph 14 above, Local Government shall also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A Las Vegas, Nevada 89146
Email: colin.harlow@nvenergy.com

4. Except as expressly modified in this First Amendment, all of the terms and conditions of the Agreement are part of and incorporated into this First Amendment and remain in full force and effect. If there is a conflict between the terms of the Agreement and this First Amendment, this First Amendment controls. All of the terms, conditions, and covenants of the Agreement are binding upon and inure to the benefit of the Parties. This First Amendment is not effective and binding unless and until it is fully executed and delivered by both Utility and Local Government.

5. The Parties may sign this First Amendment in multiple counterparts, each of which will constitute an original, and all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized officials on the date first above written.

FIRST AMENDMENT TO AGREEMENT FOR REIMBURSEMENT OF PRELIMINARY ENGINEERING COSTS

Link Code: AHP
Project Name: Charleston Bus Turnout
NVE Agr. No.: 19-00046
E.A. No.: 73849
Hwy Agr. No.: SI-0159 (112)

UTILITY:
Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

LOCAL GOVERNMENT:
City of Las Vegas

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: John S. Ridilla

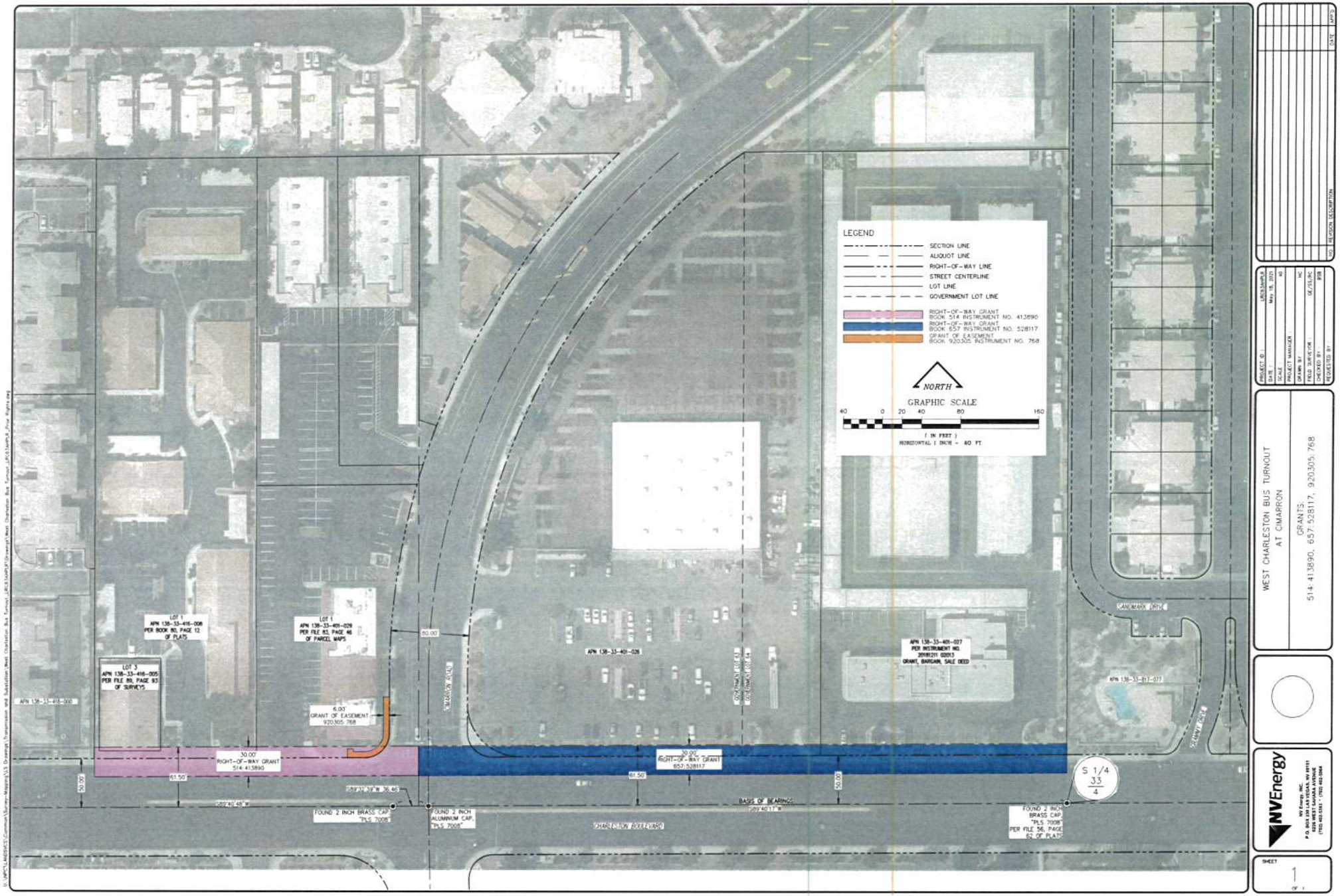
Printed Name: JOHN S. RIDILLA

Title: DEPUTY CITY ATTY.

Date: 11/10/24

Exhibit A
Utility's Prior Rights Documents

{Attached}


LEGEND
SECTION LINE
ALIQUOT LINE
RIGHT-OF-WAY LINE
STREET CENTERLINE
LOT LINE
GOVERNMENT LOT LINE
RIGHT-OF-WAY GRANT BOOK 514 INSTRUMENT NO. 413890
RIGHT-OF-WAY GRANT BOOK 657 INSTRUMENT NO. 528117
GRANT OF EASEMENT BOOK 920305 INSTRUMENT NO. 768
NORTH
GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
HORIZONTAL 1 INCH = 40 FT.
WEST CHARLESTON BUS TURNOUT
AT CIMARRON
GRANTS:
514-413890, 657-528117, 920305.768
NVEnergy
SHEET
1
OF 1

7A 04

BOOK657

528117

17-1

Case No. A 10320

ERLA K PEPP

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,

IN AND FOR THE COUNTY OF CLARK

-ooo-

NEVADA POWER COMPANY,
a Nevada Corporation,

Plaintiff,

vs.

BERT WARD and HELEN E. WARD, ELSIE C. HOUSE, ROBERT PARKER, [illegible] F. BROWNIN, A. D. YANLIN, [illegible] E. ALLEN, HOLLO LEON [illegible] and VENICE MENSOTT, 11-7-7 Corporation, a Nevada Corporation, RONALD J. and BARBARA L. ROMEO and ODIE J. and BETTY D. PIGFORD, ROBERT V. and ELOISE L. PIGEON, ALEXANDER COMLEY and THELMA COMLEY, F. W. BARRIER and [illegible] BARRIER, NEAR EATERY [illegible] CORPORATION, a Nevada Corporation, CHARLES L. PAINTER and HILDA LEE PAINTER, G. RAMSAY, MARGARET ALEXANDER FREEMAN, CARROLL BERT ROBERTSON, ROBERT J. LEWIS, individually and as Trustee, DONALD E. ROMNEY, Trustee, ARTHUR MALEN DUNN, SR. and CORNELIA J. DUNN, and HAROLD A. MONTGOMERY and SARAH MONTGOMERY, BARBARA MAY MARKIN, LAND ACQUISITION CO., a Nevada Corporation, [illegible] EDELSTEIN, LAWYERS [illegible] OF LAS VEGAS, INC., a Nevada [illegible], [illegible] WOODS, BECKER [illegible] MONTGOMERY, FIDELITY TITLE INSURANCE COMPANY OF NEVADA, a Nevada [illegible] [illegible] TITLE INSURANCE [illegible], a Nevada [illegible] [illegible] NEVADA [illegible] [illegible] a Nevada [illegible] [illegible] [illegible]

CHARLES L. PAINTER and HILDA LEE PAINTER, with whom settlements had not been made, and being fully advised in the law and the premises found that the amounts originally offered by plaintiff and deposited with the Clerk as bond for Order for Immediate Possession were in each instance the correct amounts to be awarded to the remaining defendants respectively, except those with whom settlement had not been made as above specified; and the trial of the above entitled action, before a Jury, a Jury having been requested by the defendants, BERT WARD, HELEN E. WARD, MYER F. BRODKIN and A. D. YAHLIN, was thereupon continued to commence at 10:00 o'clock A.M., August 18, 1965; and the defendants, CHARLES L. PAINTER and HILDA LEE PAINTER, having advised the Court on August 18, 1965, by and through Robert Santa Cruz, Esquire, their attorney, that they had stipulated to settle their claim for the sum of $195.16; and the Court finding that all of the allegations contained in plaintiff's Complaint, as amended, are true; and that plaintiff is entitled to the relief prayed for in said Complaint as against all of the above named defendants except the defendants, HELEN E. WARD, MYER F. BRODKIN and A. D. YAHLIN with whom jury trial was scheduled to commence July 18, 1965, and good cause appearing therefor,

NOW, THEREFORE, on motion of V. Gray Gubler, Esquire, and Samuel P. Cowley, Jr., Esquire, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a Right of Way for power transmission and distribution lines and poles is hereby condemned and plaintiff is hereby granted an easement and Right of Way over, under and across the parcels of land hereinafter particularly described for the purpose of constructing, maintaining and replacing electric transmission and distribution lines for the carriage of electric current for public sale, with the minimum mid-span clearance on transmission lines 39 feet and minimum midspan clearance on underbuild, when constructed, 29 feet, said power lines to be constructed, maintained and replaced for the purpose of the

across the West 30.0 feet of the East 55.0 feet, of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 34, Township 20 South, Range 60 East, M.D.B. & M., 0.9229 acres.

PARCEL VII - ROLLO LEON MENNOTT and VERICE MENNOTT

An easement and Right of Way over, under and across A STRIP OF LAND 30.00 FEET IN WIDTH described as follows:

Beginning at a point on the section and township line common to Section 3, T. 21 S., R. 60 E., M.D.M., Nevada and Section 34, T. 20 S., R. 60 E., M.D.M., Nevada, which point lies S 89° 54' W, 25.00 feet from the South 1/4 corner of said Section 34; thence S 0° 09' W, 120.00 feet to a point; thence S 89° 54' W, 30.00 feet to a point; thence N 0° 09' E, 120.00 feet to a point on the North line of said Section 3; thence N 89° 54' E, 30.00 feet to the Point of Beginning, excepting that portion which may lie on any existing road right-of-way, .0826 acres.

PARCEL IX - 11-7-7 CORPORATION, a Nevada Corporation

An easement and Right of Way over, under and across the West 30.00 feet of the East 55.0 feet of the North Half (N½) of the Northwest Quarter (NW¼), Section 34, Township 20 South, Range 60 East, M.D.B. & M., 0.900 acres.

PARCEL X - DONALD J. and BARBARA L. ROMEO (an undivided one-half interest) and OSIE A. and BETTY D. PIGFORD (an undivided one-half interest)

An easement and Right of Way over, under and across the West 25.0 feet of the East 55.0 feet of that portion of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 10, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada,

East, M.D.B. & M., described as follows:

PARCEL 2: That portion of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 10, Township 20 South, Range 60 East, M.D.B. & M., described as follows:

COMMENCING at the Northeast (NE) corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10; thence South 0°25'32" East along the East line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 30.00 feet to a point; thence North 89°45'45" West parallel to the North line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 30.00 feet to the true point of beginning; thence continuing North 89°45'45" West a distance of 641.28 feet to a point on the West line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10; thence South 0°31'39" East along the said West line a distance of 625.96 feet to a point; thence South 89°48'00" East parallel to and 30.00 feet North of the South line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 640.16 feet to a point; thence North 0°25'32" West parallel to and 30.00 feet West of the East line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 625.53 feet to the true point of beginning, 0.3587 acres.

RECORDER'S MEMO: LEGIBILITY QUESTIONABLE WHEN DOCUMENT

feet to a point; thence S 89° 41' E. 30.00 feet to a point; thence N 60° 30' E, 140.00 feet to a point on the North line of said Section 11; thence West 30.00 feet along said North line of said Section 11 to the Point of Beginning. 0.0964 acres.

PARCEL XV: REAL ESTATE INVESTORS CORPORATION, a Nevada Corporation

An easement and Right of Way over, under and across the East 30.0 feet of the West 61.50 feet of that portion of the South Half (S½) of the Northwest Quarter (NW¼) of Section 2, Township 20 South, Range 60 East, M.D.B. & M., described as follows:

COMMENCING at the Northwest corner of said Section 2; thence South 0°31'52" West along the west line of said Section 2 a distance of 1600.75 feet to a point; thence South 83°45'28" East a distance of 725.38 feet to a point, said point being the true point of beginning; thence continuing South 83°45'28" East a distance of 112.24 feet to a point, thence South 6°14'32" West a distance of 838.92 feet to a point; thence North 83°45'28" West a distance of 112.24 feet to a point, thence North 6°14'32" East a distance of 838.92 feet to the true point of beginning. 0.1938 acres.

PARCEL XVI: CHARLES L. PATTERSON and NELDA LEE PATTERSON

An easement and Right of Way over, under and across The East 30.0 feet of the West 61.50 feet of that portion of the Northwest Quarter (NW¼) of Section 2, Township 20 South, Range 60 East, M.D.B. & M., described as follows:

BEGINNING at a point 1,340.68 feet on a bearing South 6°14'32" West from the Northwest corner of

526117

West 30.00 feet of the East 237.0 feet of the South 25.0 feet of the North 86.5 feet of the Northeast Quarter (NE¼) of Section 30, Township 19 South, Range 61 East, M.D.B. & M., 1.7941 acres.

PARCEL XXIII: DONALD E. BORSACK, Trustee

An easement and Right of Way over, under and across the North 30.0 feet of the South 55.0 feet of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 26, Township 19 South, Range 60 East, M.D.B. & M., 0.4821 acres.

PARCEL XXVI: ARTHUR BLAIR DUFFY, SR. and CORNELIA J. DUFFY, and MARCO A. MONTEVERDE and SARAH MONTEVERDE

An easement and Right of Way over, under and across the East 30.0 feet of the West 61.50 feet of the South Half (S½) of the North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), Section 25, Township 19 South, Range 60 East, M.D.B. & M., 0.2410 acres.

PARCEL XXVII: BARBARA FAY MARTIN

An easement and Right of Way over, under and across the East 30.0 feet of the West 61.5 feet of the South 125.0 feet of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 24, Township 19 South, Range 60 East, M.D.B. & M., .0861 acres.

PARCEL XXVIII: LIBBY FAIRCHILD CO., a Nevada Corporation

An easement and Right of Way over, under and across the South 30.0 feet of the North 61.5 feet and the West 30.0 feet of the East 87.8 feet of the North 31 feet of the Northeast Quarter

on behalf of said defendants, or any of them, or for their successor or successors in interest, shall interfere in any way with the enjoyment by plaintiff of the easements and Rights of Way hereby condemned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as the purchase price of the respective easements and Rights of Way the plaintiff pay to the respective defendants, including the sums heretofore deposited with the Clerk of the above entitled Court as bond for immediate possession, the amounts set opposite their respective names as follows:

PARCEL II - ELZIE C. HOUSE	$ 113.35
PARCEL III - ROBERT PARKER	484.60
PARCEL VI - EDITH F. ALLEN	1,044.00
PARCEL VII - ROLLO LEON MEMMOTT and VENICE MEMMOTT	93.35
PARCEL IX - 11-7-7 CORPORATION, a Nevada Corporation	1,030.00
PARCEL X - DONALD J. and BARBARA L. ROMRO, (an undivided one-half interest) and OCIE J. PIGFORD and BETTY D. PIGFORD (an undivided one-half interest)	221.66
PARCEL XI - ROBERT V. PIGEON and ELOISE L. PIGEON	227.13
PARCEL XII - ALEXANDER M. GOULENTZ and THELMA GOULENTZ	95.95
PARCEL XIV - J. W. GARENINE and EDITH GARENINE	81.20
PARCEL XV - [illegible] CORPORATION, a [illegible]	68.16
PARCEL XVI - CHARLES L. PAINTER and HILDA LEE [illegible]	195.16
PARCEL XVII - [illegible]	[illegible]
PARCEL XVIII - MARGARET ELEANOR PRESTON	322.00
PARCEL XIX - CARROLL BERT ROBERTSON	86.66
PARCEL XX - ROBERT J. LEWIS, individually	209.31
PARCEL XXIII - [illegible]	192.81
PARCEL XXV - [illegible]	[illegible]
PARCEL XXVI - [illegible]	[illegible]

BOOK 657

528117
17-15

Edith F. Allen	c/o John Peter Lee, Esquire Suite 200 310 South Third Street Las Vegas, Nevada
Rollo Leon Memmott and Venice Memmott	Box 3368 North Las Vegas, Nevada
11-7-7 Corporation, a Nevada Corporation	c/o Messrs. Dickerson & Miles, Esquires 324 South Third Street Las Vegas, Nevada
Donald J. and Barbara L. Romeo	5775 Claire D'Lune Las Vegas, Nevada
Ocie J. and Betty D. Pigford	425 Decatur Las Vegas, Nevada
Robert V. Pigeon and Eloise L. Pigeon	2616 Stanley, North Las Vegas, Nevada
Alexander M. Coblentz and Thelma Coblentz	717 Las Vegas Boulevard North Las Vegas, Nevada
J. W. Garehime and Edith Garehime	230 North Tenth Street Las Vegas, Nevada
Real Estate Investors Corporation, a Nevada Corporation	136 South Fourth Street Las Vegas, Nevada
Charles L. Painter and Hilda Lee Painter	c/o Robert Santa Cruz, Esquire Suite 4 324 South 2nd Street Las Vegas, Nevada
G. Ramsay	c/o W. W. Geddes Wilmington Trust Co. Trust Department Wilmington 99, Delaware
Margaret Eleanor Preston	841 41st Street Sacramento, California
Carroll Bert Robertson	Box 4141 Annex Las Vegas, Nevada
Robert J. Lewis	750 Welch Road Palo Alto, California
Donald E. Brosack, Trustee	312 Fremont Street Las Vegas, Nevada
Arthur Blair Duffy, Sr. and Cornelia J. Duffy	871 Spreckles Building San Diego 1, California

REPORTER'S MEMO: LEGIBILITY QUESTIONABLE WHEN DOCUMENT RECEIVED. UNSATISFACTORY FOR GOOD

BOOK657

Certification of Copy

528117
17-17

STATE OF NEVADA, }
COUNTY OF CLARK } ss.

I, LORETTA BOWMAN, the duly appointed, qualified and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court do hereby certify that the foregoing is a true full and correct copy of the original

"JUDGMENT OF CONDEMNATION"

In the Matter of

NEVADA POWER COMPANY, Plaintiff,
vs.
BERT WARD, et al., Defendants.

Case No. A 10329

now on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Court at my office, Las Vegas, Nevada, this 10th day of September, A.D. 19 65.

LORETTA BOWMAN, Clerk

Deputy Clerk.

INST. NO. 528117
OFFICIAL RECORD BOOK NO. 657
RECORDED AT REQUEST OF
V. Gray Gubler
SEP 10 1 44 PM '65
CLARK COUNTY, NEVADA
PAUL E. MORN, RECORDER
FEE 2.00 DEPUTY

2.00

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BOOK 1440

RIGHT OF WAY GRANT

1300045

I (We) ROBERT HAL PARKER and COLLEEN ANDERSON PARKER TRUST, dated MAY 9, 1969 for One Dollar and other valuable consideration, do hereby grant and convey to NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, jointly and severally, and to their successors and assigns, the right to construct, to add to, to maintain, and to finally remove underground electric, telephone, and/or other communication system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and for telephone and/or other communication circuits upon, over, under, and across the parcels hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or sub-surface as may be deemed necessary to insure the safe and proper operation of said system(s).

The above referred to parcels of land, situate in the County of Clark, State of Nevada, are those portions of the Southwest Quarter (SW¼) of Section 33, Township 20 South, Range 60 East, M.D.M., Nevada, described as a strip of land 6.00 feet in width, being 3.00 feet on each side of the conductor and conduit centerline within the parcel of land described in Exhibit "A" attached hereto and made a part hereof.

ALSO:

Parcels of land covering above-ground appurtenances plus 3.00 feet adjacent to and contiguous with said appurtenances lying within the aforementioned parcel of land described as said Exhibit "A".

EXCEPTING THEREFROM those portions of the above described strip and parcels lying within building outlines.

Dr. No.: 432-2427
Reference Document: 039:031108

The Grantor(s) retain(s) the right to fence, to plant, to maintain and to so use said parcel(s) for their own purpose so long as such uses are consistent with Grantees' electrical and telephone practices and with the National Electrical Safety Code and does not interfere with the rights herein granted.

WITNESS my (our) hand(s) this 15TH day of July 19 81

RW 81-0642
24CX

Robert H. Parker
aka ROBERT H. PARKER, ROBERT HAL PARKER

STATE OF NEVADA }
COUNTY OF CLARK } ss.

Colleen Anderson Parker
aka COLLEEN A. PARKER, COLLEEN ANDERSON PARKER

On this 15TH day of July, 19 81, personally appeared before me, a Notary Public, ROBERT H. PARKER AND COLLEEN A. PARKER who acknowledged that they executed the above instrument.

Karen J. Hafner
Notary Public

OFFICIAL SEAL
Notary Public - State of Nevada
Clark County
Karen J. Hafner
My Appt. Exp. MAR. 17, 1984

Notary Public Statement and/or Seal

WHEN RECORDED MAIL TO:
LAND SECTION
NEVADA POWER CO.
BOX 230-LAS VEGAS, NEV.

FOR RECORDER'S USE ONLY

Form R/W - 14 Rev. 5-15-78

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BOOK 657

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17-1

Case No. A 10329

ELLA K. PEPP

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA,

IN AND FOR THE COUNTY OF CLARK

-oOo-

NEVADA POWER COMPANY, a Nevada Corporation,

Plaintiff,

vs.

HERT WARD and HELEN E. WARD, ELZIE G. HOUSE, ROBERT PARKER, MYER F. BROWKIN, A. D. YAHLIN, KEITH F. ALLEN, ROLLO LEON MEMMOTT and VERLOE MEMMOTT, 11-7-7 Corporation, a Nevada Corporation, DONALD J. and BARBARA L. ROMEO and OCIE J. and ESTET D. PIGFORD, ROBERT V. and ELOISE L. PIGEON, ALEXANDER COBLENTZ and THELMA COBLENTZ, J. W. GARRETSON and EDITH GARRETSON, REAL ESTATE INVESTORS CORPORATION, a Nevada Corporation, CHARLES L. PAINTER and HILDA LEE PAINTER, G. RAMSAY, MARGARET ELEANOR FRENSON, CARROLL HERT ROBERTSON, ROBERT J. LEWIS, individually and as Trustee, DONALD E. BORSACK, Trustee, ARTHUR HEATH DUFFY, SR. and CORNELIA J. DUFFY, and MARGO A. MONTEVERDI and SARAH MONTEVERDI, BARBARA FAY MARTIN, LAIRD FAIRBANKS CO., a Nevada Corporation, HAROLD HURLSTEIN, LAWYERS TITLE OF LAS VEGAS, INC., a Nevada Corporation, JAMES WHITE, ALEXANDER WHITE, HENRY J. KOORS, GEORGE J. MONTELEAN, PIONEER TITLE INSURANCE COMPANY OF NEVADA, a Nevada Corporation, UNITED TITLE INSURANCE CO., a Nevada Corporation, NEVADA TITLE INSURANCE CO., a Nevada Corporation, MINERAL TITLE COMPANY, INC., a Nevada Corporation, DOES 1 to 50, inclusive, and ROE COMPANIES I to XX, inclusive, AGENCY CO-EXECUTORS Corporations,

Defendants.

JUDGMENT OF CONDEMNATION

The above entitled action coming on regularly for trial be-

CHARLES L. PAINTER and HILDA LEE PAINTER, with whom settlements had not been made, and being fully advised in the law and the premises found that the amounts originally offered by plaintiff and deposited with the Clerk as bond for Order for Immediate Possession were in each instance the correct amounts to be awarded to the remaining defendants respectively, except those with whom settlement had not been made as above specified; and the trial of the above entitled action, before a Jury, a Jury having been requested by the defendants, BERT WARD, HELEN E. WARD, MYER F. BRODKIN and A. D. YABLIN, was thereupon continued to commence at 10:00 o'clock A.M., August 18, 1965; and the defendants, CHARLES L. PAINTER and HILDA LEE PAINTER, having advised the Court on August 18, 1965, by and through Robert Santa Cruz, Esquire, their attorney, that they had stipulated to settle their claim for the sum of $195.16; and the Court finding that all of the allegations contained in plaintiff's Complaint, as amended, are true; and that plaintiff is entitled to the relief prayed for in said Complaintes against all of the above named defendants except the defendants, HELEN E. WARD, MYER F. BRODKIN and A. D. YABLIN with whom jury trial was scheduled to commence July 18, 1965, and good cause appearing therefor,

NOW, THEREFORE, on motion of V. Gray Gubler, Esquire, and Samuel P. Cowley, Jr., Esquire, attorneys for plaintiff,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a Right of Way for power transmission and distribution lines and poles is hereby condemned and plaintiff is hereby granted an easement and Right of Way over, under and across the parcels of land hereinafter particularly described for the purpose of constructing, maintaining and replacing electric transmission and distribution lines for the carriage of electric current for public sale, with the minimum midspan clearance on transmission lines 39 feet and minimum midspan clearance on underbuild, when constructed, 29 feet, said power lines to be constructed, maintained and replaced for the purpose of the

LAW OFFICES OF V. GRAY GUBLER 101 FREMONT STREET LAS VEGAS, NEVADA 89101

RECORDER'S NOTE: WHEN DOCUMENT RECEIVED UNSATISFACTORY

across the West 30.0 feet of the East 55.0 feet, of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 34 Township 20 South, Range 60 East, M.D.B. & M., 0.9229 acres.

PARCEL VII - ROLLO LEON MERMOTT and VENICE MERMOTT

An easement and Right of Way over, under and across A STRIP OF LAND 30.00 FEET IN WIDTH described as follows:

Beginning at a point on the section and township line common to Section 3, T. 21 S., R. 60 E., M.D.M., Nevada and Section 34, T. 20 S., R. 60 E., M.D.M., Nevada, which point lies S 89° 54' W, 25.00 feet from the South 1/4 corner of said Section 34; thence S 0° 09' W, 120.00 feet to a point; thence S 89° 54' W, 30.00 feet to a point; thence N 0° 09' E, 120.00 feet to a point on the North line of said Section 3; thence N 89° 54' E, 30.00 feet to the Point of Beginning, excepting that portion which may lie on any existing road Right-of-way, .0826 acres.

PARCEL IX - 11-7-7 CORPORATION, a Nevada Corporation

An easement and Right of Way over, under and across the West 30.00 feet of the East 55.0 feet of the North Half (N½) of the Northwest Quarter (NW¼), Section 34, Township 20 South, Range 60 East, M.D.B. & M., 7.909 acres.

PARCEL X - DONALD J. and BARBARA L. ROMEO (an undivided one-half interest) and SCOTT J. and BETTY D. FIGFORD (an undivided one-half interest)

An easement and Right of Way over, under and across the West 25.0 feet of the East 55.0 feet of that portion of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 10, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada,

East, M.D.B. & M., described as follows:

PARCEL 2: That portion of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section 10, Township 20 South, Range 60 East, M.D.B. & M., described as follows:

COMMENCING at the Northeast (NE) corner of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10; thence South 0°25'32" East along the East line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 30.00 feet to a point; thence North 89°45'45" West parallel to the North line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 30.00 feet to the true point of beginning; thence continuing North 89°45'45" West a distance of 641.28 feet to a point on the West line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10; thence South 0°31'39" East along the said West line a distance of 625.96 feet to a point; thence South 89°48'00" East parallel to and 20.00 feet North of the South line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 640.16 feet to a point; thence North 0°25'32" West parallel to and 30.00 feet West of the East line of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of said Section 10 a distance of 625.53 feet to the true point of beginning, 0.3587 acres.

LAW OFFICES
V. GRAY GUBLER
401 FREMONT STREET
LAS VEGAS
NEVADA 89101

RECORDER'S MEMO: LEGIBILITY QUESTIONABLE
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feet to a point; thence S 89° 41' E. 30.00 feet to a point; thence N 00° 30' E. 140.00 feet to a point on the North line of said Section 11; thence West 30.00 feet along said North line of said Section 11 to the Point of Beginning, 0.0964 acres.

PARCEL XV: REAL ESTATE INVESTORS CORPORATION, a Nevada Corporation

An easement and Right of Way over, under and across the East 30.0 feet of the West 61.50 feet of that portion of the South Half (S½) of the Northwest Quarter (NW¼) of Section 2, Township 20 South, Range 60 East, M.D.B. & M., described as follows:

COMMENCING at the Northwest corner of said Section 2; thence South 0°31'52" West along the west line of said Section 2 a distance of 1600.75 feet to a point; thence South 83°45'28" East a distance of 725.38 feet to a point, said point being the true point of beginning; thence continuing South 83°45'28" East a distance of 112.24 feet to a point, thence South 6°14'32' West a distance of 218.92 feet to a point; thence North 83°45'28" West a distance of 112.24 feet to a point, thence North 6°14'32" East a distance of 218.92 feet to the true point of beginning; 0.1515 acres.

PARCEL XVI: CHARLES L. PAINTER and HELEN LEE PAINTER

An easement and Right of Way over, under and across The East 30.0 feet of the West 61.50 feet of that portion of the Northwest Quarter (NW¼) of Section 2, Township 20 South, Range 60 East, M.D.B. & M., described as follows:

BEGINNING at a point 1,240.62 feet on a bearing South 0°31'52" West from the Northwest corner of

West 30.00 feet of the East 237.0 feet of the South 25.0 feet of the North 86.5 feet of the Northeast Quarter (NE¼) of Section 30, Township 19 South, Range 61 East, M.D.B. & M., 1.7941 acres.

PARCEL XXIII: DONALD E. BORSACK, Trustee

An easement and Right of Way over, under and across the North 30.0 feet of the South 55.0 feet of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section 26, Township 19 South, Range 60 East, M.D.B. & M., 0.4821 acres.

PARCEL XXVI: ARTHUR BLAIR DUFFY, SR. and CORNELIA J. DUFFY, and MARCO A. MONTEVERDI and SARAH MONTEVERDI

An easement and Right of Way over, under and across the East 30.0 feet of the West 61.50 feet of the South Half (S½) of the North Half (N½) of the Southwest Quarter (SW¼) of the Northwest Quarter (NW¼), Section 25, Township 19 South, Range 60 East, M.D.B. & M., 0.2410 acres.

PARCEL XXVII: BARBARA FAY MARTIN

An easement and Right of Way over, under and across the East 30.0 feet of the West 61.5 feet of the South 125.0 feet of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 24, Township 19 South, Range 60 East, M.D.B. & M., .0861 acres.

PARCEL XXVIII: LIED FAIRACRES CO., a Nevada Corporation

An easement and Right of Way over, under and across the South 30.0 feet of the North 61.5 feet and the West 30.0 feet of the East 87.8 feet of the North 31.5 feet of the Northeast Quarter

LAW OFFICES
V. GRAY GUBLER
401 FREMONT STREET
LAS VEGAS
NEVADA 89101

RECORDER'S MEMO: LEGIBILITY OF WRITING, WHEN DOCUMENT RECEIVED, FOR GOOD REPRODUCTION

on behalf of said defendants, or any of them, or for their successor or successors in interest, shall interfere in any way with the enjoyment by plaintiff of the easements and Rights of Way hereby condemned.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as the purchase price of the respective easements and Rights of Way the plaintiff pay to the respective defendants, including the sums heretofore deposited with the Clerk of the above entitled Court as bond for immediate possession, the amounts set opposite their respective names as follows:

PARCEL II	ELZIE C. HOUSE	$ 113.35
PARCEL III	ROBERT PARKER	484.60
PARCEL VI	EDITH F. ALLEN	1,044.00
PARCEL VII	ROLLO LEON MEMMOTT and VENICE MEMMOTT	93.35
PARCEL IX	11-7-7 CORPORATION, a Nevada Corporation	1,030.00
PARCEL X	DONALD J. and BARBARA L. ROMEO, (an undivided one-half interest) and OCIE J. PIGFORD and BETTY D. PIGFORD (an undivided one-half interest)	221.66
PARCEL XI	ROBERT V. PIGEON and ELOISE L. PIGEON	227.13
PARCEL XII	ALEXANDER M. GOULBUTZ and THELMA GOULBUTZ	95.95
PARCEL XIV	J. W. GARRHIME and EDITH GARRHIME	61.20
PARCEL XV	REAL ESTATE INVESTORS CORPORATION, a Nevada Corporation	68.16
PARCEL XVI	CHARLES L. PAINTER and HILDA LEE PAINTER	195.16
PARCEL XVII	G. RAMSAY	184.30
PARCEL XVIII	MARGARET ELEANOR PRESTON	322.00
PARCEL XIX	CARROLL BEST ROBERTSON	86.66
PARCEL XXI	ROBERT J. LEWIS, individually	209.31
PARCEL XXIII	DONALD E. BORSACK, Trustee	192.81
PARCEL XXVI	ARTHUR ELLIS DUFFY, SR. and CORNELIA J. DUFFY, and MARGO A. [illegible] and SARAH [illegible]	48.20
PARCEL XXVII	BARBARA FAY MARTIN	[illegible]

BOOK657

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17-15

Edith F. Allen	c/o John Peter Lee, Esquire Suite 200 310 South Third Street Las Vegas, Nevada
Rollo Leon Memmott and Venice Memmott	Box 3368 North Las Vegas, Nevada
11-7-7 Corporation, a Nevada Corporation	c/o Messrs. Dickerson & Miles, Esquires 324 South Third Street Las Vegas, Nevada
Donald J. and Barbara L. Romeo	5775 Claire D'Lune Las Vegas, Nevada
Ocie J. and Betty D. Pigford	425 Decatur Las Vegas, Nevada
Robert V. Pigeon and Eloise L. Pigeon	2616 Stanley, North Las Vegas, Nevada
Alexander M. Coblentz and Thelma Coblentz	717 Las Vegas Boulevard North Las Vegas, Nevada
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Charles L. Painter and Hilda Lee Painter	c/o Robert Santa Cruz, Esquire Suite 4 324 South 2nd Street Las Vegas, Nevada
G. Ramsay	c/o W. W. Geddes Wilmington Trust Co. Trust Department Wilmington 99, Delaware
Margaret Eleanor Preston	841 41st Street Sacramento, California
Carroll Bert Robertson	Box 4141 Annex Las Vegas, Nevada
Robert J. Lewis	759 Welch Road Palo Alto, California
Donald E. Broback, Trustee	312 Fremont Street Las Vegas, Nevada
Arthur Blair Duffy, Sr. and Cornelia J. Duffy	371 Spreckles Building San Diego 1, California

City Council - Page 324

BOOK 657

Certification of Copy

528117
17-17

STATE OF NEVADA,)
COUNTY OF CLARK) ss.

I, LORETTA BOWMAN, the duly appointed, qualified and acting Clerk of Clark County, in the State of Nevada, and Ex-Officio Clerk of the District Court do hereby certify that the foregoing is a true full and correct copy of the original:

"JUDGMENT OF CONDEMNATION"

In the Matter of

"NEVADA POWER COMPANY, Plaintiff,
vs.
BERT WARD, et al., Defendants.

Case No. A 10329

now on file and of record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Court at my office, Las Vegas, Nevada, this 10th day of September, A.D 19 65.

LORETTA BOWMAN, Clerk

Deputy Clerk.

INST. NO. 528117
OFFICIAL RECORD BOOK NO. 657
RECORDED AT REQUEST OF
V. Gray Gubler
SEP 10 1 44 PM '65
CLARK COUNTY, NEVADA
PAUL E. HORN, RECORDER
FEE 2.25 DEPUTY

10470

24CX

BOOK 1440

RIGHT OF WAY GRANT

1388045

I (We) ROBERT HAL PARKER and COLLEEN ANDERSON PARKER TRUST, dated MAY 9, 1969 for One Dollar and other valuable consideration, do hereby grant and convey to NEVADA POWER COMPANY and CENTRAL TELEPHONE COMPANY, jointly and severally, and to their successors and assigns, the right to construct, to add to, to maintain, and to finally remove underground electric, telephone, and/or other communication system(s), consisting of duct lines, manholes, vaults, wires, cables, transformer installation above or below ground surface, service boxes, and other fixtures and apparatus, or any thereof, for the transmission and distribution of electricity and for telephone and/or other communication circuits upon, over, under, and across the parcels hereinafter described and the right of ingress and egress to and over the said parcel(s); together with the right to clear and keep cleared any obstruction from the surface or sub-surface as may be deemed necessary to insure the safe and proper operation of said system(s).

The above referred to parcels of land, situate in the County of Clark, State of Nevada, are those portions of the Southwest Quarter (SW¼) of Section 33, Township 20 South, Range 60 East, M.D.M., Nevada, described as a strip of land 6.00 feet in width, being 3.00 feet on each side of the conductor and conduit centerline within the parcel of land described in Exhibit "A" attached hereto and made a part hereof.

ALSO:

Parcels of land covering above-ground appurtenances plus 3.00 feet adjacent to and contiguous with said appurtenances lying within the aforementioned parcel of land described as said Exhibit "A".

EXCEPTING THEREFROM those portions of the above described strip and parcels lying within building outlines.

Dr. No.: 432-2427
Reference Document: 039:031108

The Grantor(s) retain(s) the right to fence, to plant, to maintain and to so use said parcel(s) for their own purpose so long as such uses are consistent with Grantees' electrical and telephone practices and with the National Electrical Safety Code and does not interfere with the rights herein granted.

WITNESS my (our) hand(s) this 15TH day of July, 19 81

RW 81-0642
24CX

Robert Parker
aka ROBERT H. PARKER, ROBERT HAL PARKER

STATE OF NEVADA } ss.
COUNTY OF CLARK }

Colleen Anderson Parker
aka COLLEEN A. PARKER, COLLEEN ANDERSON PARKER

On this 15TH day of July, 19 81, personally appeared before me, a Notary Public, ROBERT H. PARKER AND COLLEEN A. PARKER

who acknowledged that I he executed the above instrument.

Karen J. Hafner
Notary Public

OFFICIAL SEAL
Notary Public-State of Nevada
Clark County
Karen J. Hafner
My Appt. Exp. MAR. 17, 1984

Notary Public Statement and/or Seal

WHEN RECORDED MAIL TO:
LAND SECTION
NEVADA POWER CO.
BOX 230-LAS VEGAS, NEV.

FOR RECORDER'S USE ONLY

Form R/W - 14 Rev. 5-15-75

BOOK 1440 1399045

2-2

EXHIBIT "A"

Government Lot 63 in said Section 33.

CLARK COUNTY NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF
NEVADA POWER CO.
JUL 29 10 19 AM '81
FEE 5.00 DEPUTY
OFFICIAL RECORDS
BOOK INSTRUMENT
1440 1399045

WHEN RECORDED MAIL TO:
LAND SECTION
NEVADA POWER CO.
BOX 230-LAS VEGAS, NEV.

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
21

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

SUBJECT:
RESOLUTIONS:

R-51-2021 - For possible action to approve a Resolution extending the duration of temporary programs allowing certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery, curbside pick-up, or take-out of alcoholic beverages in connection with the delivery, pick-up, or take-out of food by a person who has placed an order therefor - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Previous City ordinances and resolutions have authorized temporary measures and programs allowing certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery, curbside pick-up, or take-out of alcoholic beverages in connection with the delivery, pick-up, or take-out of food by a person who has placed an order therefor. Those measures and programs expire by limitation on the earliest of January 1, 2022, the cessation of the City's Declaration of Emergency, or the adoption of an ordinance codifying the measures or programs. This Resolution will extend the measures and programs until the earlier of July 1, 2022, or the adoption of an ordinance codifying or superseding the measures and programs.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Resolution No. R-51-2021

RESOLUTION BY THE CITY COUNCIL EXTENDING THE DURATION OF TEMPORARY PROGRAMS ALLOWING CERTAIN TYPES OF BUSINESSES WITH AN ALCOHOLIC BEVERAGE LICENSE AND A RESTAURANT LICENSE TO OFFER AND PROVIDE THE DELIVERY, CURBSIDE PICK-UP, OR TAKE-OUT OF ALCOHOLIC BEVERAGES IN CONNECTION WITH THE DELIVERY, PICK-UP, OR TAKE-OUT OF FOOD BY A CUSTOMER WHO HAS PLACED AN ORDER THEREFOR

WHEREAS, previous and current conditions related to the COVID-19 virus have resulted in a number of negative impacts on businesses and individuals; and

WHEREAS, in an effort to provide affected businesses and individuals some relief from these negative impacts, the City Council previously approved Ordinance No. 6736 and authorized actions by the City Manager regarding various temporary programs and measures, including temporary programs allowing alcohol delivery and curbside or take-out alcohol in connection with meals; and

WHEREAS, the temporary programs and measures described below would otherwise terminate on January 1, 2022, pursuant to Resolution R-18-2021; and

WHEREAS, the City Council desires to extend the duration of the temporary programs and measures listed below to provide additional relief to affected businesses and individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to extend the duration of the temporary program and measures described below until July 1, 2022, or the adoption of an ordinance codifying the measure or programs—whichever occurs earlier.

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Delivery, Curbside Pick-Up, or Take-Out of Alcohol with Meals: A temporary administrative action that allows restaurants with an alcoholic beverage license to provide the delivery, curbside pick-up, or take-out of alcoholic beverages sealed by the manufacturer in connection with the delivery, curbside pick-up, or take-out of meal as defined in LVMC 6.50 after obtaining a Time-Limited Alcohol with Meals Delivery Permit or a Time-Limited Alcohol with Meals Curbside/Take-Out Permit.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

_____ 11/8/2021
Jeff Dorocak, Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
22

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of Susan Heltsley to the Building and Safety Enterprise Fund Advisory Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Nevada Revised Statues (NRS) 354.59891 and Senate Bill No. 184 state that local governments that create an enterprise fund shall establish an advisory committee to review the operation of and make recommendations relating to the enterprise fund. The committee consists of five members to represent the residential construction industry, the commercial development industry, the construction industry, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the enterprise fund. Appointments to the Committee shall be approved by the City Council. Terms are for two years, with no limit to the number of terms, and there is no City Residency requirement. Due to the retirement of Venetta Appleyard, the seat reserved for a Public Official who oversees the Enterprise Fund is vacant. As the new Finance Director, Ms. Heltsley's appointment is appropriate.

RECOMMENDATION:
The City Manager recommends the appointment of Ms. Heltsley.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**VACANT** Public Officer who manages City Fiscal Affairs		
2.	**KEVIN McOSKER** Public Officer who oversees the operation of the Enterprise Fund	1-3-2018 (Reapp. 12-18-19)	1-3-2022
3.	**VINCENT TATUM** Construction Industry	11-18-2020	11-18-2022
4.	**ROBERT W. POTTER** Commercial Development Industry	12-17-2008 (Reapp. 5-5-10) (Reapp. 5-2-12) (Reapp. 5-21-14) (Reapp. 6-1-16) (Reapp 6-6-18) (Reapp 11-18-20)	5-17-2022
5.	**AMANDA MOSS** Residential Construction Industry	5-1-2019 (Reapp. 5-19-21)	5-1-2023

AUTHORITY: Nevada Revised Statutes (NRS) 354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

DEPT. SUPPORT: Kevin McOsker, Director, Building and Safety
Benita Crook, Administrative Secretary, Building and Safety

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
23

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-37 - For possible action - Annexation No. 21-0539-ANX1 - Property location: Southeast corner of Buffalo Drive and Alexander Road; Petitioned by: Black Diamond Holdings, LLC; Acreage: 0.87 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property generally located at the southeast corner of Buffalo Drive and Alexander Road. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 23, 2021) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the December 15, 2021 City Council Meeting, pursuant to the November 29, 2021 Recommending Committee Meeting.

First Reading – 11/17/2021 First Publication – 12/2/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-37 and Location Map

BILL NO. 2021-37

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (21-0539-ANX1)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as generally located at the southeast corner of Buffalo Drive and Alexander Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

LOT 1 AS SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN FILE 31 OF PARCEL MAPS, AT PAGE 94 IN OFFICIAL RECORDS, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

TOGETHER WITH THE SURROUNDING HALF STREETS OF BUFFALO DRIVE AND ALEXANDER ROAD.

. . .

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and

will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 23rd day of December, 2021, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 23rd day of December, 2021, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 23rd day of December, 2021.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,

subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-1-21
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

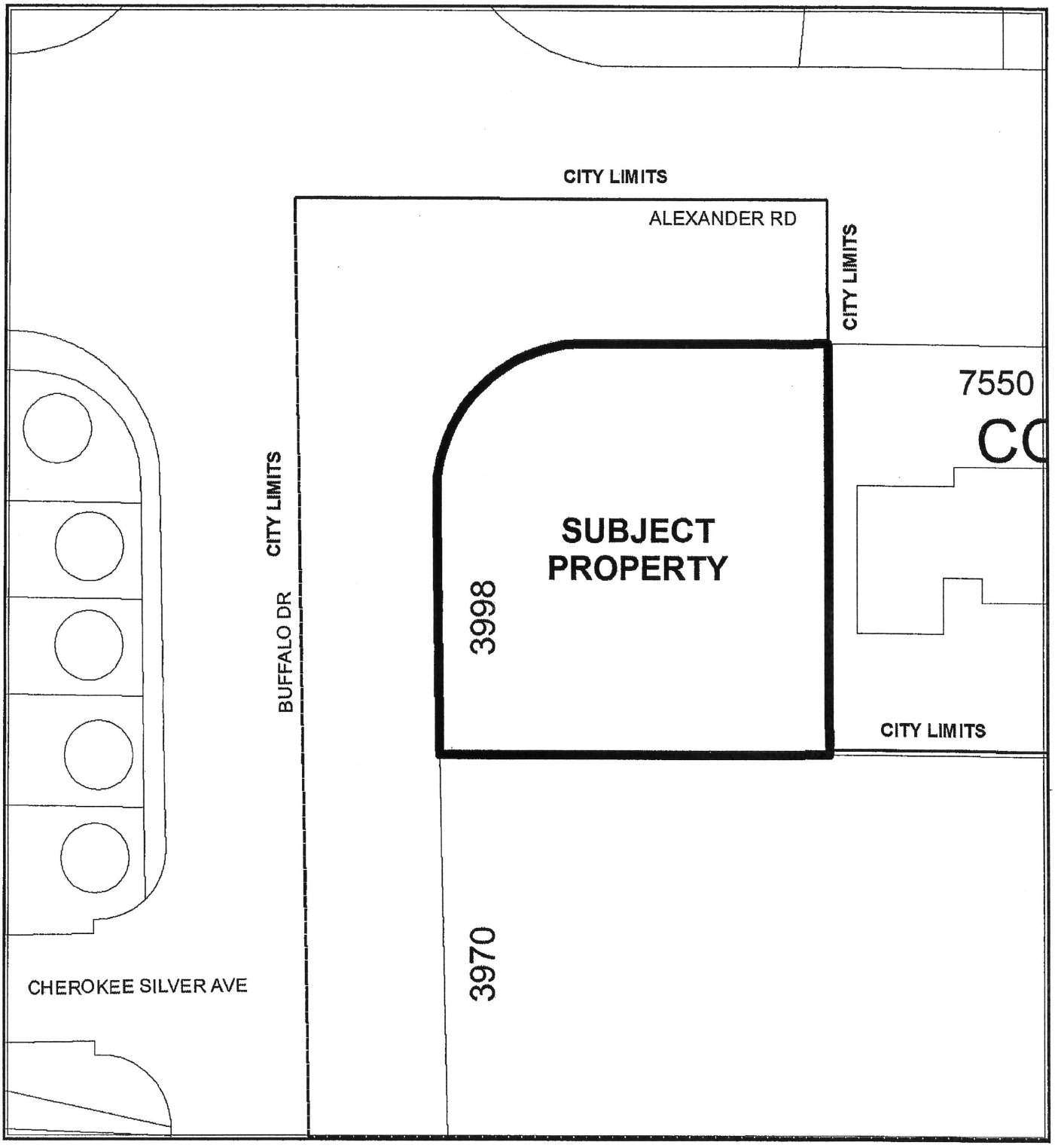
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE: **21-0539-ANX1**

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
24

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-39 - Amends LVMC Chapter 19.04 to add provisions regarding trails and other similar transportation-related facilities in order to implement and be consistent with the Layered Complete Street Network described in the City's 2050 Master Plan, and repeals the Trails Element of the Las Vegas 2020 Master Plan. Proposed by: Seth T. Floyd, Director of Community Development

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 19.04 to add provisions regarding trails and other similar transportation-related facilities in order to implement and be consistent with the Layered Complete Street Network described in the City's 2050 Master Plan. Included in the new Code provisions are a number of new standards regarding bike streets and trails of various kinds. The bill will also repeal the Trails Element of the Las Vegas 2020 Master Plan, which most recently has addressed the subject of trails within the City.

RECOMMENDATION:
ADOPTION at the January 5, 2022 City Council Meeting pursuant to the December 13, 2021 Recommending Committee Meeting.

First Read – 12/01/2021 First Publication – 12/23/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-39

BILL NO. 2021-39

ORDINANCE NO. _____

ORDINANCE TO AMEND LVMC CHAPTER 19.04 TO ADD PROVISIONS REGARDING TRAILS AND OTHER SIMILAR TRANSPORTATION-RELATED FACILITIES IN ORDER TO IMPLEMENT AND BE CONSISTENT WITH THE LAYERED COMPLETE STREET NETWORK DESCRIBED IN THE CITY'S 2050 MASTER PLAN; TO REPEAL THE TRAILS ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Seth T. Floyd, Director of Community Development

Summary: Amends LVMC Chapter 19.04 to add provisions regarding trails and other similar transportation-related facilities in order to implement and be consistent with the Layered Complete Street Network described in the City's 2050 Master Plan, and repeals the Trails Element of the Las Vegas 2020 Master Plan.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 to 9, inclusive, of this Ordinance. The amendments are deemed to be amendments to Ordinance No. 6289 and to the Unified Development Code adopted as Title 19. Where existing material is being amended, deleted material is enclosed by brackets and new material shown by underlining. Exhibits are marked with letters for purposes of incorporation into this Ordinance, but the letter markings will be removed or not reproduced when each exhibit is incorporated into the Unified Development Code. Similarly, parentheticals indicating where figures and tables are to appear in the Unified Development Code are for informational purposes related to publication but will not appear when the figures and tables are incorporated into the Unified Development Code.

SECTION 2: Title 19, Chapter 4, Section 10, is hereby amended to read as follows:

19.04.010 STREET CONNECTIVITY

A. Purpose

The purpose of this Chapter is to set forth requirements for achieving a connected transportation system as outlined in the [City's General] <u>City of Las Vegas 2050 Master</u> Plan to provide a safe and accessible

environment for a variety of transportation modes and users. As referred to in the City's Master Plan, the Layered Complete Street Network consists of the streets, trails, and facilities within the City that safely and comfortably accommodate all users, regardless of mode, age, or ability. This includes pedestrians, bicyclists, mobility devices, public transportation, carpoolers, motorcyclists, single-occupant vehicles, trucks, public safety officials, and other users of the City's streets, as generally described within this Chapter. All proposed development shall be designed in a manner that provides for and facilitates the logical overall design, placement and continuity of streets with respect to adjacent land parcels, and in accordance with this Title, [The] the City's Master Plan of Streets and Highways and LVMC Title 13.

B. Applicability

1. The street connectivity standards set forth herein are minimum requirements and shall apply to all new development projects whether utilizing public streets, private streets or private drives. Except as otherwise provided in this Chapter, any request to deviate from these standards shall require the submittal of an application for a Variance, which shall be subject to the procedures and standards set forth in LVMC 19.16.140.

2. Where a proposed development is adjacent to existing improvements, the Director of Public Works shall determine the extent to which it is appropriate to implement the standards outlined in this Chapter and approve, if necessary, designs for the transition from existing improvements to those that meet the standards of this Chapter. The Director may approve a deferral of the Amenity Zone standards pursuant to LVMC 19.02.025.

SECTION 3: Title 19, Chapter 4, Section 20, is hereby amended to read as follows:

19.04.020 [ROADWAY] LAYERED COMPLETE STREET NETWORK

A. The Layered Complete Street Network shall include a roadway network within the City, including Downtown Las Vegas, as well as trails and bike streets, all as described, referred to or contained in:

1. Subsections (B) through (D) of this Section;

2. The Master Plan of Streets and Highways adopted pursuant to LVMC Chapter 13.12; and

3. The documents constituting the element of the Master Plan required by NRS 278.160(1)(h),

including a streets and highways plan, a transit plan, and a transportation plan.

[A.] B. The roadway network of the City shall generally be laid out as outlined below:

1. Arterials shall follow section lines unless otherwise addressed in LVMC Title 13.

2. Major collector road spacing shall be at distances not exceeding 2,640 feet (1/2 mile) from an arterial or another major collector;

3. Minor collector road spacing shall not be closer than 660 feet from an arterial, major collector or another minor collector;

4. Residential and Local Street spacing shall be at intervals of no more than 660 feet.

5. High Density Residential or Mixed-Use Development shall provide street connections at intervals of no more than 330 feet.

[B.] C. The roadway network within the Downtown Las Vegas Overlay (DTLV-O), as described in LVMC 19.10.110, shall include the following street types consistent with the Vision 2045 Downtown Las Vegas Masterplan to provide compatible thoroughfare standards between Transect Zones enumerated within LVMC Chapter 19.09:

1. Downtown Alleys shall provide mid-block mobility and access abutting properties.

2. Minor Neighborhood Streets shall generally serve residential neighborhoods and local traffic.

3. Major Neighborhood Streets shall generally serve residential, commercial, and mixed-use neighborhoods.

4. Commercial Streets shall generally serve commercial and mixed use neighborhoods and distribute traffic from minor or major neighborhood streets to avenues or boulevards.

5. Avenues shall generally distribute traffic from minor or major neighborhood streets to avenues or boulevards and provide access to commercial and residential neighborhoods.

6. Bike Emphasis Avenues shall generally provide additional space for bicycle traffic, while also distributing traffic from minor or major neighborhood streets to avenues or boulevards and providing access to commercial and residential neighborhoods.

7. Boulevards shall generally move high volumes of vehicular traffic through Downtown.

8. Transit Emphasis Streets shall consist of identified routes with lanes dedicated to accommodate a form of high-capacity transit, such as light rail transit or bus rapid transit.

(D) The trails and bike street network of the City shall generally be integrated into or overlay the roadway networks described in Subsections (B) and (C). These facilities are for the exclusive use or shared use of pedestrians, bicyclists, equestrians, or a combination thereof. Where completely separated from a roadway, these facilities shall follow their own respective alignments. The trails and bike street network consists of a combination of:

1. Regional trails, as further addressed in LVMC 19.04.410.

2. Shared-use trails, as further addressed in LVMC 19.04.420.

3. Urban paths, which include urban trails, protected bike lanes, and cycle tracks, as further addressed in LVMC 19.04.430.

4. Equestrian trails, as further addressed in LVMC 19.04.440.

5. Off-street trails, as further addressed in LVMC 19.04.450.

SECTION 4: Chapter 19.04 is amended by adding thereto seven new sections, designated respectively as Sections 400 to 460, inclusive, reading as follows:

19.04.400 TRAILS AND BIKE STREETS

A. The purpose of LVMC 19.04.410 through 19.04.460 is to establish standards for development of a trail network and bike streets throughout the City in a manner consistent with the "Layered Complete Street Network" described within the Master Plan. Where the provisions of trail standards conflict with City Engineering Standards, the Engineering Standards shall govern, unless in the judgment of the Director of Public Works (or a designee), the application of the trail standards is consistent with the intent of the Engineering Standards or otherwise provides an acceptable alternative.

B. Where a proposed development is adjacent to existing improvements, the Director of Public Works or designee shall determine the extent to which it is appropriate to implement the standards set forth in LVMC 19.04.410 through 19.04.460 and approve, if necessary, designs for the transition from existing

improvements to those that meet the standards described. The Director or designee may approve a deferral of those standards pursuant to LVMC 19.02.025, except for those pertaining to trail paths.

C. To the extent relevant to trails and bike streets, the provisions of LVMC 13.12.020 pertaining to streets and highways are incorporated herein.

D. If trail standards have been adopted in connection with the approval of a master planned community, those standards shall govern to the extent inconsistent with LVMC 19.04.410 through 19.04.440.

E. With respect to any of the trail types described in LVMC 19.04.410 through 19.04.440, the following shall apply to the Amenity Zone pertaining to those trail types:

1. In addition to required landscaping, the following amenities may be placed within the prescribed width of each Amenity Zone:

a. Benches and seating.

b. Bicycle racks, lockers, or corrals.

c. Bollards and pedestrian safety elements.

d. Electric vehicle charging stations where adjacent to on-street parking.

e. Fire hydrants, placed in accordance with the City's Fire Code.

f. Mailboxes.

g. Parking meters.

h. Public art.

i. Shade structures, hanging plants, or trail lighting.

j. Street lighting, public or permitted signage, or traffic control devices.

k. Transit shelters for bus stops or transit stations.

l. Trash or recycling bins.

m. Any other amenity that is deemed acceptable by the Director of Planning or the Director of Public Works upon a determination that the amenity enhances the thoroughfare's urban environment and does not create a hazardous condition for pedestrians, bicyclists, equestrians, or motorists.

2. Drought-resistant and water-efficient plant materials consistent with the Southern Nevada

Regional Planning Coalition Regional Plant List are appropriate for public and private trails.

3. Utility conduits and permitted underground dry utilities shall be located under the trail and are not permitted under trail landscaping, except when such landscaping is appurtenant to meandering sidewalks. In the case of meandering sidewalks, utility conduits and permitted underground dry utilities shall be placed under the trail hardscaping as much as possible, subject to the approval of the Director of Public Works.

4. No utility or utility appurtenance may be placed in such a manner as to:

a. Block or inhibit pedestrian flow or access to a building door or entrance, ramp or access way;

b. Prevent or otherwise obstruct a handicapped or disabled pedestrian from passing or traversing the area in which the utility or appurtenance is located;

c. Conflict with the sight visibility restriction zone provisions of LVMC 19.02.190; or

d. Otherwise create a safety hazard.

F. For purposes of LVMC Title 19, the term "public improvement" includes trails to be built on publicly-owned property or on property subject to a public easement. LVMC 19.02.130 makes a subdivider responsible for the construction of all public improvements and for any private improvements associated with the parcel map or subdivision that may be required by the City. Other sections of this Title provide for landscaping plans along street corridors and the scheduling of improvements. Recreation trails required by the City will be constructed by a developer and dedicated to the City to be owned and maintained by the City. Within new developments, whether in new areas or infill areas, the City in appropriate cases, under LVMC Title 19 and other authority, may place the responsibility for the construction and maintenance of recreation trails and other trails on homeowners' associations or other maintenance organizations. The City may require as a condition of development approval the dedication of the right-of-way for a trail and its construction by a developer whose property the trail crosses.

19.04.410 REGIONAL TRAILS

Regional trails are major regional trailways and greenways for pedestrians and bicyclists that have minimal

street crossings, grade-separated overcrossing or undercrossings, and dedicated rights of way, and that connect to other jurisdictions within the region. Regional trails sometimes share space with a major freeway, highway, utility corridor, or regional flood control facility. A pertinent illustration, cross section and development requirements are as set forth in Figure 1 and Table 1 below.

(Figure 1 and Table 1 pertaining to Section 19.04.410, as depicted in Exhibit A, appear here)

19.04.420 SHARED-USE TRAILS

Shared-use trails are local-serving paved paths and trails that are shared by bicyclists and pedestrians. A pertinent illustrations, cross section and development requirements are as set forth in Figure 1 and Table 1 below.

(Figure 1 and Table 1 pertaining to Section 19.04.420, as depicted in Exhibit B, appear here)

19.04.430 URBAN PATHS

A. Urban paths consist of the following three unique trail designations:

1. Urban trail, consisting of a marked and designated route, especially within Downtown Las Vegas. A pertinent illustration, cross section and development requirements are as set forth in Figure 1 and Table 1 below. An alternative to that which is depicted in Figure 1 and Table 1 is as set forth in Figure 2 and Table 2 below.

2. Protected bike lane, consisting of a bikeway at street level that may use a variety of methods for physical protection from passing motor vehicle traffic. A pertinent illustration, cross section and development requirements are as set forth in Figure 3 and Table 3 below.

3. Cycle track, consisting of a street with the following characteristics:

a. A minimum right-of-way width of eighty feet;

b. An existing or potential design capacity of two travel lanes of traffic in each direction;

c. A center turn lane or raised median with left turn pockets; and

d. Exclusive use by bicyclists and pedestrians along one side of the street.

A pertinent illustration, cross section and development requirements are as set forth in Figure 4 and Table 4

below.

B. In addition to the amenities described in LVMC 19.04.390(C)(1), the following amenities may be placed in an urban path amenity zone:

1. Overhead weather protection attached to abutting building facades.

2. Any other amenity that is deemed acceptable by the Director of Planning or the Director of Public Works upon a determination that the amenity enhances the thoroughfare's urban environment and does not create a hazardous condition for pedestrians, bicyclists, equestrians, or motorists.

(The following pertaining to Section 19.04.430 appear here: Figure 1 and Table 1, as depicted in Exhibit C; Figure 2 and Table 2, as depicted in Exhibit D; Figure 3 and Table 3, as depicted in Exhibit E; Figure 4 and Table 4, as depicted in Exhibit F)

19.04.440 EQUESTRIAN TRAILS

Equestrian trails are specifically dedicated for equine use, using materials different from those not designed for equine use, but can also be used by hikers and pedestrians. A pertinent illustration, cross section and development standards are as set forth in Figure 1 and Table 1 below.

(Figure 1 and Table 1 pertaining to Section 19.04.440, as depicted in Exhibit G, appear here)

19.04.450 OFF-STREET TRAILS

Off-street trails include existing improved off-street trails and future unimproved off-street trails that serve a low-impact recreational purpose and are designed exclusively for hikers, mountain bikes, or equestrians. They may consist of any type of natural surface within a City park or an open space, natural desert, arroyo, hillside, foothill, or mountainous area. The Director of Planning or the Director of Public Works may establish development standards for off-street trails on a per-project basis.

19.04.460 PROJECT-SPECIFIC CROSS SECTIONS

In the case of any specific trail project, bike street project, capital improvement project, or other complete street roadway project regarding which a segment has been specifically designated for purposes of high quality urban design, safety, or multi-modal transportation, the Director of Planning or the Director of Public Works may establish a project-specific cross section and related standards that are unique to the project.

SECTION 5: Title 19, Chapter 6, Section 40, Subsection (F), Paragraph (10), is hereby amended to read as follows:

10. Utility Boxes and Installations

a. Along streets that border a residential subdivision, all utility boxes and above-ground utility installations, other than utility poles, that are in excess of twenty-seven cubic feet in size and that are to be placed outside the right-of-way shall be installed with landscaping on two sides, with one side being available for access by utility companies. The landscaping must include tall grasses and/or shrubbery which, at maturity, will provide adequate screening of the utility structures.

b. Within proposed trail corridors that are identified in the [Master Plan Transportation Trails Element and the Master Plan Recreation Trails Element,] aspect of the City's Master Plan that pertains to trails, no utility box or above-ground utility installation, other than a utility pole, that is in excess of twenty-seven cubic feet in size (excluding pad and concrete collars) shall be allowed. In addition, all utility boxes to be placed immediately adjacent to a trail corridor shall be placed so that the access doors open parallel to the trail corridor and are accessible without the need to cut down or reduce the effectiveness of the landscaping within the trail area.

SECTION 6: Title 19, Chapter 8, Section 40, Subsection (F), Paragraph (10), is hereby amended to read as follows:

10. Utility Boxes and Installations

a. Along streets that border a residential subdivision, all utility boxes and above-ground utility installations, other than utility poles, that are in excess of twenty-seven cubic feet in size and that are to be placed outside the right-of-way shall be installed with landscaping on two sides, with one side being available for access by utility companies. The landscaping must include tall grasses and/or shrubbery which, at maturity, will provide adequate screening of the utility structures.

b. Within proposed trail corridors that are identified in the [Master Plan Transportation Trails Element and the Master Plan Recreation Trails Element,] aspect of the City's Master Plan that pertains to trails, no utility box or above-ground utility installation, other than a utility pole, that is in excess of twenty-

seven cubic feet in size (excluding pad and concrete collars) shall be allowed. In addition, all utility boxes to be placed immediately adjacent to a trail corridor shall be placed so that the access doors open parallel to the trail corridor and are accessible without the need to cut down or reduce the effectiveness of the landscaping within the trail area.

SECTION 7: Title 19, Chapter 10, Section 140, Subsection (C), Paragraph (8), is hereby amended to read as follows:

8. Trails

a. Each subdivision shall provide and maintain pedestrian access for trails that are identified in the aspect of the City's [Trail] Master Plan that pertains to trails and that are located within the subdivision, including subdivisions that are to be established as gated communities.

b. A trail system that is designed to preserve habitat and ensure public safety shall be provided to link new development to existing trails within hillside areas.

c. New subdivisions shall prepare a trails plan to link new residential areas to existing and planned trails in the City that are shown in the [Trails Elements] aspect of the City's Master Plan[,] that pertains to trails, including hiking, equestrian and multi-use trails. The subdivision's trails plan must be submitted to the City for review and approval.

d. Once approved by the City, the trails identified in each subdivision's trails plan shall be constructed by the developer prior to the final inspection of residential units. Such trails shall be maintained as agreed to by the developer and the City.

SECTION 8: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate locations, the following terms and their corresponding definitions:

Trailway. A linear land corridor that features a trail capable of accommodating any combination of uses related to public recreation and uses for authorized alternative modes of transportation.

Greenway. A contiguous or linear open space, typically characterized by vegetation or habitat, that is established and managed for any combination of historic, conservation, recreation, and transportation purposes.

SECTION 9: The following figures and tables referenced in this Ordinance are attached to and incorporated by this Ordinance, as follows:

Figure 1 and Table 1 pertaining to Section 19.04.410 are as shown in Exhibit A

Figure 1 and Table 1 pertaining to Section 19.04.420 are as shown in Exhibit B

Figure 1 and Table 1 pertaining to Section 19.04.430 are as shown in Exhibit C

Figure 2 and Table 2 pertaining to Section 19.04.430 are as shown in Exhibit D

Figure 3 and Table 3 pertaining to Section 19.04.430 are as shown in Exhibit E

Figure 4 and Table 4 pertaining to Section 19.04.430 are as shown in Exhibit F

Figure 1 and Table 1 pertaining to Section 19.04.440 are as shown in Exhibit G

SECTION 10: The Trails Element of the Las Vegas 2020 Master Plan is hereby repealed in its entirety.

SECTION 11: For purposes of Section 2.100(3) of the City Charter, Sections 19.06.040, 19.08.040, 19.10.140 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 12: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 2 to 9, inclusive, of this Ordinance, including without limitation inserting into the Code at the appropriate locations the figures and tables contained in the exhibits.

SECTION 13: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 14: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required

or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 15: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2022.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-15-21
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2021, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2022, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Exhibit A: Regional Trails Figure 1

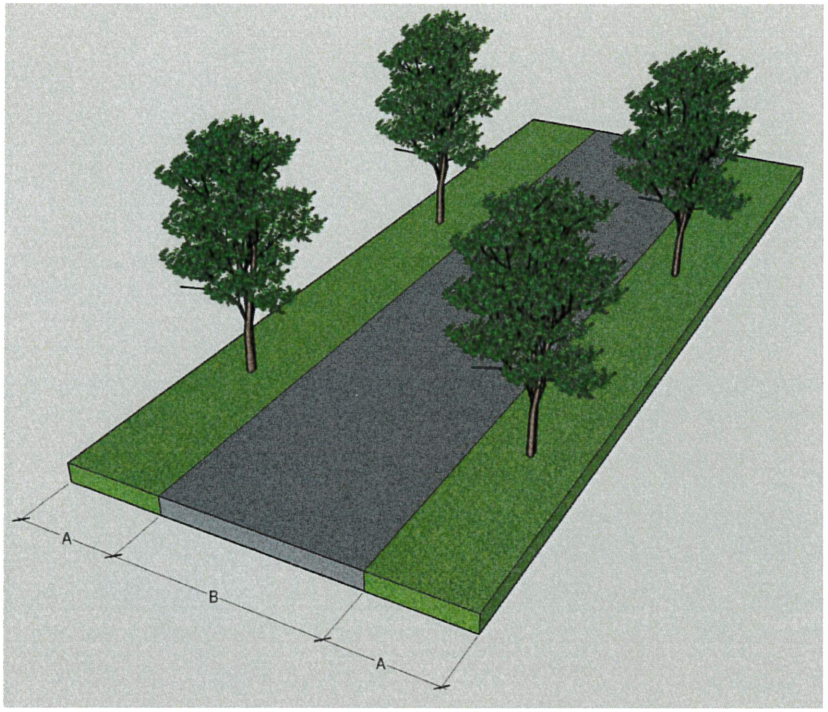


Table 1 – Development Requirements	
A. Amenity Zone Width	5 feet
B. Trail Path Width	10 feet minimum

Footnotes:

1. All streetlights must be spaced no less than 10 feet from all trees
2. A minimum of 1 tree per 20 linear feet in each Amenity Zone
3. Trees shall be a minimum twenty-four inch box tree
4. Root barriers must be provided for each tree to prevent root damage to surrounding area
5. Shrubs are required in all Amenity Zones, with a minimum of four 5-gallon shrubs required for every required tree
6. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.
7. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs

Exhibit B: Shared-Use Trails Figure 1

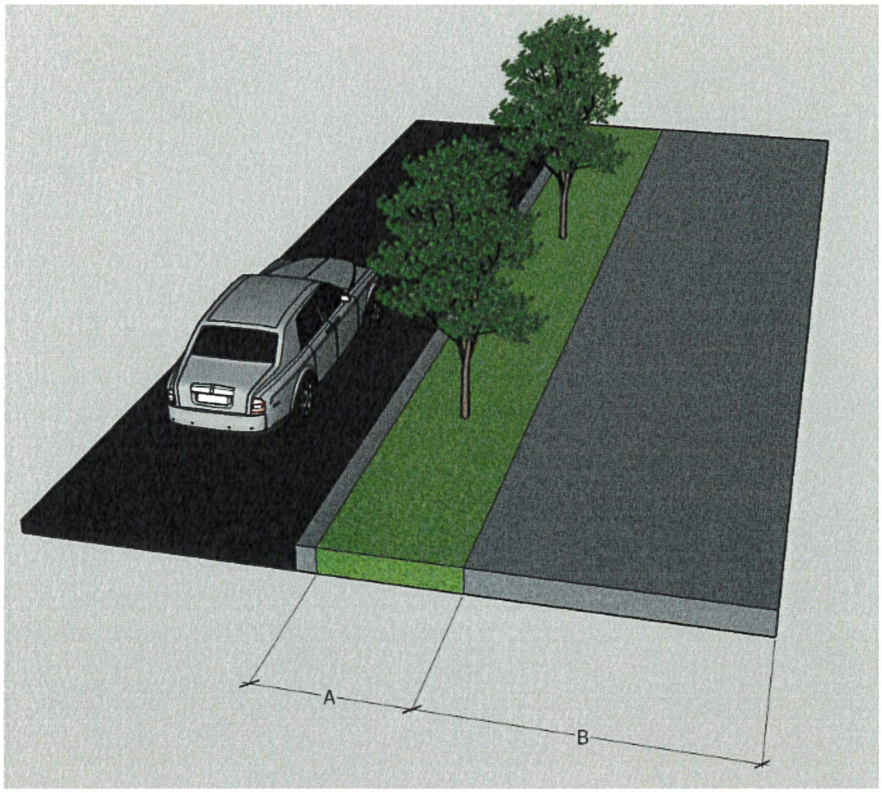


Table 1 – Development Requirements	
A. Amenity Zone Width	5 feet
B. Trail Path Width	8-10 feet

Footnotes:

1. All streetlights must be spaced no less than 10 feet from all trees
2. A minimum of 1 tree shall be planted per 20 linear feet in each Amenity Zone
3. Trees shall be a minimum twenty-four inch box tree
4. Root barriers must be provided for each tree to prevent root damage to surrounding area
5. Shrubs are required in all Amenity Zones, with a minimum of four 5-gallon shrubs required for every required tree
6. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.
7. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs

Exhibit C: Urban Trails Figure 1

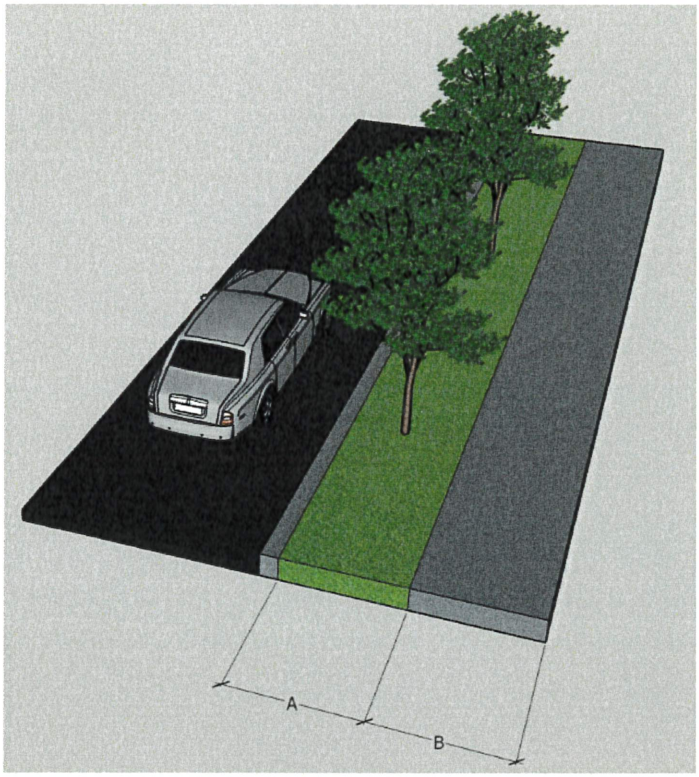


Table 1 – Development Requirements	
A. Amenity Zone Width	5 feet
B. Trail Path Width	5-10 feet

Footnotes:

1. All streetlights must be spaced no less than 10 feet from all trees
2. A minimum of 1 tree shall be planted per 20 linear feet in each Amenity Zone
3. Trees shall be a minimum twenty-four inch box tree
4. Root barriers must be provided for each tree to prevent root damage to surrounding area
5. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.
6. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs

Exhibit D: Urban Trails Alternative Figure 2

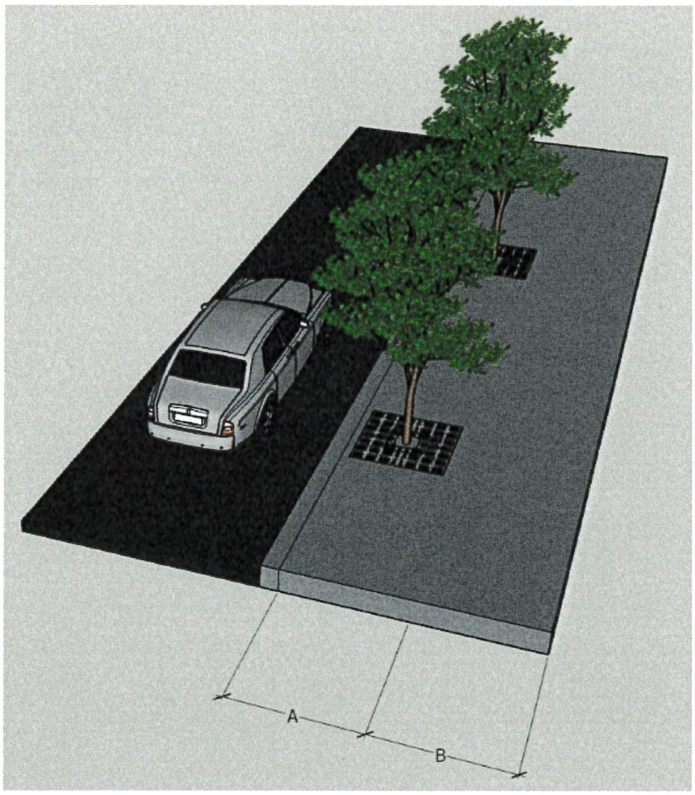


Table 2 – Development Requirements	
A. Amenity Zone Width	5 feet
B. Trail Path Width	5-10 feet

Footnotes:

1. All streetlights must be spaced no less than 10 feet from all trees
2. A minimum of 1 tree shall be planted per 20 linear feet in each Amenity Zone
3. Trees shall be a minimum twenty-four inch box tree
4. Root barriers must be provided for each tree to prevent root damage to surrounding area
5. Tree grate must be a minimum of 5 feet x 5 feet
6. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs

Exhibit E: Protected Bike Lane Figure 3

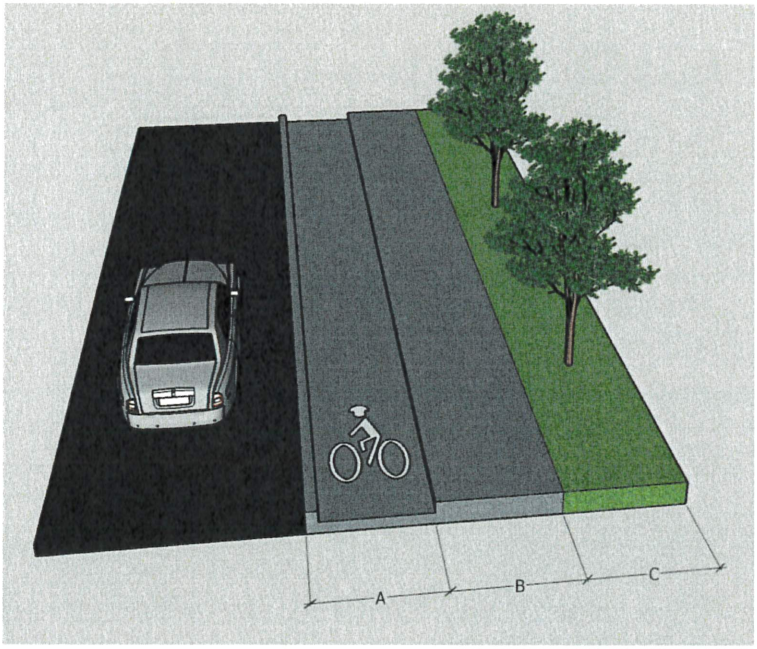
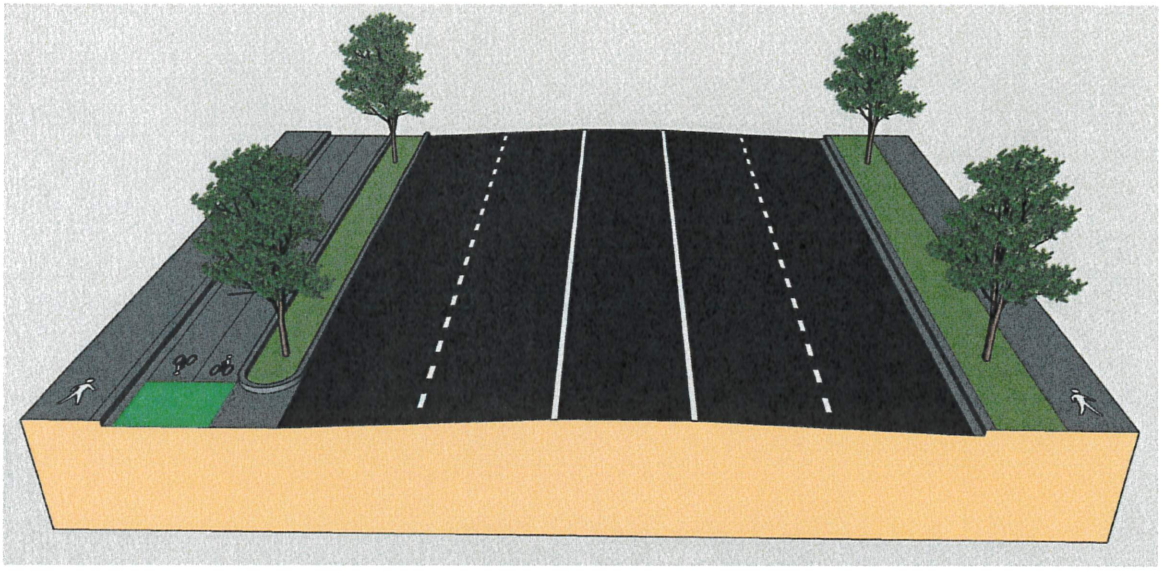


Table 3 – Development Requirements	
A. Protected Bicycle Lane Width	5-7 feet
B. Trail Path Width	5-10 feet
C. Amenity Zone Width	5 feet

Footnotes:

1. All streetlights must be spaced no less than 10 feet from all trees
2. A minimum of 1 tree shall be planted per 20 linear feet in each Amenity Zone
3. Trees shall be a minimum twenty-four inch box tree
4. Shrubs are required in all Amenity Zones, with a minimum of four 5-gallon shrubs required for every required tree
5. Root barriers must be provided for each tree to prevent root damage to surrounding area
6. The following barriers may be utilized to separate the bicycle lane from the motor vehicle travel lane:
   a. Raised median or curb (minimum 6" rise from motor vehicle travel lane)
   b. Plastic bollards (minimum 36" in height placed no greater than 7 feet apart)
   c. Planter boxes (minimum 24" in height measured from base of planter to top of planter placed no greater than 7 feet apart)
   d. Any other barrier deemed acceptable by the Director of Planning or the Director of Public Works that enhances the thoroughfare's urban environment and does not create a hazardous condition for pedestrians, bicyclists, or motorists.
7. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.
8. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs

Exhibit F: Cycle Track (2 pages) Figure 4



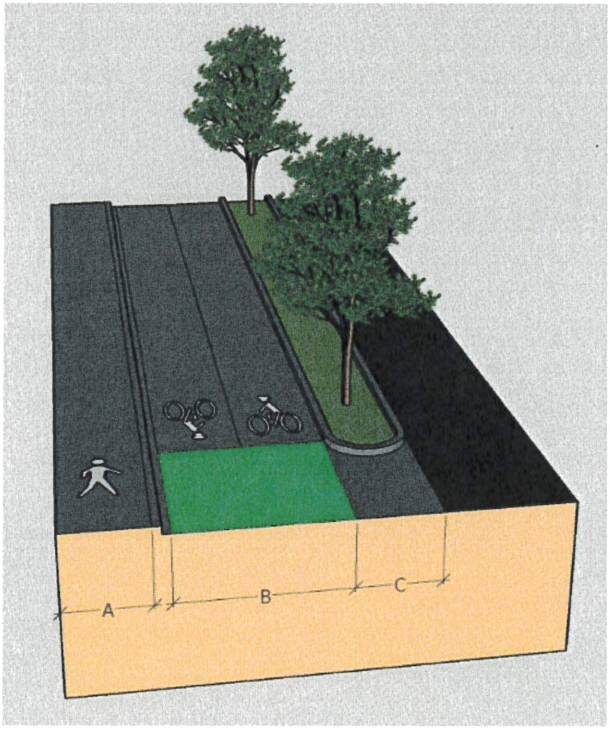


Table 4 – Development Requirements	
A. Sidewalk	5-7 feet
B. Cycle Track	8-12 feet[1]
C. Landscape Island	5-7 feet

Footnotes:

1. The desirable two-way cycle track width is 12 feet. Minimum width in constrained locations is 8 feet.
2. A minimum of 1 tree shall be planted per 45 linear feet in the Landscape Island
3. Trees shall be a minimum twenty-four inch box tree
4. All streetlights must be spaced no less than 10 feet from all trees
5. Trees shall be placed within the landscape island to provide maximum shade of the sidewalk and cycle track.
6. Root barriers must be provided for each tree to prevent root damage to surrounding area
7. Shrubs are required in all Amenity Zones, with a minimum of four 5-gallon shrubs required for every required tree
8. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.
9. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs

Exhibit G: Equestrian Trails Figure 1

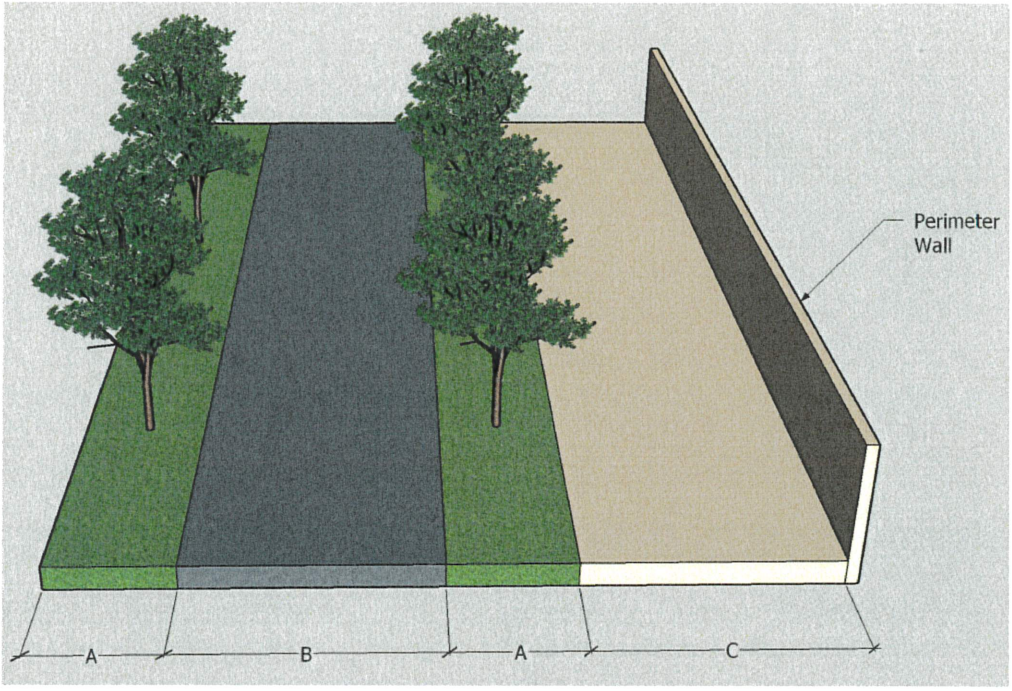


Table 1 – Development Standards	
A. Amenity Zone Width	5 feet
B. Trail Path Width	10 feet
C. Equestrian Path Width	10 feet

Footnotes:

1. All streetlights must be spaced no less than 10 feet from all trees
2. A minimum of 1 tree shall be planted per 20 linear feet
3. Trees shall be a minimum twenty-four inch box tree
4. Shrubs are required in all Amenity Zones, with a minimum of four 5-gallon shrubs required for every required tree
5. Root barriers must be provided for each tree to prevent root damage to surrounding area
6. Equestrian Path must be of decomposed granite or another approved material
7. Landscaping shall not interfere with Sight Visibility Restriction Zones or traffic related street signs
8. Ground covers shall be installed in all landscaped areas. Non-vegetative ground covers shall include, without limitation, rocks and small stones, crushed rock and bark, installed to a minimum depth of two inches in all areas.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
25

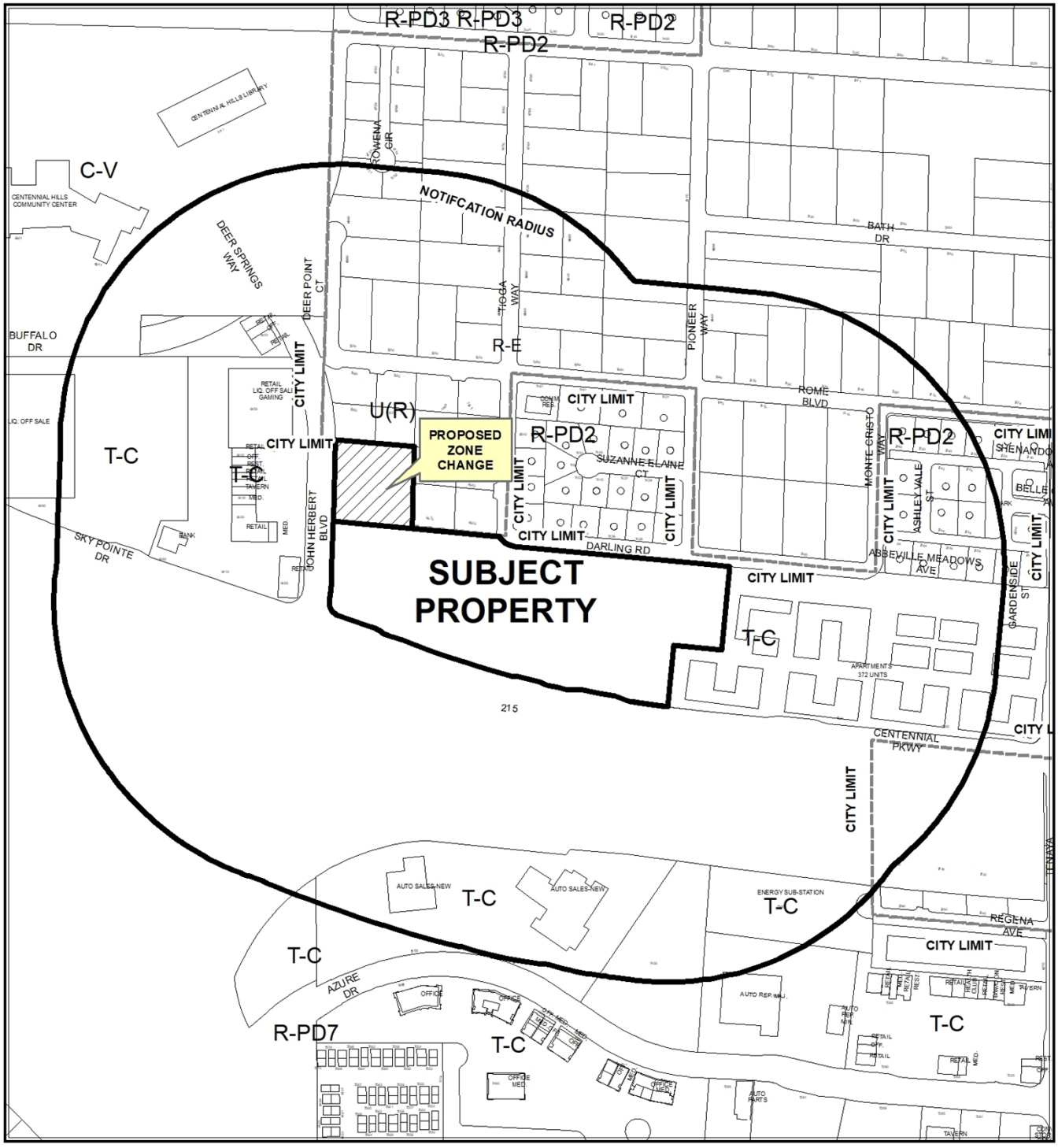
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0516 - PUBLIC HEARING - APPLICANT: BLUE MARBLE DEVELOPMENT, LLC - OWNER: SHIRON DEVELOPMENT, LLC - For possible action on the following Land Use Entitlement project requests on 16.41 acres at the northeast corner of Centennial Parkway and John Herbert Boulevard (APNs 125-22-401-009 and 016), U (Undeveloped) and T-C (Town Center) [SX-TC (Suburban Mixed-Use - Town Center)] Zones, Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire 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 APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 21-0516-GPA1
3. Land Use Map - 21-0516-ZON1
4. Land Use Map - 21-0516-MOD1
5. Location and Aerial Maps - 21-0516-GPA1
6. Conditions and Staff Report
7. Supporting Documentation
8. Photo(s)
9. School Development Tracking Form Submitted by Clark County School District - 21-0516-SDR1
10. Traffic Notes Submitted by City of Las Vegas Department of Public Works Traffic Division - 21-0516-SDR1
11. Submitted after Final Agenda - Protest Postcards
12. Backup Submitted for the October 12, 2021 Planning Commission Meeting



0 412.5 825

Feet

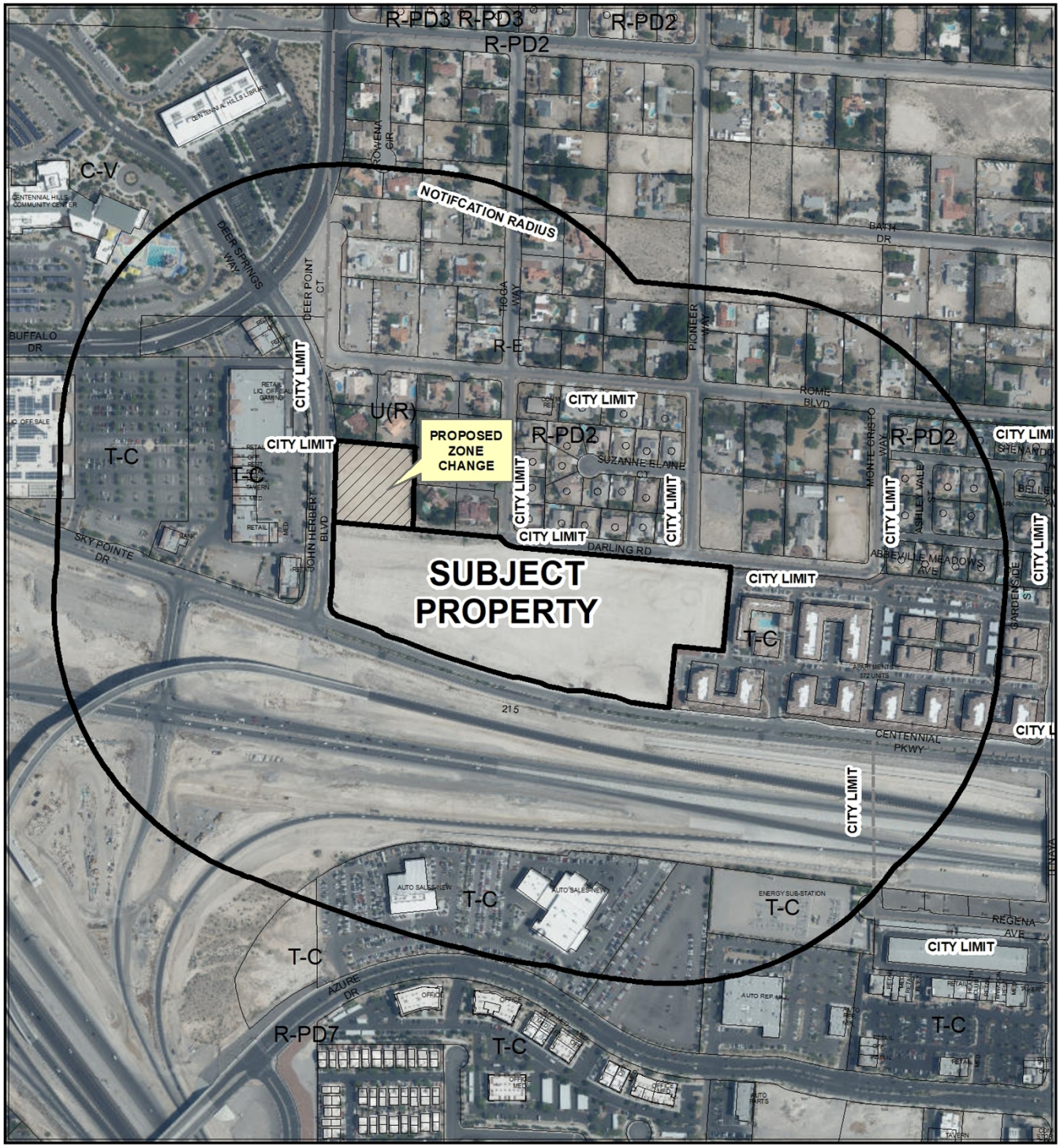
CASE: 21-0516

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED)

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



0 412.5 825 Feet

CASE: 21-0516

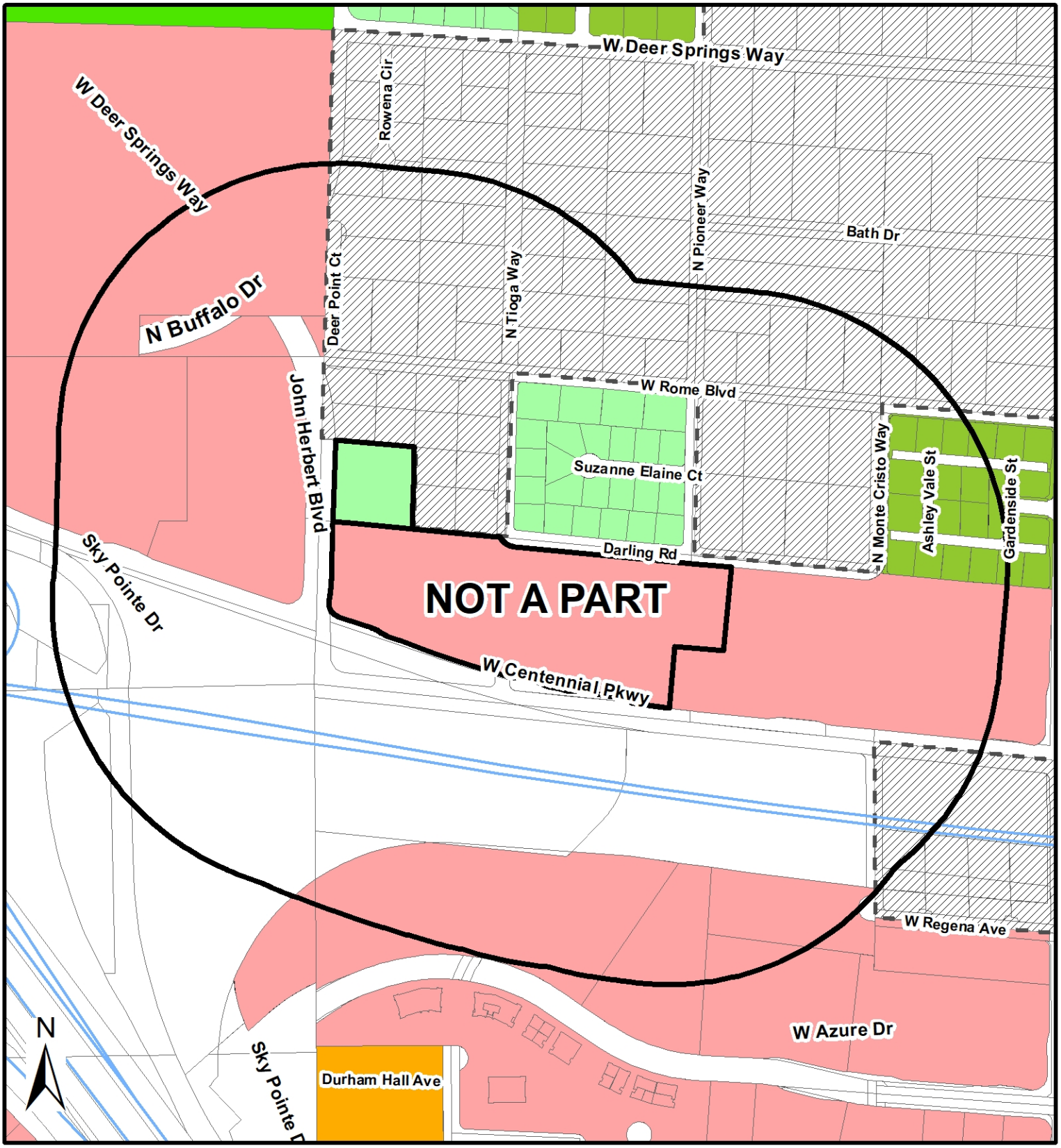
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED)

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

21-0516-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)

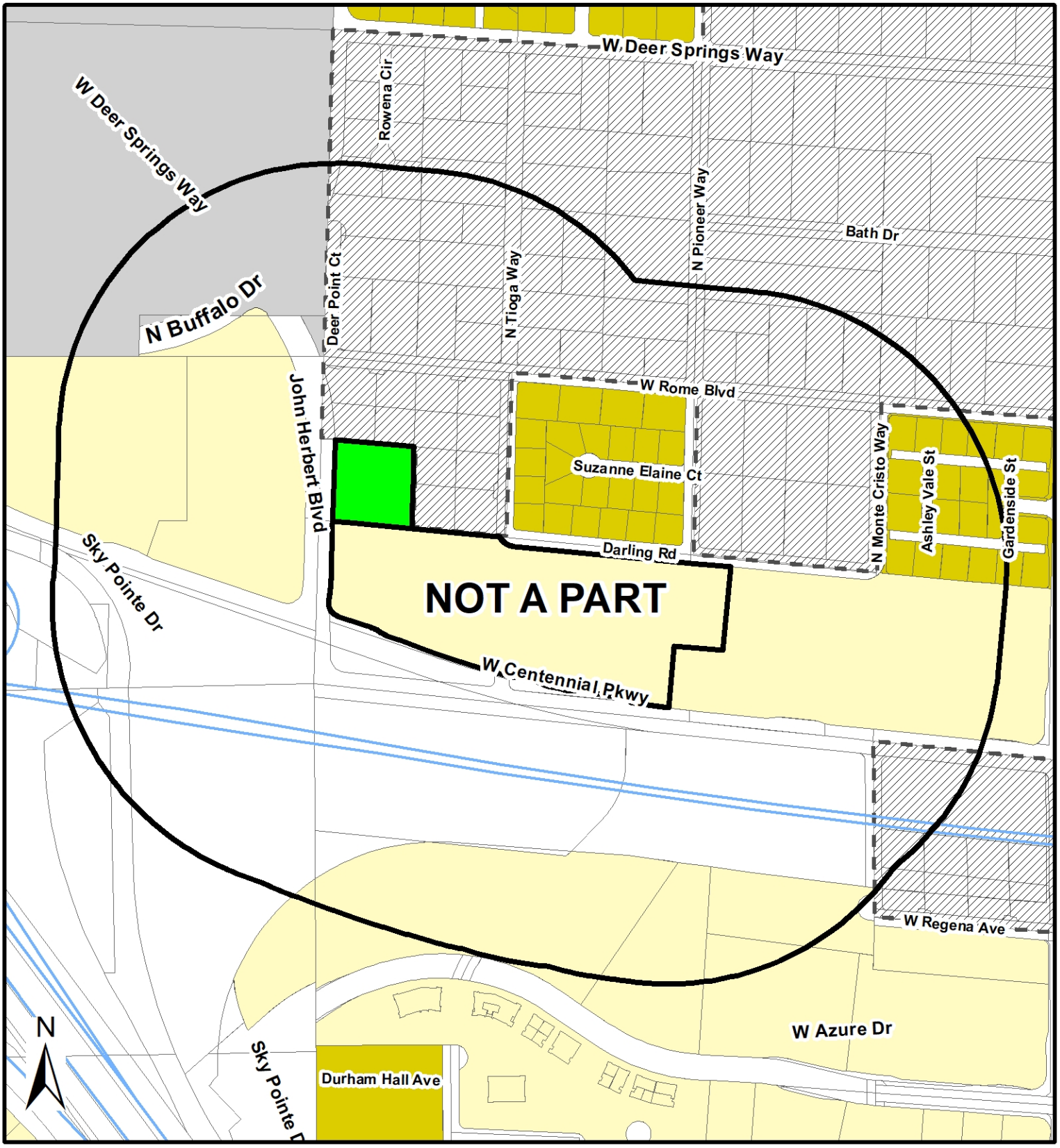
from R to TC

- Subject Property
- City Limits
- Not City

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 31, 2021

21-0516-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
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

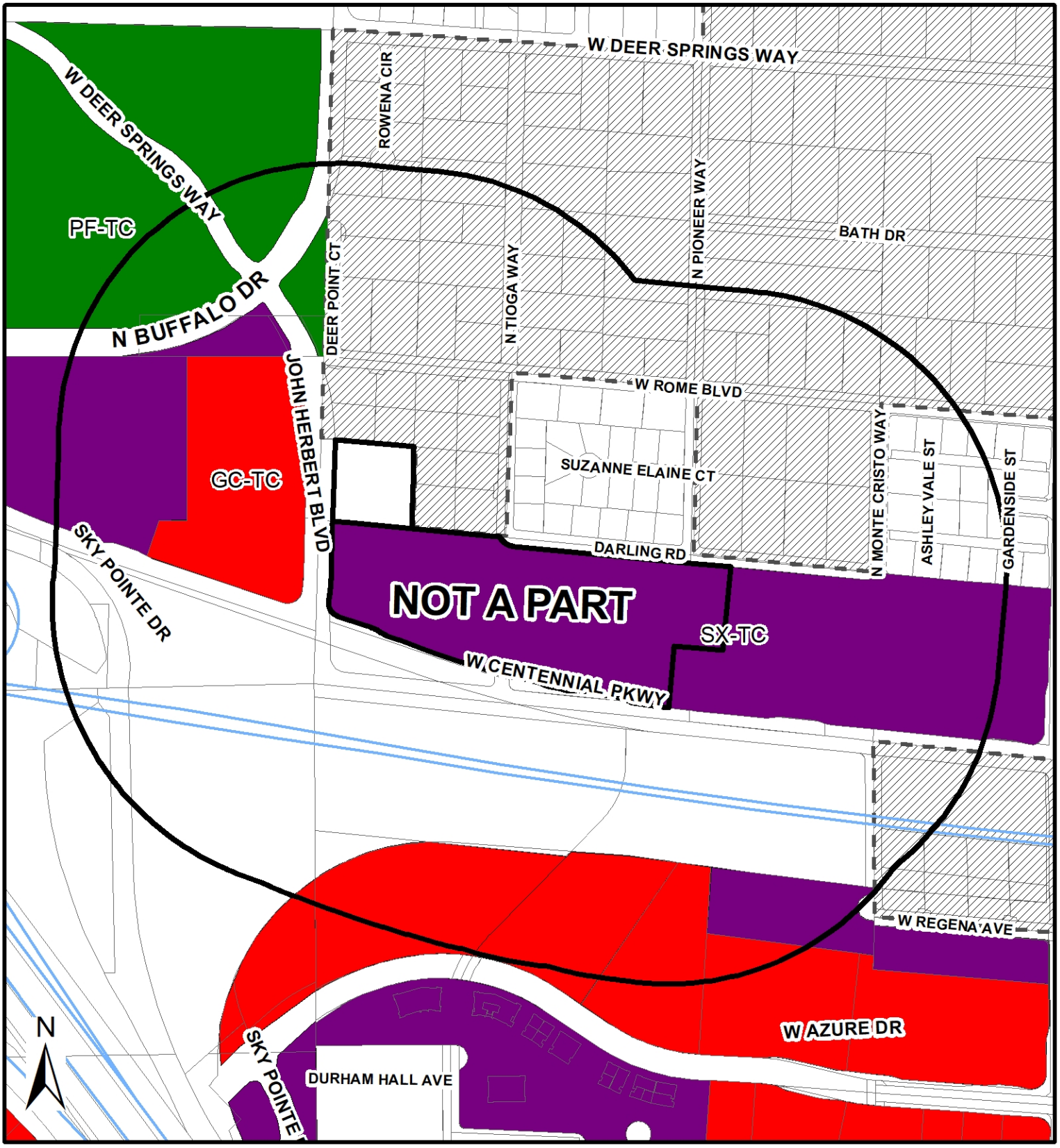
from U to T-C

Subject Property
City Limits
Not City

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.
762-229-6301

Date: Tuesday, August 31, 2021

21-0516-MOD1



Town Center

- General Commercial (GC-TC)
- Service Commercial (SC-TC)
- Urban Center Mixed-Use (UC-TC)
- Suburban Mixed-Use (SX-TC)
- Main Street Mixed-Use (MS-TC)
- Employment Center Mixed-Use (EC-TC)
- Low Residential (L-TC)
- Medium Residential (M-TC)
- Medium-Low Residential (ML-TC)
- Medium-Low Attached Residential (MLA-TC)
- Public Facilities (PF-TC)
- Right of Way (ROW)

PROPOSED SX-TC

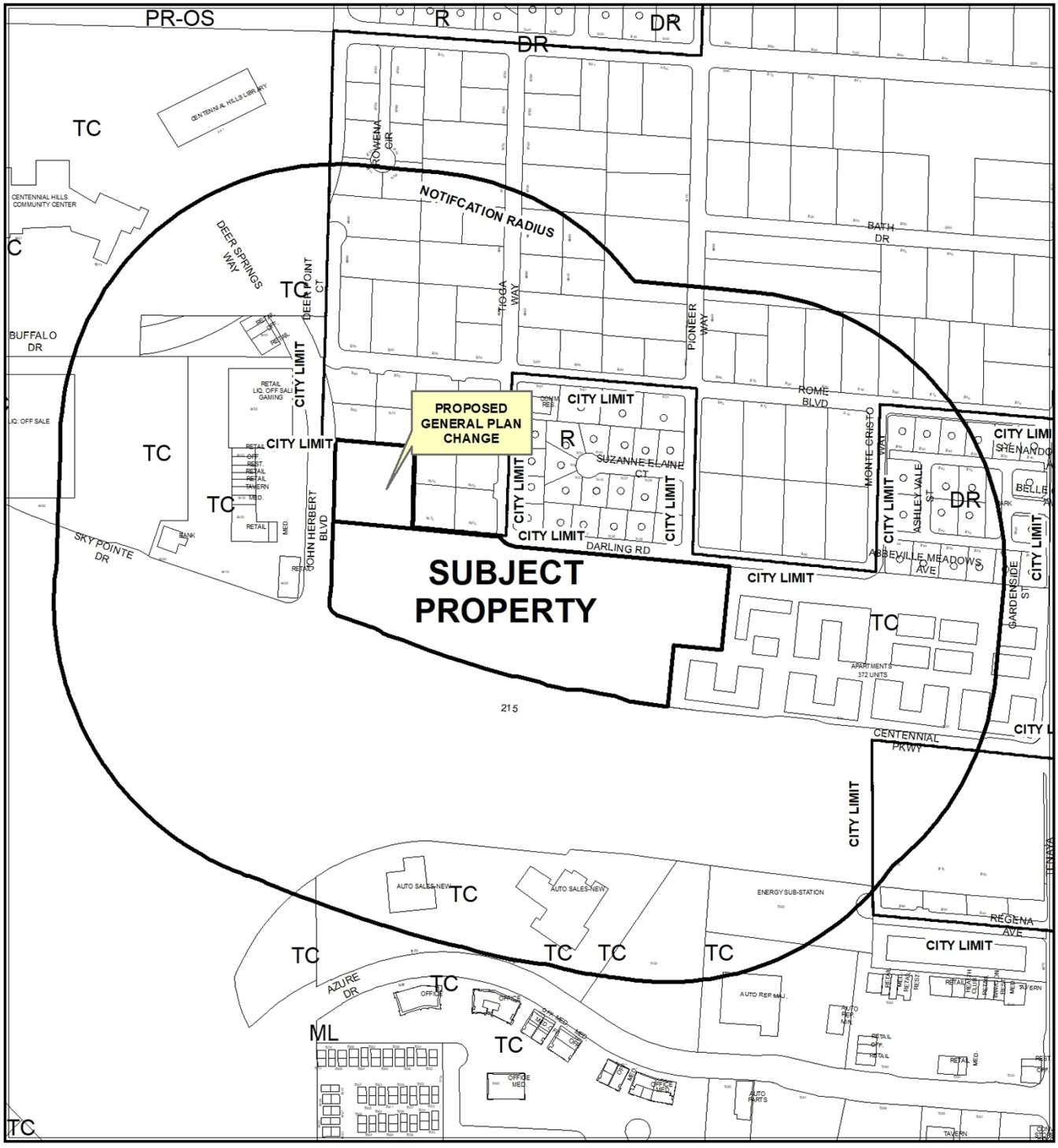
Subject Property

City Limits

Not City

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.
762-229-6301

Date: Wednesday, September 1, 2021



0 412.5 825 Feet

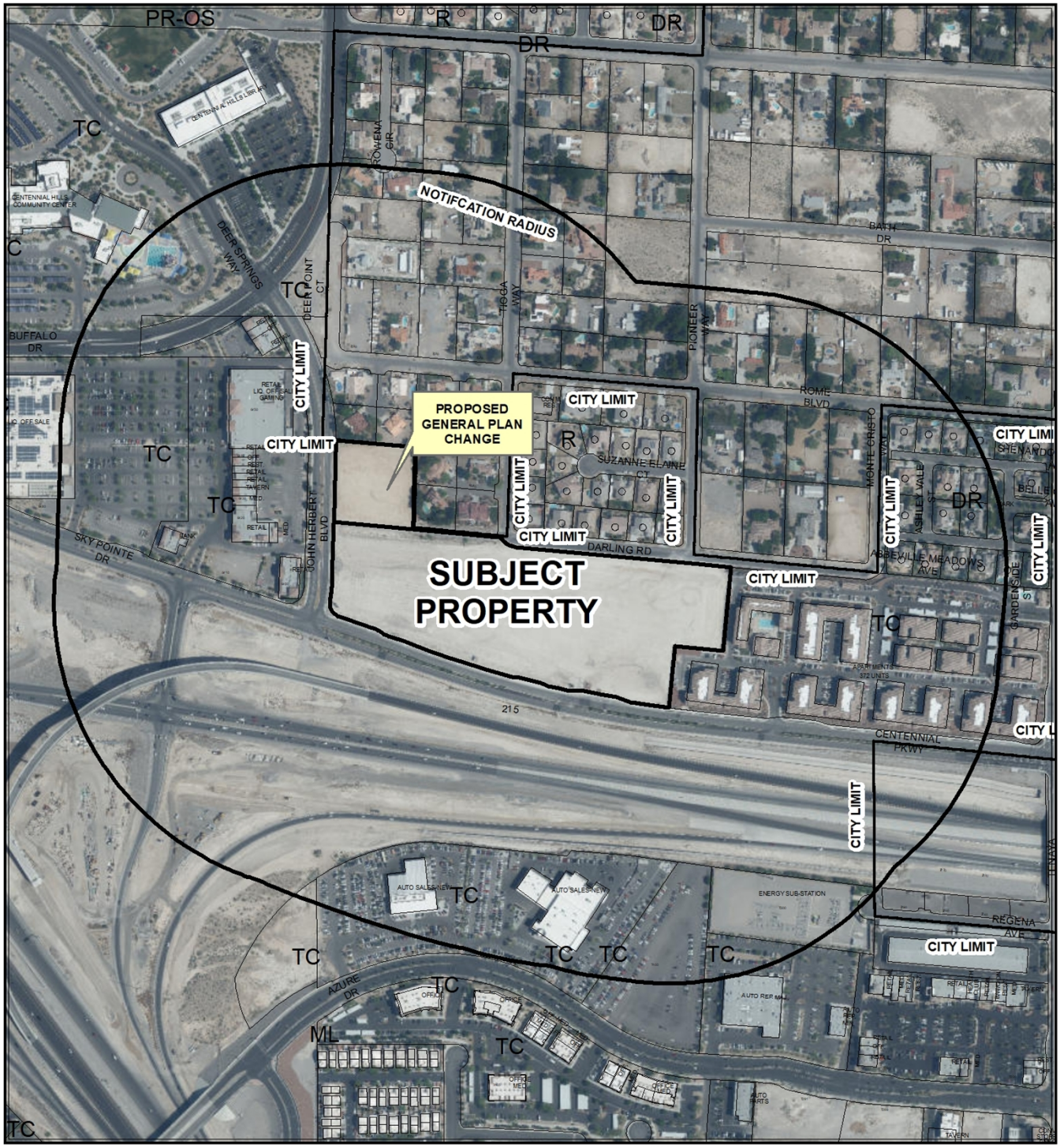
CASE: 21-0516-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: TC (TOWN CENTER)

N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City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BLUE MARBLE DEVELOPMENT, LLC - OWNER: SHIRON DEVELOPMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0516-GPA1	Staff recommends APPROVAL.	
21-0516-MOD1	Staff recommends APPROVAL.	21-0516-GPA1
21-0516-ZON1	Staff recommends APPROVAL.	21-0516-GPA1 21-0516-MOD1
21-0516-SDR1	Staff recommends APPROVAL, subject to conditions:	21-0516-GPA1 21-0516-MOD1 21-0516-ZON1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26 - 21-0516-MOD1
21 - 21-0516-GPA1, ZON1, SDR1

NOTICES MAILED 106 (By City Clerk)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

21-0516-SDR1 CONDITIONS

Planning

1. Approval of a General Plan Amendment (21-0516-GPA1), Rezoning (21-0516-ZON1) and Major Modification (21-0516-MOD1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and building elevations date stamped 11/16/21; and landscape plan date stamped 08/19/21, except as amended by conditions herein.

4. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow no trees within a portion of the Centennial Parkway Loop Road median, amenity zone and landscape setback areas where such is required.

5. Construction traffic shall not utilize adjacent residential streets including but not limited to Rome Boulevard, Monte Cristo Way, Pioneer Way, Darling Road, and Tioga Way.

6. Construction related vehicles, including personal vehicles shall not park within the adjacent residential neighborhood streets, including but not limited to Rome Boulevard, Monte Cristo Way, Pioneer Way, Suzanne Elaine Court, Darling Road, and Tioga Way.

7. 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.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

10. 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.
    - The applicant shall work with the neighboring residential properties to determine the best solution for the perimeter wall adjacent to those properties, including the vacated area (Darling Road) adjacent to 6575 and 6505 North Tioga Way.

11. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
    - The existing landscape buffer adjacent to the northern edge of Vue Phase's I and II, and Darling Road, shall be continued west, adjacent to Darling Road along the northern edge of Phase III. The new landscape buffer shall match the existing landscape buffer adjacent to Phase I and II. 36-inch box drought tolerant shade trees shall be planted every 20 feet on-center with 4, 5-gallon shrubs for every required tree.
    - Plant materials and patterns shall conform with the Town Center Development Standards Manual where applicable.
    - Outside of the Town Center Development Standards Manual requirements for landscaping, Palm Trees shall not be utilized.
    - Outside of the Town Center Development Standards Manual requirements for landscaping, trees shall consist of a minimum 36-inch box in size, and be drought tolerant shade trees.
    - Each townhome backyard area must contain and maintain a minimum of one, 36-inch box shade tree.

12. A Comprehensive Construction Staging Plan shall be submitted to the Department of Planning for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

15. All Town Center Development Standards shall be satisfied, except as amended herein.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Construct all incomplete half-street improvements (sidewalk) to meet Town Center Development Standards in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant Pedestrian Access Easements for all public sidewalk outside of existing public right-of-way, and as needed to maintain ADA/PROWAG compliance.

18. This site shall connect to the public sewer stub provided by the parcel to the east. If the sewer is to remain public, then the sewer shall be constructed to public standards with appropriate Public Sewer Easements to be privately maintained.

19. 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.

20. Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the NW Fiber Optic Communication Improvement project (MWA668) and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

21. Submit a License Agreement for landscaping and private improvements in the John Herbert public right-of-way 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).

22. An update to the previously approved Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings, whichever may occur first. Comply with the recommendations of the approved update to the Traffic Impact Analysis prior to occupancy of the site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

23. 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

The applicant is proposing to develop two parcels adjacent to the northeast corner of Centennial Parkway and John Herbert Boulevard with both Multi-Family units and Commercial space.

ISSUES

- A General Plan Amendment, Rezoning and Major Modification is requested for the 1.95-acre parcel adjacent to the east side of John Herbert Boulevard in order to incorporate the parcel into the Town Center Master Plan Area and the proposed development. Staff recommends approval of these actions.
- A Waiver of the Town Center Development Standards Manual to allow no trees within a portion of the Centennial Parkway Loop Road median, amenity zone and landscape setback areas where such are required is requested. Staff supports this request as the Kern River Gas Pipeline exists adjacent to the subject site which prohibits the planting of trees and is not a self-imposed hardship.

ANALYSIS

General Plan Amendment

The 1.95-acre parcel adjacent to the east side of John Herbert Boulevard (APN 125-22-401-009) is currently designated R (Rural Density Residential) which supports medium-large lot, single-family estates and ranches, typically in suburban or peripheral rural areas and allows a density up to 3.59 dwelling units per acre.

The applicant is proposing to amend this General Plan Designation to TC (Town Center). The City of Las Vegas adopted the Northwest Area General Plan Amendment that made provisions for a Town Center in 1996. This General Plan Amendment also established the requirement for an implementation plan now known as “The Town Center Development Standards Manual.” This manual provides detailed regulations, standards, conditions and programs on a more defined scale than a land use plan of a General Plan provides.

Development factors in the area indicate the subject site is no longer appropriate for residential and staff recommends approval of the proposed General Plan Amendment.

NE

Rezoning

In addition to the General Plan Amendment, the applicant is proposing to rezone the subject 1.95-acre parcel from U (Undeveloped) to T-C (Town Center). The Undeveloped zoning district functions as a temporary classification to be used until property is ready for development for a more intense, permanent use. This classification is intended to be used as a holding zone to prevent the premature, haphazard development of property.

Rezoning the subject site to T-C allows the subject site to be developed in accordance with the Town Center Development Standards Manual, and similar to the General Plan Amendment, staff finds the subject site is no longer suitable for residential development as development factors in the area indicate the need for the rezoning, and staff is recommending approval.

Major Amendment

If the aforementioned General Plan Amendment and Rezoning requests are approved, the subject 1.95-acres will need a Special Land Use Designation, or district, that will establish the applicable development standards within the Town Center Master Plan Area for the subject site. In this instance, the applicant is proposing the SX-TC (Suburban Mixed Use – Town Center) District in order to combine the subject 1.95-acre site with the adjacent 14.46 acres to the south and develop to those standards for the entire 16.41 acres.

The Suburban Mixed Use District can be characterized as being similar to the Service Commercial District that allows low to medium intensity retail, office or other commercial uses that are intended to serve primarily the Centennial Hills area with the addition of medium density residential being a permitted use. This district is intended to enable development with imaginative adjacency standards. Building and site designs which reflect a mixture of compatible land uses having either a vertical or horizontal character that maximize employment and housing opportunities.

Staff supports the proposed Major Modification and is recommending approval of the Major Modification as this will allow the overall development of a 16.41-acre infill piece of land that will seamlessly blend the existing commercial to the west, provide a medium density (townhome) residential buffer to the detached single-family homes to the north, and continue the higher density multi-family (apartment) use to the east.

Site Development Plan Review

The applicant is proposing to develop a multi-family development with commercial on the northeast corner of Centennial Parkway and John Herbert Boulevard. The proposed development consists of single-story retail structures, two-story townhomes, and four-story apartment buildings in the Suburban Mixed-Use (SX-TC) District of Town Center. The Medium Residential land use is a permitted use within the SX-TC District of Town center with an allowed density range of 12.1 – 25 dwelling units per acre. The applicant is proposing a density of 23.64 dwelling units per acre. The applicant is also proposing to amend the General Plan Designation, Rezone, and incorporate into the Town Center Master Plan a 1.95-acre parcel adjacent to the east side of John Herbert Boulevard in order to incorporate it into the overall development plan.

The proposed development consists of three, four-story multi-family (apartment) buildings adjacent to Centennial Parkway. These structures provide a total of 312 apartments ranging in size from 536 square feet to 1,075 square feet and consist of studio, one bedroom, and two bedroom units. The remaining 76 units are two and three bedroom townhomes with attached garages that have interior access. The townhomes range in size from 1,552 square feet to 1,946 square feet and have private backyards. The townhomes are situated along the northern property line to provide a buffer to the adjacent single-story neighborhoods to the north. Besides the attached parking garages provided for the townhomes, the site also offers 48 garages for rent, 304 covered parking spaces, 266 surface parking stalls and 16 handicap accessible parking stalls. All units, apartments and townhomes are for lease and not for sale.

Amenities for the proposed multi-family development include a pool with a 6,655 square-foot clubhouse, and multiple green spaces for recreating and exercising pets.

The commercial component of the proposed development is located adjacent to the northeast corner of Centennial Parkway and John Herbert Boulevard adjacent to the landscape buffer around the main parking area and consists of two single-story structures, each aligned with their respective street frontage, Centennial Parkway and John Herbert Boulevard. These two structures total 9,102 square feet and are designed to house a variety of local services such as nail salons, dry cleaners and sandwich shops. The third structure is north, adjacent to John Herbert Boulevard and is intended for a restaurant with drive through use. In accordance with the Town Center Development Standards Manual, the drive through lanes encompass only two sides of the building and are not adjacent to the right-of-way. In accordance with the Town Center Development Standards Manual the commercial is designed to emphasize safe pedestrian circulation and convenient parking. Opportunity presents itself with a planned hardscape area between the two buildings to provide an outdoor extension of any commercial business to activate pedestrian interest. There are no confirmed tenants for any of the retail space at the time of this report.

Within the Suburban Mixed-Use (SX-TC) District, areas adjacent to the Beltway/US 95 interchange, developments up to four stories are allowed, provided that any adjacent low-density residential uses, or land designated for such uses, are buffered from any three or four-story component by intervening structures that do meet the two-story height limit, and where a minimum setback of 100 feet is provided between the low-density uses and the three or four-story component, and where significant landscaping is provided within this buffer area so as to substantially mitigate any negative impact on the lower intensity use. The proposed site plan meets this standard as the proposed four-story multi-family structures are buffered by two-story townhomes and are setback more than 100 feet from the adjacent low-density residential uses to the north. In addition, staff has added a Condition of Approval to ensure the proposed development meets the 'significant landscape' buffer requirement for Darling Road.

For continuity, all structures, commercial and residential, are designed utilizing the same color and material palette. Building designs incorporate patterns and materials that create visual interest through the use of color and material changes, and varying façade expression lines. Building facades include balconies on the multi-family structure and arcades on the commercial buildings.

Perimeter landscaping complies with the Town Center Development Standards Manual with the exception of the Centennial Parkway frontage where the Kern River Gas Line easement prevents the planting of trees and shrubbery over five feet tall. The applicant is requesting a Waiver of the Town Center Development Standards Manual to allow no trees within a portion of the Centennial Parkway Loop Road median, amenity zone and landscape setback where such are required. Staff supports this Waiver as it is not a self-imposed hardship.

Staff finds the proposed development conforms to the development standards set forth by the Town Center Development Standards Manual for the Suburban Mixed-Use District and is recommending approval of the Site Development Plan Review with conditions.

FINDINGS (21-0516-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 density and intensity of the proposed TC (Town Center) Land Use Designation is compatible with the existing land use designations which includes Town Center to the west and south, and Rural Density Residential and Residential Low Density (Clark County) to the north.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The Town Center Land Use Designation supports the proposed T-C (Town Center) zoning district which is compatible with the existing adjacent zoning districts such as the similar T-C to the west and south, and Rural Estates Residential District (Clark County) to the north and east.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate transportation, recreation and utility facilities to accommodate the commercial uses and residential densities permitted by the proposed Town Center Land Use Designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment conforms to the City of Las Vegas 2050 Master Plan whose goals are to develop compact, mixed-use neighborhoods with walkable access to jobs, amenities, education, services, and transit; and to focus new development in infill and redevelopment areas.

FINDINGS (21-0519-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed T-C (Town Center) zoning district conforms to the proposed TC (Town Center) 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.**

   The mixture of commercial and residential uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts which also consist of residential and commercial land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the area indicate the need and appropriateness of the proposed rezoning as the subject site is no longer suitable for large lot single family homes.

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.**

   Both Centennial Parkway and John Herbert Boulevard are adequate in size to meet both the residential and commercial requirements of the proposed T-C zoning district.

FINDINGS (21-0516-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development provides two-story townhomes adjacent to the existing single story residential homes to the north in accordance with the Town Center Development Standards Manual and is compatible with adjacent development in the area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development conforms with the Town Center Development Standards Manual for the Suburban Mixed Use District.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Site access is provided by Centennial Parkway and John Herbert Boulevard. No access is provided through an adjacent residential neighborhood street. Site access and circulation will not negatively impact adjacent roadways or neighborhood traffic.

4. Building and landscape materials are appropriate for the area and for the City;

Building materials include stucco with aluminum and steel accents. Drought tolerant plant materials include Shoestring Acacia trees and Red Yucca accent shrubbery.

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;

Building elevations and design characteristics and consistent throughout the entire development and create an orderly environment that is compatible with development in the area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

If approved, the proposed development is subject to building permit review and regular inspections during construction to secure and protect the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/18/06	The City Council approved a General Plan Amendment (GPA-9146) to amend the Centennial Hills Sector Plan to allow four-story buildings within the SX-TC (Suburban Mixed Use – Town Center) special land use designation, under certain conditions. The Planning Commission recommended denial. Staff recommended approval.
	The City Council approved a Rezoning (ZON-9908) from U (Undeveloped) [TC (Town Center) General Plan designation to T-C (Town Center) on 20.12 acres at the northwest corner of Centennial Parkway and Monte Cristo Way. The Planning Commission and staff recommended approval.
	The City Council approved a Major Modification (MOD-9918) of the Town Center Development Standards to allow four stories in SX-TC (Suburban Mixed Use – Town Center) where two stories was the maximum height allowed, under certain conditions. The Planning Commission and staff recommended approval.
12/16/09	The City Council approved a Petition to Vacate (VAC-36135) existing public sewer and drainage easements generally located on the south side of Darling Road, approximately 600 feet west of Tenaya Way. The Order of Vacation was recorded 02/17/10.
07/09/13	The Planning Commission approved a Special Use Permit (SUP-49176) for proposed private streets for a 102-unit multi-family residential development on 5.11 acres at the northwest corner of Tenaya Way and Centennial Parkway. Staff recommended approval. The approval expired 07/09/15.
	The Planning Commission approved a Site Development Plan Review (SDR-49175) for a proposed 102-unit multi-family residential development [Phase 1] consisting of six, 35-foot tall, three-story buildings with a waiver to allow no structures acting as buffering to the residential uses to the north on 5.11 acres at the northwest corner of Tenaya Way and Centennial Parkway. Staff recommended approval.
01/18/15	Department of Planning staff approved a Minor Amendment (SDR-57245) of an approved Site Development Plan Review (SDR-49175) for a proposed 111-unit multi-family residential development [Phase 1] consisting of three, 35-foot tall, three-story buildings on a 5.11-acre portion of a 30.25-acre parcel at the northwest corner of Centennial Parkway and Tenaya Way.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/15/15	The City Council approved a Site Development Plan Review (SDR-58164) for a proposed 261-unit Multi-Family Residential development [Phase 2] consisting of six, 35-foot tall, three-story buildings and accessory clubhouse with a waiver to allow no single-story structures acting as a buffer to the single-family residential uses to the north on a 10.56-acre portion of a 30.25-acre parcel at the northwest corner of Centennial Parkway and Tenaya Way. The Planning Commission recommended denial. Staff recommended approval.
11/18/15	The City Council approved a request for a Waiver (WVR-60938) of Title 19.02 and the Town Center Development Standards Manual to defer half-street improvements (curb, gutter, sidewalk, streetlights, streetscape and amenities) adjacent to the site on Darling Road west of Monte Cristo Road in conjunction with an approved multi-family residential development on a 10.56-acre portion of a 30.25-acre parcel at the northwest corner of Centennial Parkway and Tenaya Way. The Planning Commission recommended approval; staff recommended denial.
06/12/18	The Planning Commission approved a request for a Waiver (WVR-73318) of the Town Center Development Standards Manual to allow two existing 96 square-foot monument and development entry statement signs where 75 feet is the maximum allowed for each on 30.25 acres at 7350 West Centennial Parkway. Staff recommended denial.
10/09/18	The Planning Commission approved a request for a Waiver (WVR-74320) of the Town Center Development Standards Manual to allow no trees within a portion of the Centennial Parkway Loop Road median, amenity zone and landscape setback where such are required on a 16.06-acre portion of a 30.25-acre parcel at the northwest corner of Centennial Parkway and Tenaya Way. Staff recommended approval.
	The Planning Commission approved a request for a Site Development Plan Review (SDR-74323) for a proposed 114-unit Multi-Family Residential Development consisting of three, 35-foot tall, three-story buildings on a 5.50-acre portion of a 30.25-acre parcel at the northwest corner of Centennial Parkway and Tenaya Way. Staff recommended approval.
01/17/19	The Department of Planning administratively approved a request for a Site Development Plan Review (SDR-75224) for an existing Multi-Family Residential Development on 30.25 acres at the northwest corner of Centennial Parkway and Tenaya Way.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/12/21	The Planning Commission approved a request to hold applications for a Major Modification (21-0516-MOD1), General Plan Amendment (21-0516-GPA1), Rezoning (21-0516-ZON1) and Site Development Plan Review (21-0516-SDR1) in abeyance until the November 9, 2021 Planning Commission meeting.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 16.41 acres at the northeast corner of Centennial Parkway and John Herbert Boulevard (APNs 125-22-401-009 and 016), U (Undeveloped) and T-C (Town Center) [SX-TC (Suburban Mixed-Use - Town Center)] Zones, Ward 6 (Fiore). • 21-0516-GPA1 - GENERAL PLAN AMENDMENT - FROM: R (RURAL DENSITY RESIDENTIAL) TO: TC (TOWN CENTER) ON 1.95 ACRES [APN 125-22-401-009] • 21-0516-ZON1 - REZONING - FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ON 1.95 ACRES [APN 125-22-401-009] • 21-0516-MOD1 - MAJOR MODIFICATION - TO AMEND THE CENTENNIAL HILLS TOWN CENTER LAND USE MAP TO ADD 1.95 ACRES [APN 125-22-401-009] AND DESIGNATE THE LAND SX-TC (SUBURBAN MIXED-USE- TOWN CENTER) • 21-0516-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 498,343 SQUARE-FOOT DEVELOPMENT CONSISTING OF TWO AND FOUR-STORY MULTI-FAMILY AND SINGLE-STORY RETAIL BUILDINGS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL

Most Recent Change of Ownership	
05/2008	A deed was recorded for a change in ownership for 125-22-401-016.
05/2017	A deed was recorded for a change in ownership for 125-22-401-009.

Related Building Permits/Business Licenses	
09/21/15	A building permit (#276167) was issued for Multi-Family Building 1 at 7350 West Centennial Parkway. A final inspection was approved 06/14/18.
	A building permit (#276168) was issued for Multi-Family Building 2 at 7350 West Centennial Parkway. A final inspection was approved 06/14/18.

Related Building Permits/Business Licenses	
11/02/16	A building permit (#276169) was issued for Multi-Family Building 3 at 7350 West Centennial Parkway. A final inspection was approved 06/14/18.
	A building permit (#276170) was issued for Multi-Family Recreation Building at 7350 West Centennial Parkway. The permit was finalized on 08/22/16.
11/02/16	A building permit (#310715) was issued for a clubhouse at 7350 West Centennial Parkway. A final inspection was approved 04/25/18.
	A building permit (#310716) was issued for Phase 2 Multi-Family Building 1 at 7350 West Centennial Parkway. The permit is currently active.
	A building permit (#310717) was issued for Phase 2 Multi-Family Building 2 at 7350 West Centennial Parkway. The permit is currently active.
	A building permit (#310718) was issued for Phase 2 Multi-Family Building 3 at 7350 West Centennial Parkway. A final inspection was approved 07/03/18.
11/02/16	A building permit (#310719) was issued for Phase 2 Multi-Family Building 4 at 7350 West Centennial Parkway. A final inspection was approved 07/24/18.
11/02/16	A building permit (#310720) was issued for Phase 2 Multi-Family Building 5 at 7350 West Centennial Parkway. A final inspection was approved 04/24/18.
	A building permit (#310721) was issued for Phase 2 Multi-Family Building 6 at 7350 West Centennial Parkway. A final inspection was approved 07/28/18.
07/02/18	A building permit (#C18-02783) was issued for two monument signs at 7350 West Centennial Parkway. A final inspection was approved 10/02/18.

Pre-Application Meeting	
08/16/21	Staff provided the applicant a submittal checklist for the applications requested for the proposed development.

Neighborhood Meeting	
09/22/21	Date: 09/22/21 Time: 5:30 p.m. Location: Centennial Hills Community Center / YMCA 6601 North Buffalo Drive, 89131 Attendees: One staff member from the Department of Planning; Three representatives for the Applicant; and approximately 34 Neighbors / Members of the Public. Meeting Results: The meeting began with the applicant's representative giving an introduction of the proposed development and the associated applications to the City. The representative then opened the floor to questions and concerns: • Questions were raised about the grading of the site, the site appears to be approximately 8 feet above neighboring properties, which will make the ultimate height of the development much taller than the proposed 55 feet. • A complaint was made that the existing landscaping (trees) behind phases I and II is now dead. • The neighbors do not trust the developer because of promises made and not fulfilled with phases I and II. Especially in regards to the landscaping, was supposed to be thick and lush and it is not. Neighbors accused developer of lying to them and do not trust anything they say. • The preference would be for the entire development to be two-stories and not four-stories, four-stories is "ugly." • Would prefer the townhomes be a "for sale" product and not rentals. • Will a traffic study be done? • Lighting from phases I and II flash into neighboring properties to the north.The existing apartment complex is loud and disruptive to the neighborhood. Most homes north of subject site have animals such as horses and this will intensify the noise pollution. • The neighboring residents want single-story garages along the northern property line similar to phase I and II to buffer their homes from the proposed development. • Proposed development is a "hodge podge" low budget development not compatible with the area.

Neighborhood Meeting	
09/22/21	• Proposed pool is too close to the neighborhoods to the north and it needs to be relocated. • The existing zoning was "rammed down their throats" even though objections were voiced, no one wanted phase I or II and they do not want phase III. Comments were made of how "Councilman Ross is no longer here and neither will the current seal if this is approved." • A Variance for taller walls was requested, 6-8 feet is not tall enough as demonstrated by Phase I and II. Developer promised the "Lamp Light" neighborhood to the north that their wall would be made taller, but the engineering disallowed it. Now the residents want a second, taller wall to ensure a wall sufficient in size is constructed to protect the neighboring single-family homes from the apartments. • How many of the apartments will have to be "Section 8?" • Neighbors want assurance that no construction traffic or construction workers parking in the residential neighborhoods is allowed. • Do not want a gas station where the commercial is proposed. • There appears to be no loading zone for the commercial portion of the development. Where will the delivery trucks park and load/unload? • The lighting associated with the commercial development will be intrusive to the residences to the north. Do not want overnight lighting. • The proposed restaurant with drive through will be open 24 hours and very disruptive to the neighborhood with lighting and a "squawk box." • The developer's representative took notes of all of the neighbor's concerns and indicated that they will be brought to the attention of the developer for follow-up. The representative also requested for everyone in attendance to "sign-in" with their email address so the representative can do follow-up and keep the neighbors posted of any delays and/or changes made to the proposed development, and the meeting was concluded at 6:30 p.m. Planning staff remained behind to answer zoning questions the neighbors had and everyone had left by 7:00 p.m.

Field Check	
09/08/21	Staff performed a routine field check to observe the existing conditions of the subject site, including existing improvements such as sidewalk, curb and gutter.

Details of Application Request	
Site Area	
Gross Acres	16.41

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	R (Rural Density Residential)	U (Undeveloped)
		TC (Town Center)	T-C (Town Center)
North	Single Family, Detached	RL (Residential Low) Clark County	R-E (Rural Estates Residential District) Clark County
		R (Rural Density Residential)	R-PD2 (Residential Planned Development – 2 Units Per Acre)
South	Centennial Parkway	ROW (Right-of-Way)	ROW (Right-of-Way)
	CC 215		
East	Single Family, Detached		
	Multi-Family	TC (Town Center)	T-C (Town Center)
West	Shopping Center	TC (Town Center)	T-C (Town Center)

NE

Master and Neighborhood Plan Areas	***Compliance***
Town Center	Y
Special Area and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Northwest Open Space Plan	Y
Trails - Town Center Loop Trail adjacent to Centennial Parkway	Y*
Trails – Town Center Primary Arterial Trail adjacent to John Herbert Boulevard	Y*
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

**The hardscapes are installed, sidewalk, curb and gutter adjacent to Centennial Parkway and the southern portion of John Herbert Way. The landscaping will need to be installed, and staff has added a Condition of Approval for the remaining half-street improvements adjacent to John Herbert Boulevard to be completed.*

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards and Title 19, the following standards apply for the SX-TC District:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Max. Number of Residential Units	410	388	Y
Max. Density	25.00 du/ac	23.64 du/ac	Y
Min. Setbacks			
• Front (John Herbert Boulevard)	15 Feet	15 Feet	Y
• Side (Darling Road)	10 Feet	15 Feet	Y
• Corner Side (Centennial Pkwy)	15 Feet	19 Feet	Y
• Rear	20 Feet	20 Feet	Y
Max. Building Height	4 Stories	4 Stories	Y*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened		

**Parcels with an aggregate acreage of 25 acres or more, contiguous and not separated by a roadway, developments up to four stories are allowed, provided that any adjacent low-density residential uses, or land designated for such uses, are buffered from any three or four-story component by intervening structures that do meet the two-story height limit, and where a minimum setback of 100 feet is provided between the low-density uses and the three or four-story component.*

NE

APN 125-22-401-009 (1.95 acres or 84,942 square feet)

Existing Zoning	***Permitted Density***	***Units Allowed***
U (Undeveloped)	20,000 SF Lots	4
Proposed Zoning	***Permitted Density***	***Units Allowed***
T-C (Town Center) [SX-TC]	12.1 to 25 du/ac	23 to 48
Existing General Plan	***Permitted Density***	***Units Allowed***
R (Rural Density Residential)	3.59 du/ac	7
Proposed General Plan	***Permitted Density***	***Units Allowed***
TC (Town Center) [SX-TC]	12.1 to 25 du/ac	23-48

Pursuant to the Town Center Development Standards Manual the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Total Perimeter Trees		113 Trees	113 Trees	Y*
Total Interior Trees			77	
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	112 Trees	112 Trees	Y
Landscape Buffer Widths				
Min. Zone Width				
• North	15 Feet**		15 Feet	Y
• South	15 Feet**		15 Feet	Y
• East	0 Feet		0 Feet	Y
• West	15 Feet**		15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		By Condition	

**This total does not include the required trees adjacent to Darling Road. A Condition of Approval has been added to ensure the necessary trees are planted within the Darling Road Landscape Buffer. This total accounts for the Town Center Special Street Planting Patterns with the exception of the portion of the landscaping over the Kern River Gas Line where trees are prohibited.*

***Per the Town Center Development Standards Manual development located in the SC-TC, GC-TC, SX-TC, and EC-TC districts, a 15-foot wide amenity zone, in addition to the width of any detached or attached sidewalk, shall be provided between the right-of-way and the proposed use.*

NE

Open Space – Town Center					
Total Site Acreage	***Required***		***Provided***		***Compliance***
	Percent	***Area***	***Percent***	***Area***	
714,820 SF	20%	142,964 SF	29%	205,541 SF	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Centennial Parkway	Town Center Loop	Town Center Development Standards Manual	93	Y*
John Herbert Boulevard	Town Center Parkway Arterial	Town Center Development Standards Manual	98	Y**

**Curb, gutter and sidewalk is installed, the landscaping will need to be installed as part of this development.*
***Curb, gutter and sidewalk is partially installed, the remaining curb, gutter and sidewalk will be required as part of this development including all landscape materials.*

Department of Public Works Traffic Study

Proposed development with 388 Multi-Family units and 11.2 thousand square feet of Retail.				
Proposed Use				
Average Daily Traffic (ADT)	MULTI-FAMILY HOUSING (MID-RISE) [DU]	312	5.44	1,697
AM Peak Hour			0.36	112
PM Peak Hour			0.44	137
Average Daily Traffic (ADT)	MULTI-FAMILY HOUSING (LOW-RISE) [DU]	76	7.32	556
AM Peak Hour			0.46	35
PM Peak Hour			0.56	42
Average Daily Traffic (ADT)	FAST FOOD WITH DRIVE THRU [1000 SF]	2.100	470.95	989
AM Peak Hour			40.19	84
PM Peak Hour			32.67	69
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	9.100	37.75	344
AM Peak Hour			0.94	9
PM Peak Hour			3.81	35

NE

Proposed development with 388 Multi-Family units and 11.2 thousand square feet of Retail.			
Proposed Use			
Average Daily Traffic (ADT)	TOTAL		3,586
AM Peak Hour			240
PM Peak Hour			283
Existing Traffic on Nearby Streets			
Centennial Parkway			
Average Daily Traffic (ADT)			8,334
PM Peak Hour (Heaviest 60 Minutes)			667
John Herbert Boulevard			
Average Daily Traffic (ADT)			6,486
PM Peak Hour (heaviest 60 minutes)			519
Traffic Capacity of Adjacent Streets:			
Adjacent Street ADT Capacity			
Centennial Parkway			35,490
John Herbert Boulevard			17,199
Summary			
This project will add approximately 3,586 trips per day on Centennial Parkway and John Herbert Boulevard. Currently, Centennial Parkway is at about 23 percent of capacity and John Herbert Boulevard is at about 38 percent of capacity. With this project, Centennial Parkway is expected to be at about 34 percent of capacity and John Herbert Boulevard to be at about 59 percent of capacity.			
Based on Peak Hour use, this development will add into the area roughly 283 additional cars, or about one every five minutes.			

Streetscape Standards	***Required***	***Provided***	***Compliance***
Town Center Parkway Arterial (John Herbert Boulevard)	5’ sidewalk 2’6” amenity zone Trees shall be installed 35 feet on-center in an alternating pattern consisting of one shade tree and two palm trees with decomposed granite, Mojave Gold, to cover the ground plane. In addition, ground cover consisting of a minimum of one third, five 5-gallon plant material shall be planted to reach 75 percent coverage within three years.	Not Indicated	By Condition
Loop Road (Centennial Parkway) – Special Design*	5’-10’ sidewalk	10’ sidewalk	Y
	5’ amenity zone: 25’ BTH Mexican Fan Palms every 35’ on center; concrete hardscape areas every 3 palm trees [match existing conditions]	5’ amenity zone: 5-gallon accent shrubs [match existing conditions]	N**
	15’ landscape setback: 12’-25’ BTH Mexican Fan Palms in clusters of 2 or 3 to alternate with palms in amenity zone [match existing conditions]	15’ landscape setback: Deciduous Chinese Pistache trees with accompanying shrubs [match existing conditions]	N**
	15’ median: 20’ BTH Mexican Fan palms at 35 feet on center with groundcover [match existing conditions]	15’ median: 5-gallon accent shrubs [match existing conditions]	N**

**This design, which incorporated the Beltway Trail with a 10-foot sidewalk and 5-foot amenity zone, was established and approved through Civil Improvement Plans (#107Y4961).*
***A Waiver of the Town Center Development Standards Manual Loop Road streetscape standards is requested to allow no trees within the amenity zone, median and a portion of the landscape setback area where required due to the Kern River Gas Pipeline exists adjacent to the subject site which prohibits the planting of trees and is not a self-imposed hardship.*

NE

Pursuant to Title 19.08, 19.12 and 19.18 the following parking standards apply:

Parking Requirement							
Use	***Required***				***Provided***		***Compliance***
	Parking Ratio			*Parking*	*Parking*		
					Regular	Handi-capped	
	Weekdays						
	Mid - 7am	7am – 6pm	6pm – Mid				
Residential	100%	55%	85%				
	615	339	523				
Retail & Personal Services	0%	100%	80%				
	0	52	42				
Restaurant	50%	70%	100%				
	22	30	43				
Total	**637**	**421**	**608**	**637**			
	Weekends						
	Mid - 7am	7am – 6pm	6pm – Mid				
Residential	100%	65%	75%				
	615	400	462				
Retail & Personal Services	0%	100%	60%				
	0	52	39				
Restaurant	45%	70%	100%				
	20	30	43				
Total	**635**	**482**	**544**	**635**			
TOTAL SPACES REQUIRED				**637**			
Regular and Handicap Spaces					**694**	**16**	**Y**

Parking is calculated by applying the general land use category listed above to each proposed use, utilize the percentages to calculate the number of parking spaces required for each time period (six time periods per use). Add the number of spaces required for all applicable land uses to obtain a total parking requirement for each time period. The time period with the highest total parking requirement is selected and utilized as the mixed-use parking requirement.

Use	***Gross Floor Area or Number of Units***	***Parking Ratio***	***Required***
Studio & One Bedroom Units	150 Units	1:1.25	120
Two Bedroom Units	184 Units	1:1.75	322
Three bedroom Units	54 Units	1:2.00	108
Guest Parking	388 Units	1:6	65
General Retail Store, Other Than Listed	9,102 SF	1:175 SF	52
Restaurant	2,155 SF	1:50 SF	43

Townhome units contain an attached two-garage with interior access.

NE

Clark County School District (CCSD)

Proposed 76 Single-Family Lots (Townhomes) and 312 Multi-Family Units:			
Student Yield	**Elementary School**	**Middle School**	**High School**
76 Single Family Lots (Townhomes)	76 x 0.166 = 13	76 x 0.093 = 7	76 x 0.131 = 10
312 Multi-Family Units	312 x 0.139 = 43	312 x 0.065 = 20	312 x 0.074 = 23
Total Additional Students	**56**	**27**	**33**

(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.

Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
Rhodes Elementary School	7350 Teal Wood Street	Kindergarten – 5th Grade	546 Students	593 Students	03/01/2021
Cadwallader Middle School School	7775 Elkhorn Road	6th – 8th Grade	1,564 Students	1,414 Students	03/01/2021
Arbor View High School	7500 Whispering Sands Drive	9th - 12th Grade	2,524 Students	3,229 Students	03/01/2021

Rhodes Elementary School and Arbor View High School were over capacity for the 2020-2021 school year. Rhodes Elementary School was at 108.61% and Arbor View High School was at 127.93% of program capacity.

Waivers		
Requirement	***Request***	***Staff Recommendation***
Trees are required within the Centennial Parkway Loop Road median, amenity zone and landscape setback areas.	To allow no trees within a portion of the Centennial Parkway Loop Road median, amenity zone and landscape setback areas due to the Kern River Gas Pipeline.	Approval

NE

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, ZON, SDR, WOS

Project Address (Location) Centennial and John Herbert

Project Name Vue Phase 3 **Proposed Use** Mixed Use

Assessor's Parcel #(s) 125-22-401-009 and 125-22-401-016 **Ward #** 6

General Plan: Existing TC and Rural Proposed Medium **Zoning:** Existing TC and U(R) Proposed TC and R-3

Additional Information To allow a mixed use project which would consist of multi-family and retail

Property Owner Shiron Development, LLC Contact Shiron Development, LLC
Address 4322 West Cheyenne Ave City NLV State NV Zip 89032
E-mail dwaitt@bluemarbledev.com Phone

Applicant Shiron Development, LLC Contact Shiron Development, LLC
Address 4322 West Cheyenne Ave City NLV State LV Zip 89032
E-mail dwaitt@bluemarbledev.com Phone

Representative Kaempfer Crowell Contact Bob Gronauer
Address 1980 Festival Plaza Drive, Suite 650 City LV State NV Zip 89135
E-mail rgronauer@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 [signature]
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Deirdre Waitt

Subscribed and sworn before me
This 18TH day of AUGUST, 20 21

[signature]
Notary Public in and for said County and State

DAVID EDWARD MCMANUS
Notary Public - California
Los Angeles County
Commission # 2313653
My Comm. Expires Dec 22, 2023

21-0516
08/19/2021



1 **AREA SITE PLAN**
1" = 80'-0"

21-0516
11/16/2021

VUE APTS - SITE PLAN
7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-1.0
10/19/2021



PROJECT SUMMARY

THIS PROJECT CONSISTS OF SITE DEVELOPMENT FOR 3 MULTI-FAMILY BUILDINGS (4 STORY, 104 UNITS), TOWNHOMES (2 STORY, 76 UNITS), RETAIL BUILDINGS, RESTAURANT, CLUBHOUSE, SITE AMENITIES.

SITE SUMMARY

DESCRIPTION	INFORMATION / REQUIREMENT	COMPLIANCE
APN	125224010161 /125224010009	
ADDRESS	7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131	
JURISDICTION	CITY OF LAS VEGAS, NEVADA	
ZONING CLASSIFICATION	TOWN CENTER DISTRICT (T-C) / UNDEVELOPED RURAL (2.1 TO 3.5 UNITS PER ACRE) (UR))	
PLANNED LAND USE	SUBURBAN MIXED-USE (SX-TC)	
SITE AREA	16.38 ACRES / 713,513 S.F.	
# OF PARKING STALLS REQUIRED	700	Y
SIZE OF PARKING STALLS REQUIRED	9X18 FT	Y
MAX BUILDING HEIGHT	4 STORY	Y
FIRE ACCESS REQUIRED	24 FT FIRE APPARATUS ROAD WIDTH	Y
FRONT SETBACK	15 FT	Y
SIDE SETBACK	10 FT	Y
REAR SETBACK	20 FT	Y

ACTUAL BUILDING AREA (GROSS)

BUILDING	AREA
6 UNIT TOWNHOUSE	47,021 SF
6 UNIT TOWNHOUSE - NO BALCONY	19,005 SF
8 UNIT TOWNHOUSE	3,801 SF
8 UNIT TOWNHOUSE - NO BALCONY	3,801 SF
CLUBHOUSE	6,600 SF
MF APARTMENTS	144,440 SF
RESTAURANT	2,119 SF
RETAIL	9,089 SF
TOTAL AREA:	235,876 SF

PARKING PROVIDED

TYPE	COUNT
9' X 18' - 90°	405
9' x 18' - 90° (COVERED)	159
ACCESSIBLE	16
GARAGE FOR RENT	48
PRIVATE GARAGE	82
TOTAL:	710

VICINITY MAP



1 SITE PLAN

1" = 60'-0"

0 60' 120' 180' 240'

N

LEGEND

1. 4 STORY, 104 UNITS APARTMENT BUILDING WITH 16 GARAGES FOR RENT (111,713 SF GROSS AREA)
2. 2BDRM WITH DEN AND 3BDRM / 2 BATH 6 UNITS' TOWNHOMES 2 STORY WITH PRIVATE GARAGE AND PATIO
3. 2BDRM WITH DEN AND 3BDRM / 2 BATH 8 UNITS' TOWNHOMES 2 STORY WITH PRIVATE GARAGE AND PATIO
4. 1 - STORY 6,636 SF CLUBHOUSE
5. 1 - STORY RETAIL BUILDINGS (9,102 SF)
6. 1 - STORY RESTAURANT BUILDING (2,155 SF)
7. MIXED USE LOT 1 (16.38 ACRES): 400 UNITS; DENSITY 24.40 DU/AC. PARKING REQUIRED - 700, PARKING PROVIDED - 710.
7. POOL AREA
8. POOL STORAGE/ RESTROOMS
9. PATIO FIRE-PIT AREA
10. BBQ AREA
11. KIDS PLAYGROUND
12. DOG PARK
13. PICKLEBALL COURT

PARKING REQUIRED

USE	QUANTITY	REQUIREMENT	SPACES
STUDIO	24	1.25 PER UNIT	30
1 BDRM UNIT	126	1.25 PER UNIT	158
2 BDRM UNIT	162	1.75 PER UNIT	284
2 BDRM TOWNHOMES	22	1.75 PER UNIT	39
3 BDRM TOWNHOMES	54	2.00 PER UNIT	108
VISITOR PARKING	388	1 PER 6 UNITS	65
TOTAL RESIDENTIAL	388		684
RESTAURANT	2100	PER 50 SF PUBLIC SEATING + 1 PER 200 SF PER REMAINING AREA	32
RETAIL	9100 SF	1 PER 175 SF	52
TOTAL COMMERCIAL:	112000		84

MIXED - USE PARKING ANALYSIS

General Land Use Classification	Gross Floor Area or Number of Units	Mid - 7am	Required Parking	7 am- 6pm	Required Parking	6pm - Mid	Required Parking
WEEKDAYS							
RETAIL	9100 SF	0%	0	100%	52	80%	42
RESTAURANT	2100 SF	50%	16	70%	22	100%	32
RESIDENTIAL	388	100%	684	55%	376	85%	581
TOTAL:			700		450		655
WEEKENDS							
RETAIL	9100 SF	0%	0	100%	52	60%	31
RESTAURANT	2100 SF	45%	14	70%	22	100%	32
RESIDENTIAL	388	100%	684	65%	445	75%	513
TOTAL:			698		519		576

UNIT MATRIX

TYPE	GROSS AREA	COUNT
STUDIO / 1BATH	536 SF	24 | 6%
1BDRM / 1BATH	628 SF	108 | 28%
1BDRM +DEN / 1BATH	771 SF	18 | 5%
2BDRM / 2BATH	929 SF	129 | 33%
2BDRM +DEN / 2BATH	1075 SF	33 | 8%
2BDRM / 2BATH TOWNHOMES	2049 SF	14 | 3%
3BDRM / 2BATH TOWNHOMES	2049 SF	30 | 8%
2BDRM / 2BATH TOWNHOMES - NO BALCONY	2109 SF	10 | 3%
3BDRM / 2BATH TOWNHOMES - NO BALCONY	2109 SF	22 | 6%
TOTAL:		388

COLOR LEGEND

- 2-3 BED TOWNHOMES
- APARTMENTS
- CIRCULATION
- CLUBHOUSE
- PARKING GARAGE
- RESTAURANT
- RETAIL
- UTILITY

OPEN SPACE CALCULATION

20% MINIMUM REQUIRED

TOTAL PROPERTY AREA = 714,016 SF = 100%

TOTAL OPEN SPACE = 205,541 SF = 28% > 20% MIN. REQ.

21-0516
11/16/2021

VUE APTS - SITE PLAN

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

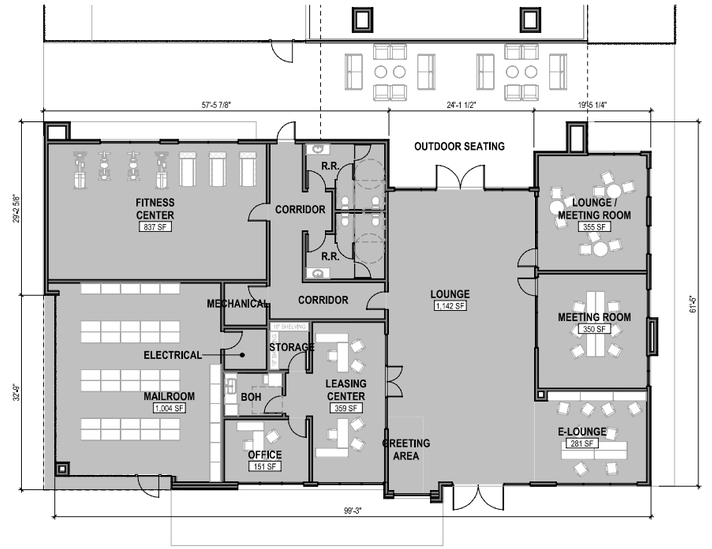
DR-1.1

10/19/2021



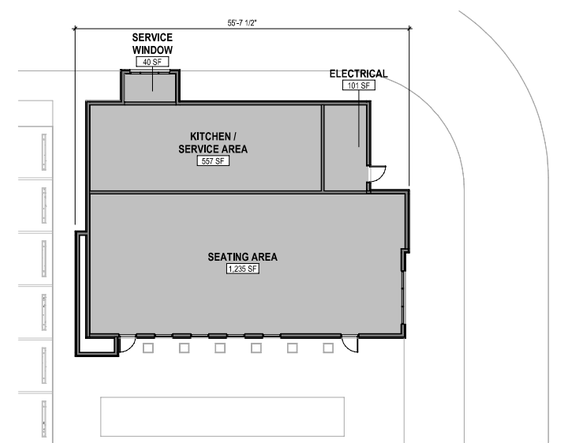
FLOOR PLAN - RETAIL

3/32" = 1'-0"



FLOOR PLAN - CLUB HOUSE

3/32" = 1'-0"



FLOOR PLAN - RESTAURANT

3/32" = 1'-0"

21-0516
11/16/2021

VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-2.1

10/12/2021



2 FLOOR PLAN - LEVEL 2
1/16" = 1'-0"



1 FLOOR PLAN - LEVEL 1
1/16" = 1'-0"

21-0516
11/16/2021

UNIT SCHEDULE

UNIT TYPE	COUNT	UNIT AREA (NET)
LEVEL 1		
1 BDRM	6	628 SF
2 BDRM	10	934 SF
2 BDRM + DEN	2	1,074 SF
STUDIO	2	542 SF
	20	
LEVEL 2		
1 BDRM	10	628 SF
1 BDRM + DEN	2	771 SF
2 BDRM	11	929 SF
2 BDRM + DEN	3	1,074 SF
STUDIO	2	542 SF
	28	
LEVEL 3		
1 BDRM	10	628 SF
1 BDRM + DEN	2	771 SF
2 BDRM	11	929 SF
2 BDRM + DEN	3	1,074 SF
STUDIO	2	542 SF
	28	
LEVEL 4		
1 BDRM	10	628 SF
1 BDRM + DEN	2	771 SF
2 BDRM	11	929 SF
2 BDRM + DEN	3	1,074 SF
STUDIO	2	542 SF
	28	
TOTAL UNITS:	104	

BUILDING AREA (NET)

ROOM NAME	AREA (NET)
LEVEL 1	
1 BDRM	3,766 SF
2 BDRM	9,343 SF
2 BDRM + DEN	2,155 SF
CORRIDOR	3,616 SF
GARAGE	5,191 SF
STUDIO	1,084 SF
UTILITY	710 SF
	25,865 SF
LEVEL 2	
1 BDRM	6,288 SF
1 BDRM + DEN	1,548 SF
2 BDRM	10,272 SF
2 BDRM + DEN	3,230 SF
CORRIDOR	3,349 SF
STUDIO	1,084 SF
	25,771 SF
LEVEL 3	
1 BDRM	6,288 SF
1 BDRM + DEN	1,548 SF
2 BDRM	10,272 SF
2 BDRM + DEN	3,230 SF
CORRIDOR	3,342 SF
STUDIO	1,084 SF
	25,765 SF
LEVEL 4	
1 BDRM	6,288 SF
1 BDRM + DEN	1,548 SF
2 BDRM	10,272 SF
2 BDRM + DEN	3,230 SF
CORRIDOR	3,346 SF
STUDIO	1,084 SF
	25,769 SF
TOTAL :	103,170 SF

0 16' 32' 48' 64'

VUE APARTMENTS AT CENTENNIAL PHASE III - APARTMENT BUILDING

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE | DR-2.2 | 10/12/2021



2 FLOOR PLAN - LEVEL 4
1/16" = 1'-0"



COLOR LEGEND

- 1 BDRM
- 1 BDRM + DEN
- 2 BDRM
- 2 BDRM + DEN
- CORRIDOR
- GARAGE
- STUDIO
- UTILITY

1 FLOOR PLAN - LEVEL 3
1/16" = 1'-0"

21-0516
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UNIT SCHEDULE

UNIT TYPE	COUNT	UNIT AREA (NET)
LEVEL 1		
1 BDRM	6	628 SF
2 BDRM	10	934 SF
2 BDRM + DEN	2	1,074 SF
STUDIO	2	542 SF
	20	
LEVEL 2		
1 BDRM	10	628 SF
1 BDRM + DEN	2	771 SF
2 BDRM	11	929 SF
2 BDRM + DEN	3	1,074 SF
STUDIO	2	542 SF
	28	
LEVEL 3		
1 BDRM	10	628 SF
1 BDRM + DEN	2	771 SF
2 BDRM	11	929 SF
2 BDRM + DEN	3	1,074 SF
STUDIO	2	542 SF
	28	
LEVEL 4		
1 BDRM	10	628 SF
1 BDRM + DEN	2	771 SF
2 BDRM	11	929 SF
2 BDRM + DEN	3	1,074 SF
STUDIO	2	542 SF
	28	
TOTAL UNITS:	104	

BUILDING AREA (NET)

ROOM NAME	AREA (NET)
LEVEL 1	
1 BDRM	3,766 SF
2 BDRM	9,343 SF
2 BDRM + DEN	2,155 SF
CORRIDOR	3,616 SF
GARAGE	5,191 SF
STUDIO	1,084 SF
UTILITY	710 SF
	25,865 SF
LEVEL 2	
1 BDRM	6,288 SF
1 BDRM + DEN	1,548 SF
2 BDRM	10,272 SF
2 BDRM + DEN	3,230 SF
CORRIDOR	3,349 SF
STUDIO	1,084 SF
	25,771 SF
LEVEL 3	
1 BDRM	6,288 SF
1 BDRM + DEN	1,548 SF
2 BDRM	10,272 SF
2 BDRM + DEN	3,230 SF
CORRIDOR	3,342 SF
STUDIO	1,084 SF
	25,765 SF
LEVEL 4	
1 BDRM	6,288 SF
1 BDRM + DEN	1,548 SF
2 BDRM	10,272 SF
2 BDRM + DEN	3,230 SF
CORRIDOR	3,346 SF
STUDIO	1,084 SF
	25,769 SF
TOTAL :	103,170 SF

0 16' 32' 48' 64'

VUE APARTMENTS AT CENTENNIAL PHASE III - APARTMENT BUILDING

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-2.3
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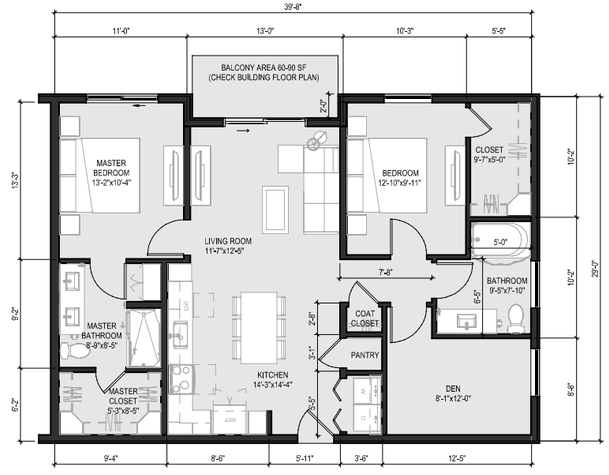
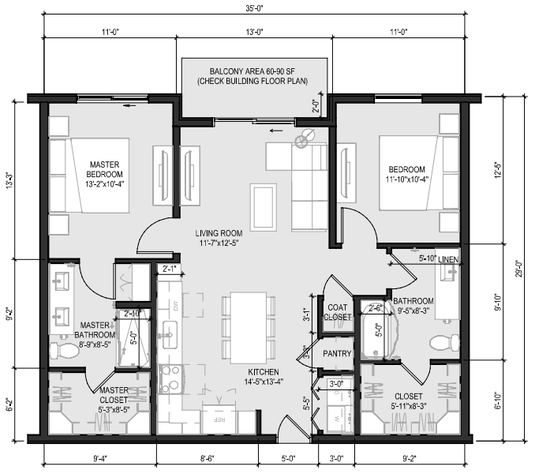
B TYPE UNITS



2BDRM W/ DEN (1070 SF Net / 1248 SF Gross*)

3/16" = 1'-0"



2BDRM (932 SF Net / 1005 SF Gross*)

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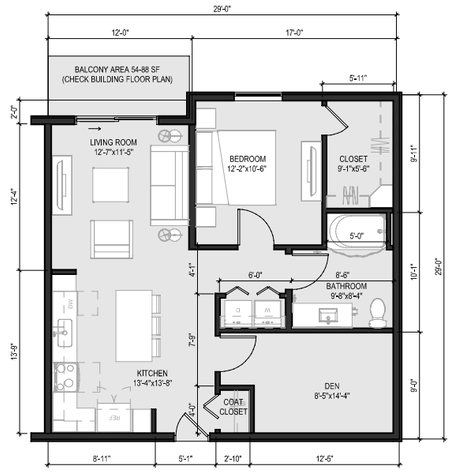
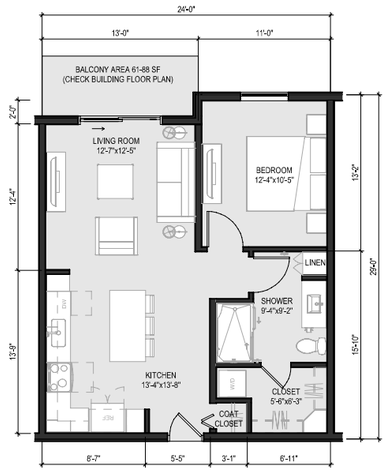


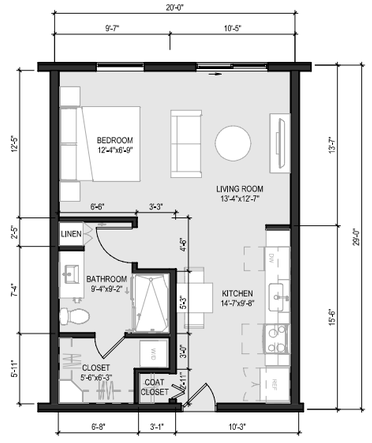
1BDRM W/ DEN (771 SF Net / 842 SF Gross*)

3/16" = 1'-0"



1BDRM (630 SF Net / 681 SF Gross*)

3/16" = 1'-0"



STUDIO (539 SF Net / 588 SF Gross*)

3/16" = 1'-0"

21-0516
11/16/2021

0 8' 16' 24' 32'

VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

* Net unit area calculated from interior finish of perimeter walls;
Gross area calculated from gridlines of demising walls, exterior face of exterior wall and corridor finish side of corridor wall.

designcell ARCHITECTURE

DR-2.5
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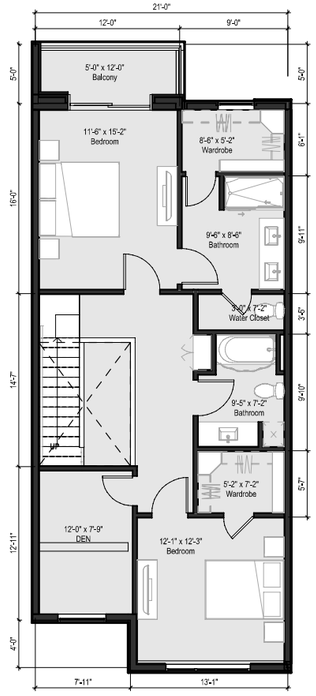
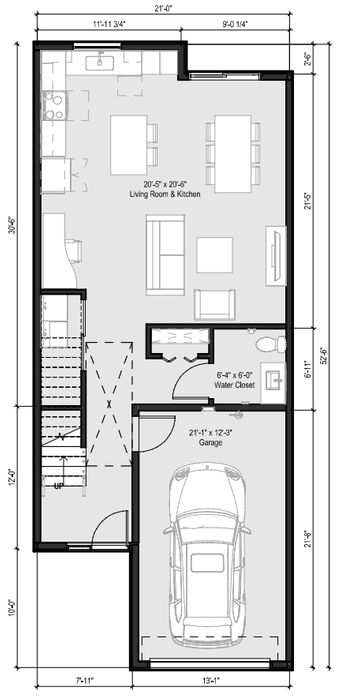
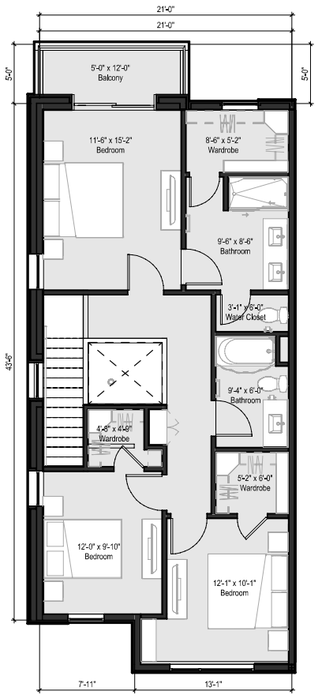


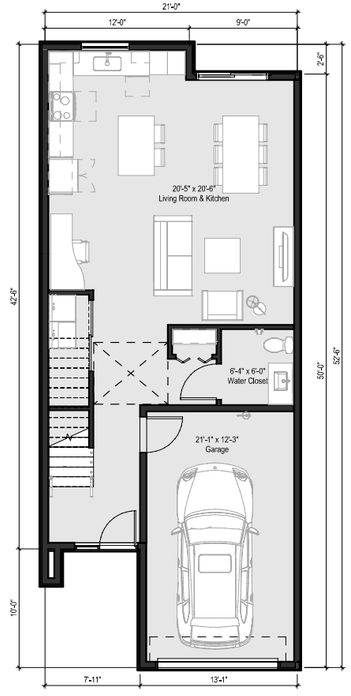
2BDRM+DEN TOWNHOME
(826 SF Net / 1012 SF Gross*) UPPER LEVEL
3/16" = 1'-0"



2BDRM+DEN TOWNHOME
(683 SF Net / 1037 SF Gross*) LOWER LEVEL
3/16" = 1'-0"



3BDRM TOWNHOME
(835 SF Net / 1044 SF Gross*) UPPER LEVEL
3/16" = 1'-0"



3BDRM TOWNHOME
(683 SF Net / 1046 SF Gross*) LOWER LEVEL
3/16" = 1'-0"

21-0516
11/16/2021

0 8' 16' 24' 32'

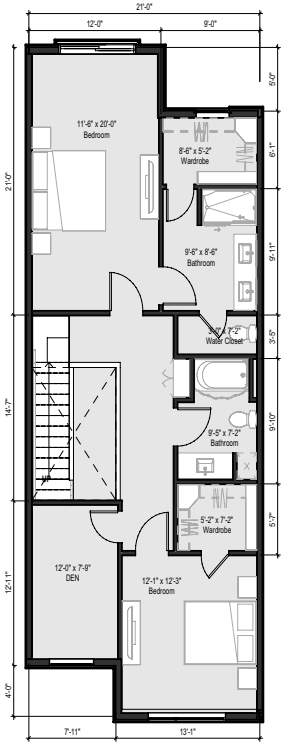
VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

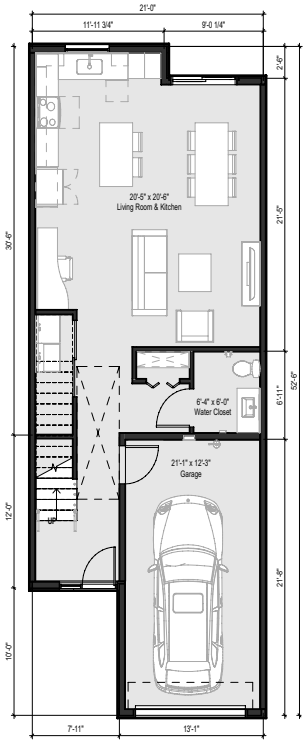
* Net unit area calculated from interior finish of perimeter walls;
Gross area calculated from gridlines of demising walls, exterior face of exterior wall and corridor finish side of corridor wall.

designcell ARCHITECTURE

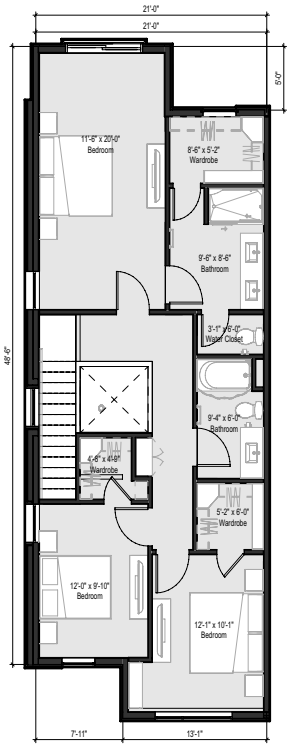
DR-3.4
10/12/2021



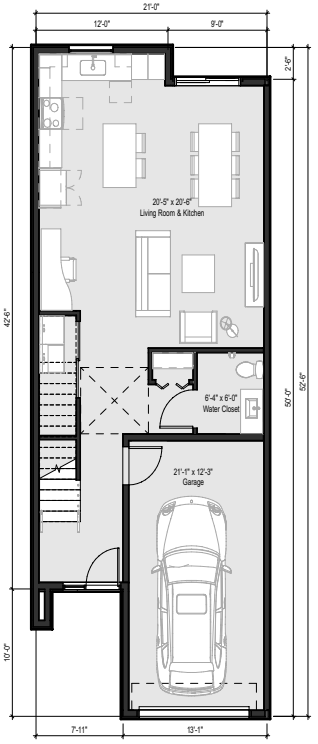
2BDRM+DEN TOWNHOME
(886 SF Net / 1072 SF Gross*) UPPER LEVEL
3/16" = 1'-0"



2BDRM+DEN TOWNHOME
(683 SF Net / 1037 SF Gross*) LOWER LEVEL
3/16" = 1'-0"



3BDRM TOWNHOME
(895 SF Net / 1104 SF Gross*) UPPER LEVEL
3/16" = 1'-0"



3BDRM TOWNHOME
(683 SF Net / 1046 SF Gross*) LOWER LEVEL
3/16" = 1'-0"

21-0516
11/16/2021

VUE APARTMENTS AT CENTENNIAL PHASE III - TOWNHOMES ELEVATION - NO BALCONY

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-2.7A
11/02/2021

EXTERIOR FINISH LEGEND		
SYMBOL	ID	DESCRIPTION
	PT1	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9165, GOSSAMER VEIL
	PT2	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7044, AMAZING GRAY
	PT3	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7068, GRIZZLE GRAY
	PT4	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9132, ACACIA HAZE
	W1	WINDOWS & SLIDING DOORS - TAN



APARTMENT BUILDING - NORTH ELEVATION

3/32" = 1'-0"



APARTMENT BUILDING - EAST ELEVATION

3/32" = 1'-0"

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11/16/2021

0 20' 40' 60' 80'

VUE APARTMENTS AT CENTENNIAL PHASE III - APARTMENT BUILDING

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-3.1

10/12/2021

EXTERIOR FINISH LEGEND		
SYMBOL	ID	DESCRIPTION
	PT1	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9165, GOSSAMER VEIL
	PT2	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7044, AMAZING GRAY
	PT3	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7068, GRIZZLE GRAY
	PT4	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9132, ACACIA HAZE
	W1	WINDOWS & SLIDING DOORS - TAN



APARTMENT BUILDING - SOUTH ELEVATION

3/32" = 1'-0"



APARTMENT BUILDING - WEST ELEVATION

3/32" = 1'-0"

0 20' 40' 60' 80'

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VUE APARTMENTS AT CENTENNIAL PHASE III - APARTMENT BUILDING

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-3.2
10/12/2021



8 TOWNHOMES - REAR ELEVATION
1/8" = 1'-0"



6 TOWNHOMES - FRONT ELEVATION (COLOR SCHEME 2)
1/8" = 1'-0"



4 TOWNHOMES - REAR ELEVATION
1/8" = 1'-0"



2 TOWNHOMES - FRONT ELEVATION
1/8" = 1'-0"

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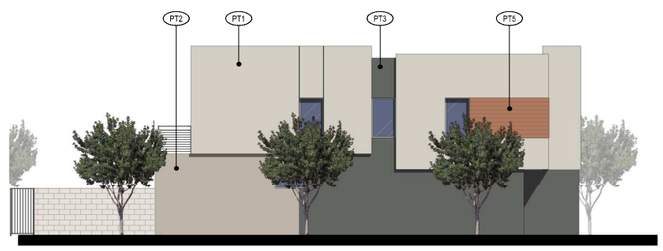
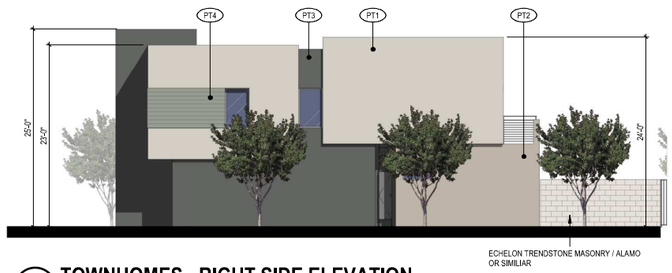
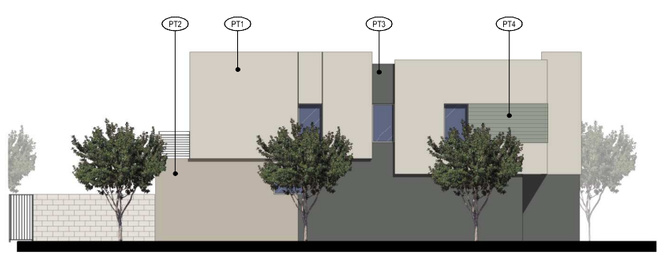
7 TOWNHOMES - RIGHT SIDE ELEVATION
1/8" = 1'-0"



5 TOWNHOMES - LEFT SIDE ELEVATION
1/8" = 1'-0"



3 TOWNHOMES - RIGHT SIDE ELEVATION
1/8" = 1'-0"



1 TOWNHOMES - LEFT SIDE ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH LEGEND

SYMBOL	ID	DESCRIPTION
	PT1	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9165, GOSSAMER VEIL
	PT2	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7044, AMAZING GRAY
	PT3	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7068, GRIZZLE GRAY
	PT4	STUCCO PAINT COLOR SHERWIN-WILLIAMS • 9132, ACACIA HAZE
	PT5	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7702, SPICED CIDER
	MR1	STANDING SEAM METAL ROOFING BERRIDGE MANUFACTURING - ZINC GREY

PROJECT NAME

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE | **DR-3.3**
10/12/2021

EXTERIOR FINISH LEGEND		
SYMBOL	ID	DESCRIPTION
	PT1	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9165, GOSSAMER VEIL
	PT2	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7044, AMAZING GRAY
	PT3	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7068, GRIZZLE GRAY
	PT4	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9132, ACACIA HAZE
	PT5	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7702, SPICED CIDER
	MR1	STANDING SEAM METAL ROOFING BERRIDGE MANUFACTURING - ZINC GREY



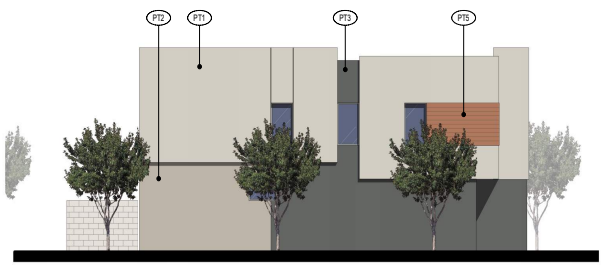
8 TOWNHOMES - REAR ELEVATION
1/8" = 1'-0"



7 TOWNHOMES - RIGHT SIDE ELEVATION
1/8" = 1'-0"



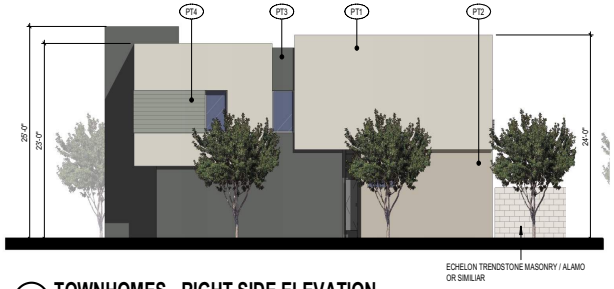
6 TOWNHOMES - FRONT ELEVATION (COLOR SCHEME 2)
1/8" = 1'-0"



5 TOWNHOMES - LEFT SIDE ELEVATION
1/8" = 1'-0"



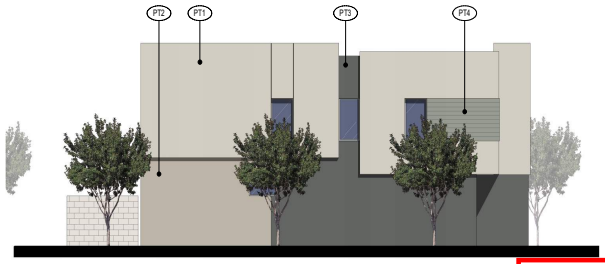
4 TOWNHOMES - REAR ELEVATION
1/8" = 1'-0"



3 TOWNHOMES - RIGHT SIDE ELEVATION
1/8" = 1'-0"



2 TOWNHOMES - FRONT ELEVATION
1/8" = 1'-0"



1 TOWNHOMES - LEFT SIDE ELEVATION
1/8" = 1'-0"

21-0516
11/16/2021

VUE APARTMENTS AT CENTENNIAL PHASE III - TOWNHOMES ELEVATION - NO BALCONY

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-3.3A
11/02/2021

EXTERIOR FINISH LEGEND

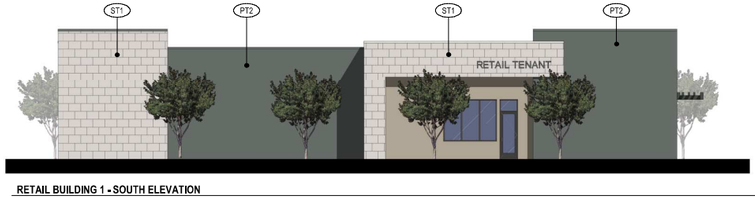
SYMBOL	ID	DESCRIPTION
	PT1	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9165, GOSSAMER VEIL
	PT2	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7639, ETHERIAL MOOD
	PT3	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7622, HOMBURG GRAY
	MT2	PAINTED METAL SHERWIN-WILLIAMS - 7048, URBANE BRONZE
	ST1	STONE VENEER CREATIVE MINES - CHISELED RECTANGLE, SANDDOLLAR
	SF1	STOREFRONT ALUMINUM - AB-5, MEDIUM BRONZE



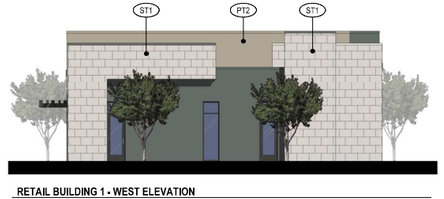
RETAIL BUILDING 1 - NORTH ELEVATION
3/32" = 1'-0"



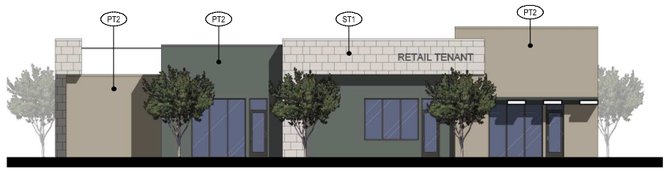
RETAIL BUILDING 1 - EAST ELEVATION
3/32" = 1'-0"



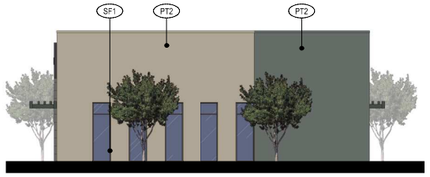
RETAIL BUILDING 1 - SOUTH ELEVATION
3/32" = 1'-0"



RETAIL BUILDING 1 - WEST ELEVATION
3/32" = 1'-0"



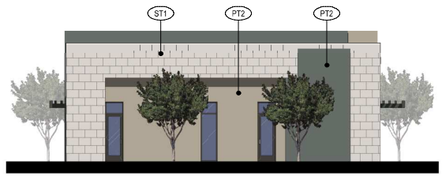
RETAIL BUILDING 2 - EAST ELEVATION
3/32" = 1'-0"



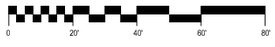
RETAIL BUILDING 2 - NORTH ELEVATION
3/32" = 1'-0"



RETAIL BUILDING 2 - WEST ELEVATION
3/32" = 1'-0"



RETAIL BUILDING 2 - SOUTH ELEVATION
3/32" = 1'-0"



21-0516
11/16/2021

VUE APARTMENTS AT CENTENNIAL PHASE III

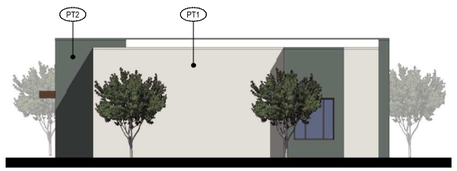
7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE | DR-3.4
10/12/2021

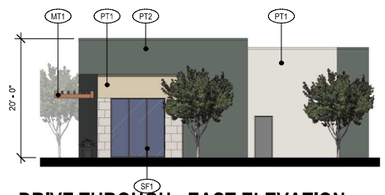
EXTERIOR FINISH LEGEND		
SYMBOL	ID	DESCRIPTION
	PT1	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 9165, GOSSAMER VEIL
	PT2	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7639, ETHERIAL MOOD
	PT3	STUCCO PAINT COLOR SHERWIN-WILLIAMS - 7622, HOMBURG GRAY
	MT1	PAINTED METAL SHERWIN-WILLIAMS - 7702, SPICED CIDER
	MT2	PAINTED METAL SHERWIN-WILLIAMS - 7048, URBANE BRONZE
	ST1	STONE VENEER - 12x24" STONE
	SF1	STOREFRONT ALUMINUM - AB-5, MEDIUM BRONZE



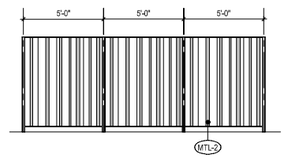
STEEL FENCE - ENLARGED TYP. SEGMENT
1/4" = 1'-0"



DRIVE THROUGH - NORTH ELEVATION
3/32" = 1'-0"



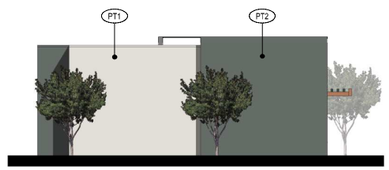
DRIVE THROUGH - EAST ELEVATION
3/32" = 1'-0"



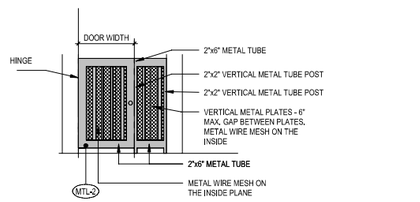
STEEL FENCE - CONTINOUS ELEVATION
1/4" = 1'-0"



DRIVE THROUGH - SOUTH ELEVATION
3/32" = 1'-0"



DRIVE THROUGH - WEST ELEVATION
3/32" = 1'-0"



STEEL FENCE - GATE ELEVATION
1/4" = 1'-0"

21-0516
11/16/2021



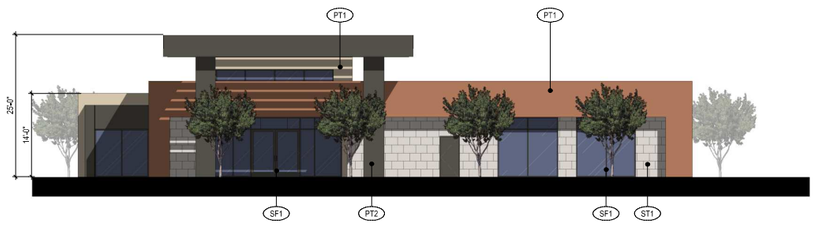
VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-3.5
10/12/2021

EXTERIOR FINISH LEGEND		
SYMBOL	ID	DESCRIPTION
	PT1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - RARE GRAY
	PT2	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - BLACK FOX
	PT1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - EIDER WHITE
	ST1	STONE VENEER - 12x24" STONE
	SF1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - BLACK FOX



CLUBHOUSE NORTH ELEVATION

3/32" = 1'-0"



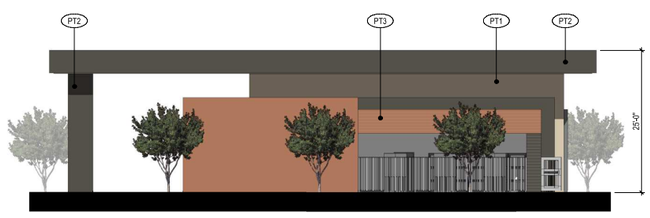
CLUBHOUSE EAST ELEVATION

3/32" = 1'-0"



CLUBHOUSE SOUTH ELEVATION

3/32" = 1'-0"



CLUBHOUSE WEST ELEVATION

3/32" = 1'-0"

21-0516
11/16/2021

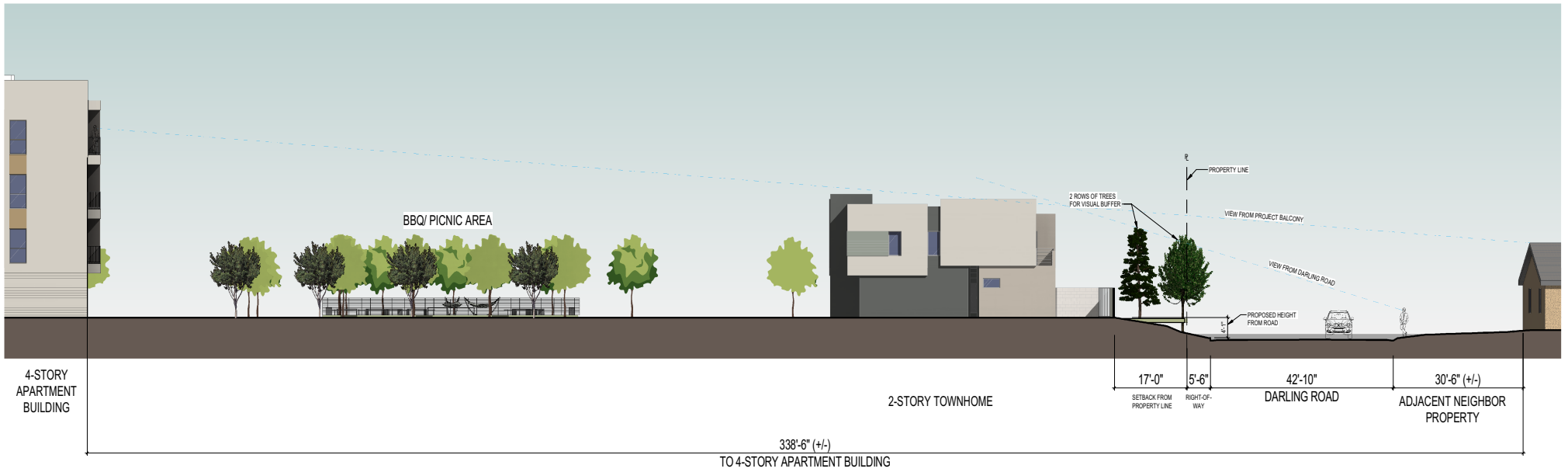
0 20' 40' 60' 80'

VUE APARTMENTS AT CENTENNIAL PHASE III

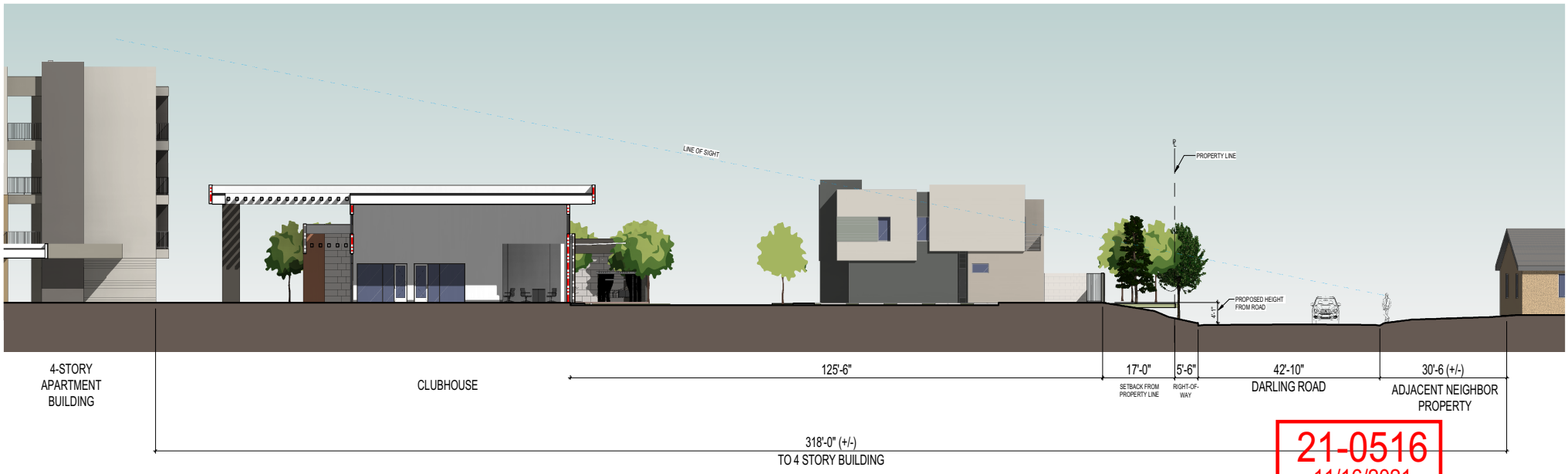
7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-3.6
10/12/2021



A SITE CROSS SECTION AT TOWNHOMES
3/32" = 1'-0"



21-0516
11/16/2021

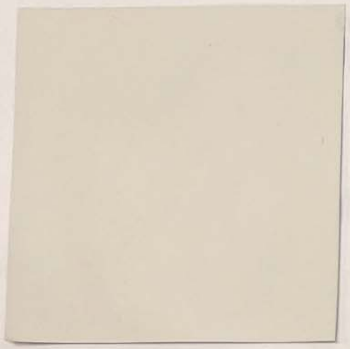
B SITE CROSS SECTION AT POOL BUILDING
3/32" = 1'-0"

VUE APTS - SITE PLAN

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-4.1
10/19/2021



Sherwin Williams - Eider White



Dark Bronze Aluminum



Poly Ash Cladding - Boral TRUEXTERIOR Channel Siding Painted - Sherwin Williams Smokey Topaz, Sassy Green & Downing Gray



Sherwin Williams - Smokey Topaz



Sherwin Williams - Black Fox



Sherwin Williams - Sassy Green



Sherwin Williams - Rare Gray



Thin Brick - Pacific Clay - Maui Sands



Sherwin Williams - Downing Gray

VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

City Council - Page 413

21-0516
08/19/2021



21-0516-GPA1, 21-0516-ZON1, 21-0516-MOD1 AND 21-0516-SDR1 - APPLICANT: BLUE MARBLE DEVELOPMENT, LLC - OWNER: SHIRON DEVELOPMENT, LLC
NORTHEAST CORNER OF CENTENNIAL PARKWAY AND JOHN HERBERT BOULEVARD

09/08/2021



21-0516-GPA1, 21-0516-ZON1, 21-0516-MOD1 AND 21-0516-SDR1 - APPLICANT: BLUE MARBLE DEVELOPMENT, LLC - OWNER: SHIRON DEVELOPMENT, LLC
NORTHEAST CORNER OF CENTENNIAL PARKWAY AND JOHN HERBERT BOULEVARD

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NORTHEAST CORNER OF CENTENNIAL PARKWAY AND JOHN HERBERT BOULEVARD

09/08/2021

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 09/09/2021 **Application Number** 21-0516-SDR1 **Entity** LV

Company Name Kaempfer Crowell

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 792-7000 **Mobile** **Fax** **Email**

Project Name Vue Phase 3

Project Description 76 Single-Family lots (Townhomes)
312 Multi-Family units

APN's 125-22-401-009 and 016

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	76	x 0.166=	13	x 0.093 =	7	x 0.131 =	10
Multi-Family Units (2)	312	x 0.139 =	43	x 0.065 =	20	x 0.074 =	23
Resort Condo Units (3)							
Total			56		27		33

(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
Rhodes ES	7350 Teal Wood St.	K-5	546	593	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** Rhodes ES and Arbor View HS were over capacity for the 2020-2021 school year. Rhodes ES was at 108.61% and Arbor View HS was at 127.93% of program capacity.

☐ Approved ☐ Disapproved

21-0516-SDR1
Shiron Development, LLC

NEC Centennial Parkway and John Herbert Boulevard

Proposed mixed-use facility with 388 multi-family units and 11.2 thousand square feet of retail.

Traffic produced by proposed development:

First Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MULTIFAMILY HOUSING (MID-RISE) [DU]	312	5.44	1,697
AM Peak Hour			0.36	112
PM Peak Hour			0.44	137

Second Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MULTIFAMILY HOUSING (LOW-RISE) [DU]	76	7.32	556
AM Peak Hour			0.46	35
PM Peak Hour			0.56	42

Third Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD W/ DRIVE THRU [1000 SF]	2.100	470.95	989
AM Peak Hour			40.19	84
PM Peak Hour			32.67	69

Fourth Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	9.100	37.75	344
AM Peak Hour			0.94	9
PM Peak Hour			3.81	35

Total Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	TOTAL			**3,586**
AM Peak Hour				**240**
PM Peak Hour				**283**

Existing traffic on all nearby streets:

Centennial Parkway	
Average Daily Traffic (ADT)	8,334
PM Peak Hour *(heaviest 60 minutes)*	667

John Herbert Boulevard	
Average Daily Traffic (ADT)	6,486
PM Peak Hour *(heaviest 60 minutes)*	519

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Centennial Parkway	35,490
John Herbert Boulevard	17,199

This project will add approximately 3,586 trips per day on Centennial Pkwy. and John Herbert Blvd. Currently, Centennial is at about 23 percent of capacity and John Herbert is at about 38 percent of capacity. With this project, Centennial is expected to be at about 34 percent of capacity and John Herbert to be at about 59 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 283 additional cars, or about one every five minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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2021 DEC 13 P 12:35

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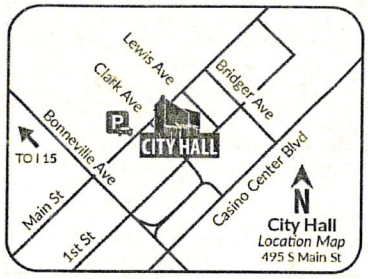


Scan or go to:
www.lasvegasnevada.gov/meetings

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.

21-0516 and 21-0516-GPA1 and 21-0516-ZON1 and 21-0516-MOD1 and 21-0516-SDR1

City Council Meeting of **12/15/2021**

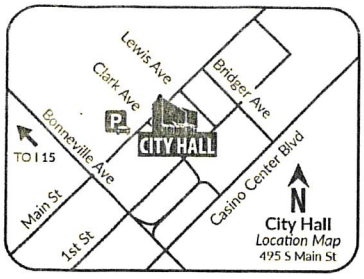
21-0516
12522302008
CHAPPELL ELDON E & JEAN FAM TR
CHAPPELL ELDON E & JEAN TRS
6720 N TIOGA WAY
LAS VEGAS NV 89131-3514

35 JRDFNP1 89131

Submitted after final agenda

Date 12/13/2021 Item 25a-25d

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0516 and 21-0516-GPA1 and 21-0516-ZON1 and 21-0516-MOD1 and 21-0516-SDR1
City Council Meeting of **12/15/2021**

We disagree with everything that is connected with this monstrosity. Our schools are overcapacity and we has increased crime rate in our area already. Dear Councilmen, thank you so much for allowing this in our quiet neighborhood, it is for certain that you do not live near it and we feel someone is getting rich on the deal.

21-0516
12522302019
GREGORY MICHAEL & S REV LIV TR
GREGORY MICHAEL S & SANDRA S TRS
7440 ROME BLVD
LAS VEGAS NV 89131-3502

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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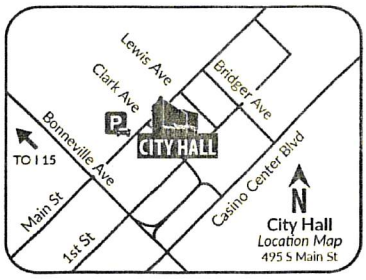
Official Notice of Public Hearing



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Please use available blank space on card for your comments.
21-0516 and 21-0516-GPA1 and 21-0516-ZON1 and 21-0516-MOD1 and 21-0516-SDR1
City Council Meeting of **12/15/2021**

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Permit No. 1630

I object to this plan there are already too many apartments in our area.

21-0516
12522410011
DASMARINAS JOSEPHINE S
7259 ABBEVILLE MEADOWS AVE
LAS VEGAS NV 89131-3246

35 JRDFNP1 89131

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

October 11, 2021

VIA EMAIL
plowenstein@lasvegasnevada.gov

Mr. Peter Lowenstein
City of Las Vegas Planning Dept.
333 No. Rancho Drive, 3rd Flr.
Las Vegas, NV 89106

Re: Request for Hold (Item #38)
Blue Marble Dev./Shiron Dev.
Centennial/John Herbert
21-0516-GPA1; ZON1; MOD1; SDR1

Dear Peter:

Please be advised this office represents the Applicant in the above-referenced matter(s). We respectfully request that this application be held for 30 days from the presently scheduled City of Las Vegas Planning Commission hearing of **October 12, 2021** until the **November 9, 2021** hearing. We are additionally requesting the City Council date of **November 17, 2021** be held to the **December 15, 2021** City Council hearing.

Thank you for your consideration and please do not hesitate to call if you have any questions.

Sincerely,

KAEMPFER CROWELL

Robert J. Gronauer

RJG/mlt

cc: Seth Floyd (via email)

RECEIVED
10/11/2021
ITEM38a-d
10/12/2021 PC
Submitted after final agenda

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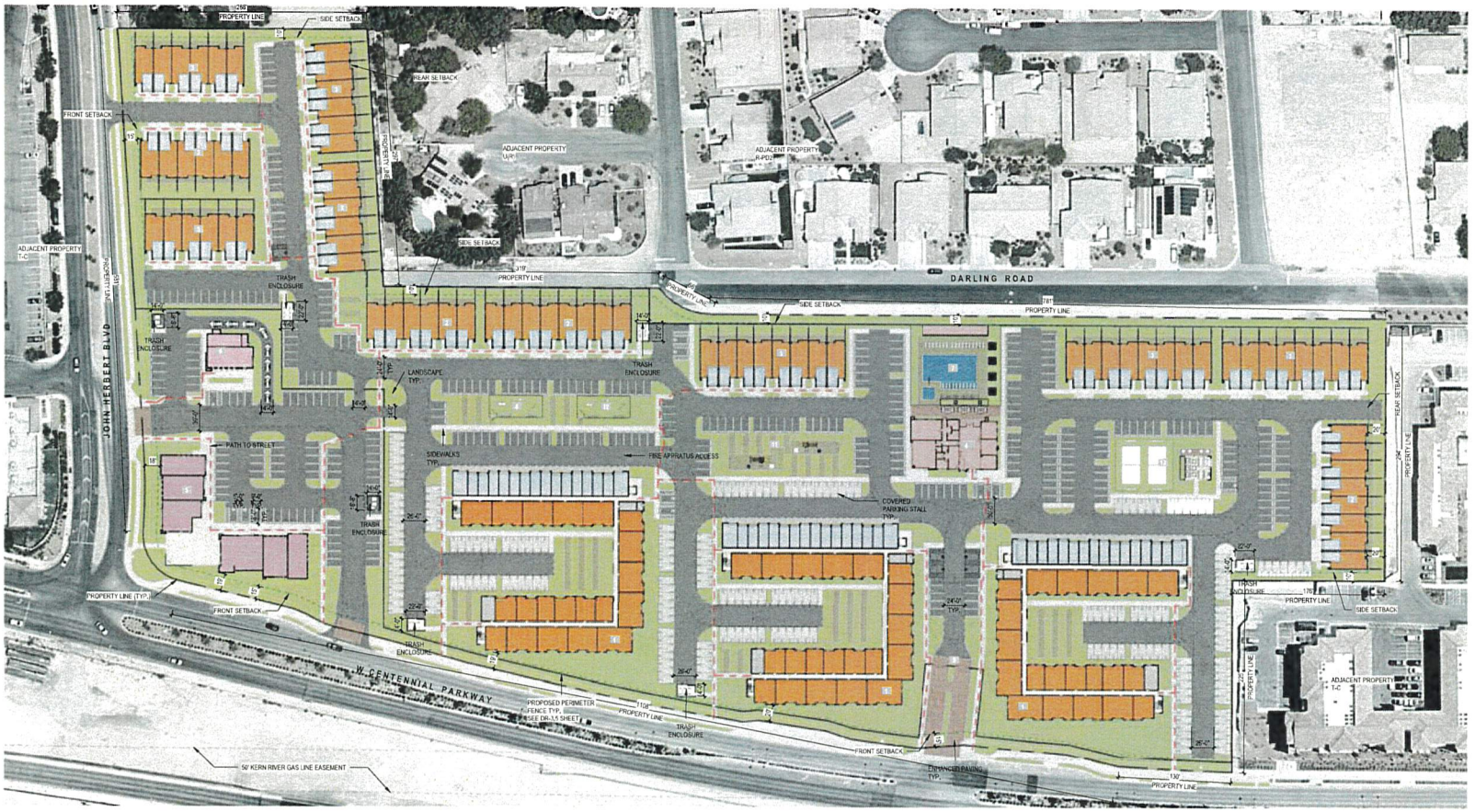


1 SITE PLAN

1" = 60'-0"

N

0 60' 120' 180' 240'

PROJECT SUMMARY

THIS PROJECT CONSISTS OF SITE DEVELOPMENT FOR 3 MULTI-FAMILY BUILDINGS (4 STORY, 194 UNITS), TOWNHOMES (2 STORY, 46 UNITS), RETAIL BUILDINGS, RESTAURANT, CLUBHOUSE, SITE AMENITIES.

SITE SUMMARY

DESCRIPTION	INFORMATION / REQUIREMENT	COMPLIANCE
APN	125324201016 / 125324201009	
ADDRESS	7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131	
JURISDICTION	CITY OF LAS VEGAS, NEVADA	
ZONING CLASSIFICATION	TOWN CENTER DISTRICT (T-C) / UNDEVELOPED (RURAL (0.1 TO 3.5 UNITS PER ACRE) (UR))	
PLANNED LAND USE	SUBURBAN MIXED-USE (SX-TC)	
SITE AREA	16.39 ACRES / 713,513 S.F.	
# OF PARKING STALLS REQUIRED	700	Y
SIZE OF PARKING STALLS REQUIRED	9X18 FT	Y
MAX BUILDING HEIGHT	4 STORY	Y
FIRE ACCESS REQUIRED	24 FT FIRE APPARATUS ROAD WIDTH	Y
FRONT SETBACK	15 FT	Y
SIDE SETBACK	10 FT	Y
REAR SETBACK	20 FT	Y

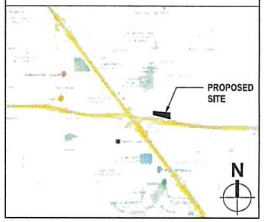
ACTUAL BUILDING AREA (GROSS)

BUILDING	AREA
AA	3,801 SF
CC	3,801 SF
CLUB HOUSE	6,657 SF
DD	3,801 SF
EE	3,801 SF
FF	3,801 SF
GG	3,801 SF
HH	3,801 SF
II	3,801 SF
JJ	3,801 SF
KK	3,801 SF
MF APARTMENTS	66,715 SF
RESTAURANT	2,155 SF
RETAIL	9,102 SF
Y	33,357 SF
Z	3,801 SF
TOTAL AREA	159,786 SF

PARKING PROVIDED

TYPE	COUNT
9' X 18' - 90°	355
9' x 18' - 90° (COVERED)	201
ACCESSIBLE	16
GARAGE FOR RENT	48
PRIVATE GARAGE	76
TOTAL:	696

VICINITY MAP



LEGEND

1. 4 STORY, 194 UNITS APARTMENT BUILDING WITH 16 GARAGES FOR RENT (111,713 SF GROSS AREA)
2. 2BDRM / 2 BATH TOWNHOMES (22 UNITS) 2 STORY WITH PRIVATE GARAGE AND PATIO
3. 3BDRM / 2 BATH TOWNHOMES (24 UNITS) 2 STORY WITH PRIVATE GARAGE AND PATIO
4. 1 - STORY 6,636 SF CLUBHOUSE
5. 1 - STORY RETAIL BUILDINGS (9,102 SF)
6. 1 - STORY RESTAURANT BUILDING (2155 SF)
7. MIXED USE LOT 1 (16.38 ACRES): 490 UNITS; DENSITY 24.49 DU/AC. PARKING REQUIRED - 760, PARKING PROVIDED - 710.
8. POOL AREA
9. ENTRY GATES
10. PATIO FIRE-PIT AREA
11. BBQ AREA
12. KIDS PLAYGROUND
13. DOG PARK
14. PICKLEBALL COURT

PARKING REQUIRED

USE	QUANTITY	REQUIREMENT	SPACES
STUDIO	24	1.25 PER UNIT	30
1 BDRM UNIT	126	1.25 PER UNIT	158
2 BDRM UNIT	162	1.75 PER UNIT	284
2 BDRM TOWNHOMES	22	1.75 PER UNIT	39
3 BDRM TOWNHOMES	54	2.00 PER UNIT	108
VISITOR PARKING	368	1 PER 6 UNITS	65
TOTAL RESIDENTIAL	368		684
RESTAURANT	2100	PER 50 SF PUBLIC SEATING + 1 PER 200 SF PER REMAINING AREA	32
RETAIL	9100 SF	1 PER 175 SF	52
TOTAL COMMERCIAL	11,2500		84

MIXED - USE PARKING ANALYSIS

General Land Use Classification	Gross Floor Area or Number of Units	Mid - 7am	Required Parking	7 am- 6pm	Required Parking	6pm - Mid	Required Parking
WEEKDAYS							
RETAIL	9100 SF	0%	0	100%	52	80%	42
RESTAURANT	2100 SF	50%	16	70%	22	100%	32
RESIDENTIAL	368	100%	684	55%	376	85%	581
TOTAL			700		450		655
WEEKENDS							
RETAIL	9100 SF	0%	0	100%	52	60%	31
RESTAURANT	2100 SF	45%	14	70%	22	100%	32
RESIDENTIAL	368	100%	684	65%	445	75%	513
TOTAL			698		519		576

UNIT MATRIX

TYPE	GROSS AREA	COUNT
STUDIO / 1BATH	~536 SF	24 | 6%
1BDRM / 1BATH	~628 SF	108 | 28%
1BDRM +DEN / 1BATH	~771 SF	18 | 5%
2BDRM / 2BATH	~929 SF	129 | 33%
2BDRM +DEN / 2BATH	~1075 SF	33 | 8%
2BDRM / 2BATH TOWNHOMES	~1502 SF	22 | 6%
3BDRM / 2BATH TOWNHOMES	~1946 SF	54 | 14%
TOTAL		388

COLOR LEGEND

3 BDRM TOWNHOMES
APARTMENTS
CIRCULATION
CLUBHOUSE
PARKING GARAGE
RESTAURANT
RETAIL
UTILITY

OPEN SPACE CALCULATION

20% MINIMUM REQUIRED

TOTAL PROPERTY AREA = 714,016 SF = 100%

TOTAL OPEN SPACE = 201,541 SF = 28% > 20% MIN. REQ.

21-0516
10/07/2021

VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-1.1

09/22/2021

ITEM 38a-d
Submitted after final agenda

ITEM 38a-d



APARTMENT BUILDING - NORTH ELEVATION



APARTMENT BUILDING - EAST ELEVATION

21-0516
10/07/2021

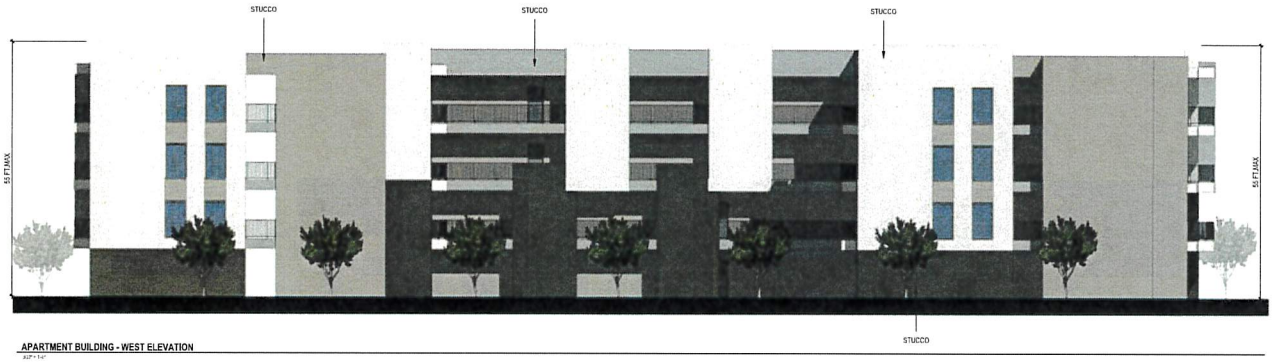
VUE APARTMENTS AT CENTENNIAL PHASE III - APARTMENT BUILDING

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE | DR-3.1
09/21/2021



APARTMENT BUILDING - SOUTH ELEVATION



APARTMENT BUILDING - WEST ELEVATION

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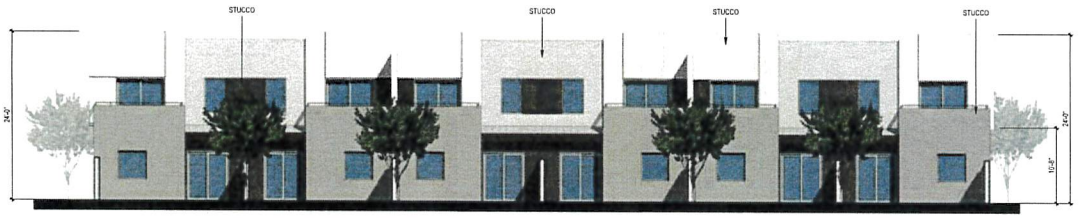
21-0516
10/07/2021

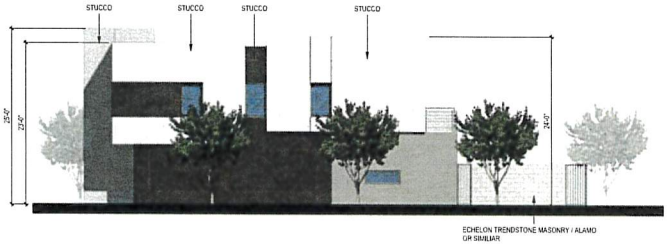
VUE APARTMENTS AT CENTENNIAL PHASE III - APARTMENT BUILDING

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

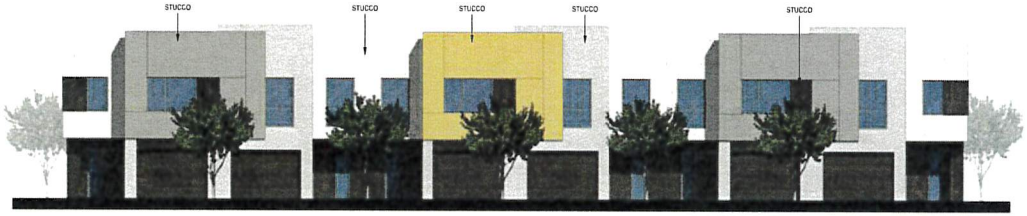
designcell ARCHITECTURE | DR-3.2
09/21/2021



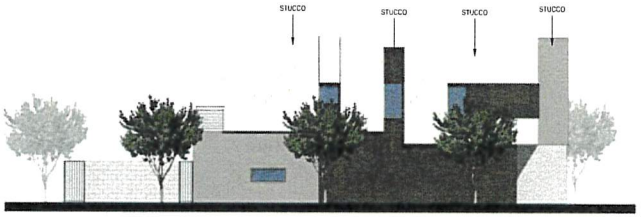
6 TOWNHOMES - REAR ELEVATION
1/8" = 1'-0"



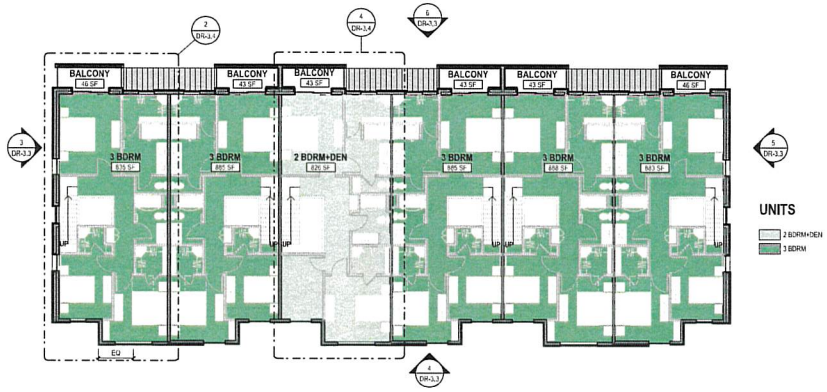
5 TOWNHOMES - RIGHT SIDE ELEVATION
1/8" = 1'-0"



4 TOWNHOMES - FRONT ELEVATION
1/8" = 1'-0"



3 TOWNHOMES - LEFT SIDE ELEVATION
1/8" = 1'-0"



2 FLOOR PLAN - LEVEL 2_DR
3/32" = 1'-0"



1 FLOOR PLAN - LEVEL 1_DR
3/32" = 1'-0"

21-0516
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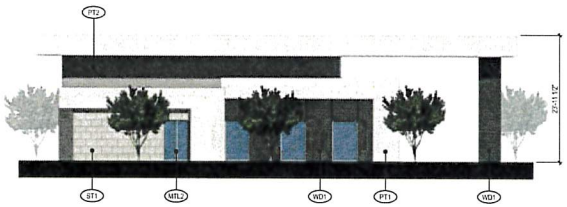
PROJECT NAME

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

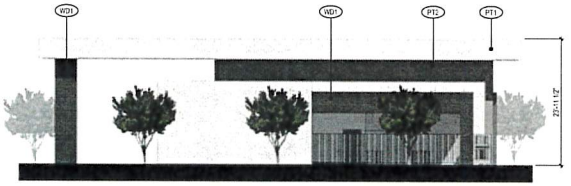
designcell ARCHITECTURE | DR-3.3
09/21/2021

EXTERIOR FINISH LEGEND					
SYMBOL	ID	DESCRIPTION	SYMBOL	ID	DESCRIPTION
	PT1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - EIDER WHITE		WD1	FIBER CEMENT BORAL - SIDING
	PT2	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - RARE GRAY		MTL1	BREAK METAL W/ CLEAR ANODIZED FINISH
	ST1	STONE VENEER - 12x24" STONE		MTL2	STOREFRONT & WINDOW FRAMES ALUMINUM



CLUBHOUSE EAST ELEVATION

3/32" = 1'-0"



CLUBHOUSE WEST ELEVATION

3/32" = 1'-0"



CLUBHOUSE NORTH ELEVATION

3/32" = 1'-0"



CLUBHOUSE SOUTH ELEVATION

3/32" = 1'-0"

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VUE APARTMENTS AT CENTENNIAL PHASE III

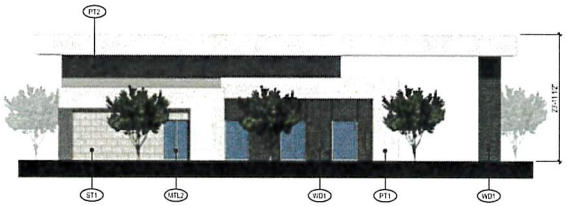
7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

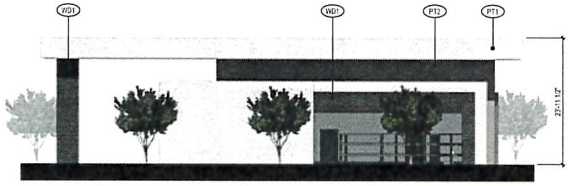
DR-3.1

07/28/2021

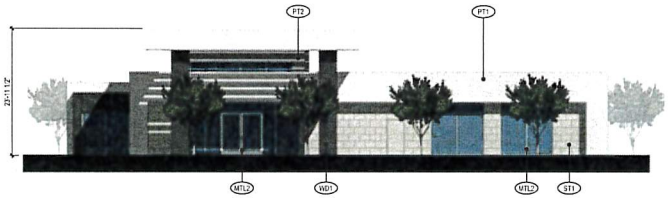
EXTERIOR FINISH LEGEND					
SYMBOL	ID	DESCRIPTION	SYMBOL	ID	DESCRIPTION
	PT1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - EIDER WHITE		WD1	FIBER CEMENT BORAL - SIDING
	PT2	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - RARE GRAY		MTL1	BREAK METAL W/ CLEAR ANODIZED FINISH
	ST1	STONE VENEER - 12x24" STONE		MTL2	STOREFRONT & WINDOW FRAMES ALUMINUM



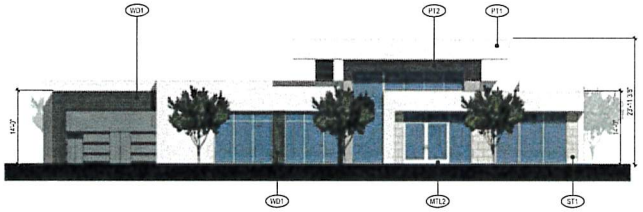
CLUBHOUSE EAST ELEVATION
3/32" = 1'-0"



CLUBHOUSE WEST ELEVATION
3/32" = 1'-0"



CLUBHOUSE NORTH ELEVATION
3/32" = 1'-0"



CLUBHOUSE SOUTH ELEVATION
3/32" = 1'-0"

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10/07/2021

VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

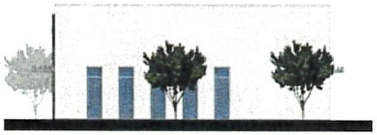
DR-3.1
07/28/2021

ITEM 38a-d

SYMBOL	ID	DESCRIPTION	SYMBOL	ID	DESCRIPTION
	PT1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - RARE GRAY		ST1	STONE VENEER - 12x24" STONE
	PT2	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - BLACK FOX		MTL2	STOREFRONT & WINDOW FRAMES ALUMINUM
	PT3	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - EIDER WHITE		MTL1	BREAK METAL W/ CLEAR ANODIZED FINISH



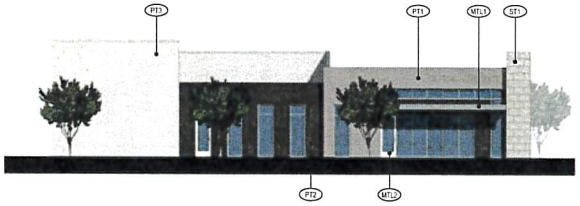
RETAIL BLDG 2 EAST ELEVATION
3/32" = 1'-0"



RETAIL BLDG 2 NORTH ELEVATION
3/32" = 1'-0"



RETAIL BLDG 2 SOUTH ELEVATION
3/32" = 1'-0"



RETAIL BLDG 2 WEST ELEVATION
3/32" = 1'-0"



RETAIL BLDG 1 NORTH ELEVATION
3/32" = 1'-0"



RETAIL BLDG 1 EAST ELEVATION
3/32" = 1'-0"



RETAIL BLDG 1 WEST ELEVATION
3/32" = 1'-0"



RETAIL BLDG 1 SOUTH ELEVATION
3/32" = 1'-0"

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10/07/2021

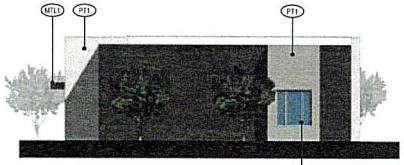
VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

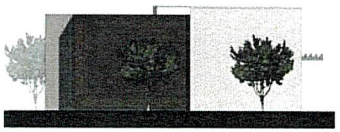
designcell ARCHITECTURE

DR-3.1
09/21/2021

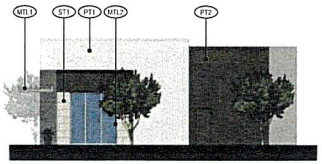
SYMBOL	ID	DESCRIPTION	SYMBOL	ID	DESCRIPTION
	PT1	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - RARE GRAY		ST1	STONE VENEER - 12x24" STONE
	PT2	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - BLACK FOX		MTL2	STOREFRONT & WINDOW FRAMES ALUMINUM
	PT3	EIFS INTEGRAL COLOR SHERWIN-WILLIAMS - EIDER WHITE		MTL1	BREAK METAL W/ CLEAR ANODIZED FINISH



RESTAURANT NORTH ELEVATION
3/32" = 1'-0"



RESTAURANT WEST ELEVATION
3/32" = 1'-0"



RESTAURANT EAST ELEVATION
3/32" = 1'-0"



RESTAURANT SOUTH ELEVATION
3/32" = 1'-0"

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21-0516
10/07/2021

VUE APARTMENTS AT CENTENNIAL PHASE III

7000 W CENTENNIAL PARKWAY LAS VEGAS, NV 89131

designcell ARCHITECTURE

DR-3.1
09/21/2021

Nora Lares

From: noreply@formstack.com
Sent: Monday, October 11, 2021 8:23 AM
To: Planning Comments
Subject: Planning Application Comments Form

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 10/11/21 8:22 AM

Meeting Date:	Tuesday, October 12, 2021
Project Number:	210516
Position:	I OPPOSE the project and all related applications.
Name:	Timothy & Patricia Hamilton
Residential or Business Address:	7585 W Rome Blvd Las Vegas, NV 89131
Phone:	(702) 300-8058
Email:	philp2v3@aol.com
Comments:	As a result of the Neighborhood meeting of September 20, 2021 and subsequent email from Kaempfer Crowell regarding Phase 3 of the Vue at Centennial: - We are very concerned about the ground elevation buildup for drainage directly behind our home that will accommodate the proposed 2-story townhomes. Will our existing property wall support the buildup? Will our wall be reinforced? Will

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Pg 1 of 2

a new retainer wall be built?
- At the Neighborhood meeting, we were advised that there will be 21 feet from the townhomes. Will there be a parking lot behind our home?

Thank you for the opportunity to address our concerns.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

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pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Friday, October 1, 2021 4:35 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 10/01/21 4:34 PM

Meeting Date:	Tuesday, October 12, 2021
Project Number:	21-0516
Position:	I OPPOSE the project and all related applications.
Name:	Shelley Scirone
Residential or Business Address:	7565 W Rome Blvd Las Vegas, NV 89131
Phone:	(702) 445-8881
Email:	lvshelley@cox.net
Comments:	1. Prior to the apartments going in, I asked if a new reserve/traffic study was completed after Paxton Walk was dissolved. Blue Marble Development, LLC associates stated it was not a requirement, which was outrageous since the apartments almost tripled the occupancy. When asked again on September 22, 2021, about a new reserve /traffic study, we were told only if it is a requirement. A

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Pg 1 of 2

new Traffic/Reserve study should be required. The new interchange will not be completed until 2024, it is already a nightmare trying to get onto and exit the 215 in the morning and afternoon. I don't see that changing even when it's completed since John Herbert is still two lanes in each direction and not expanding any wider. In addition, getting to I-95 from Tenaya is also experiencing congestion and once the new condos sell out on Tenaya it's going to be difficult in the morning and afternoon.

2. The Tenaya Gate was to be an emergency access only and it is and has been an ingress and egress access gate.

3. Quite Enjoyment is not being adhered to by Blue Marble Development, LLC/Vue Apartments to the surrounding community. They are not monitoring the community pool hours or their own rules and regulations as the police have been called numerous times ever since this development has been in existence. If they cannot provide property security to make sure the occupants of the Vue adhere to the rules and regulations of this community, how are they going to oversee the new community and our Quite Enjoyment?

4. The townhomes proposed in the undeveloped lot has a much higher elevation than the current county horse properties by approximately 8 feet. Per the plans the townhomes are going to use the existing horse property block walls. The attorney was unable to address if an engineer's report has been completed and if the existing property owners wall could retain the weight. The block walls were built when the homes were built in approx. 1994 with no existing damage to them. Who will be responsible for repairs if they are damaged?

5. When did the four (4) story buildings get approved since Vue is only three (3) stories? As far as I am aware four (4) stories have not been allowable under the Town Center Standards.

6. Provide market rental comps proving that the new community can obtain $1,500.00 to $3,100.00 per month for two (2) bedrooms without providing any free rent as they have at the Vue.

We have been lied to by Mr. Shiron from the very beginning and I do not trust anything he or his affiliates say and/or do. Mr. Shiron has deteriorated our Town Center Community aesthetics without regard to all those that live here.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

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AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
25a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0516-GPA1 - GENERAL PLAN AMENDMENT - FROM: R (RURAL DENSITY RESIDENTIAL) TO: TC (TOWN CENTER) ON 1.95 ACRES [APN 125-22-401-009]

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

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

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
25b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0516-ZON1 - REZONING - FROM: U (UNDEVELOPED) [R (RURAL DENSITY RESIDENTIAL) LAND USE DESIGNATION] TO: T-C (TOWN CENTER) ON 1.95 ACRES [APN 125-22-401-009]

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

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

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
25c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0516-MOD1 - MAJOR MODIFICATION - TO AMEND THE CENTENNIAL HILLS TOWN CENTER LAND USE MAP TO ADD 1.95 ACRES [APN 125-22-401-009] AND DESIGNATE THE LAND SX-TC (SUBURBAN MIXED-USE - TOWN CENTER)

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

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

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
25d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0516-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 498,343 SQUARE-FOOT DEVELOPMENT CONSISTING OF TWO AND FOUR-STORY MULTI-FAMILY AND SINGLE-STORY RETAIL BUILDINGS WITH WAIVERS OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	3	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: December 15, 2021

Agenda Item No.:
26

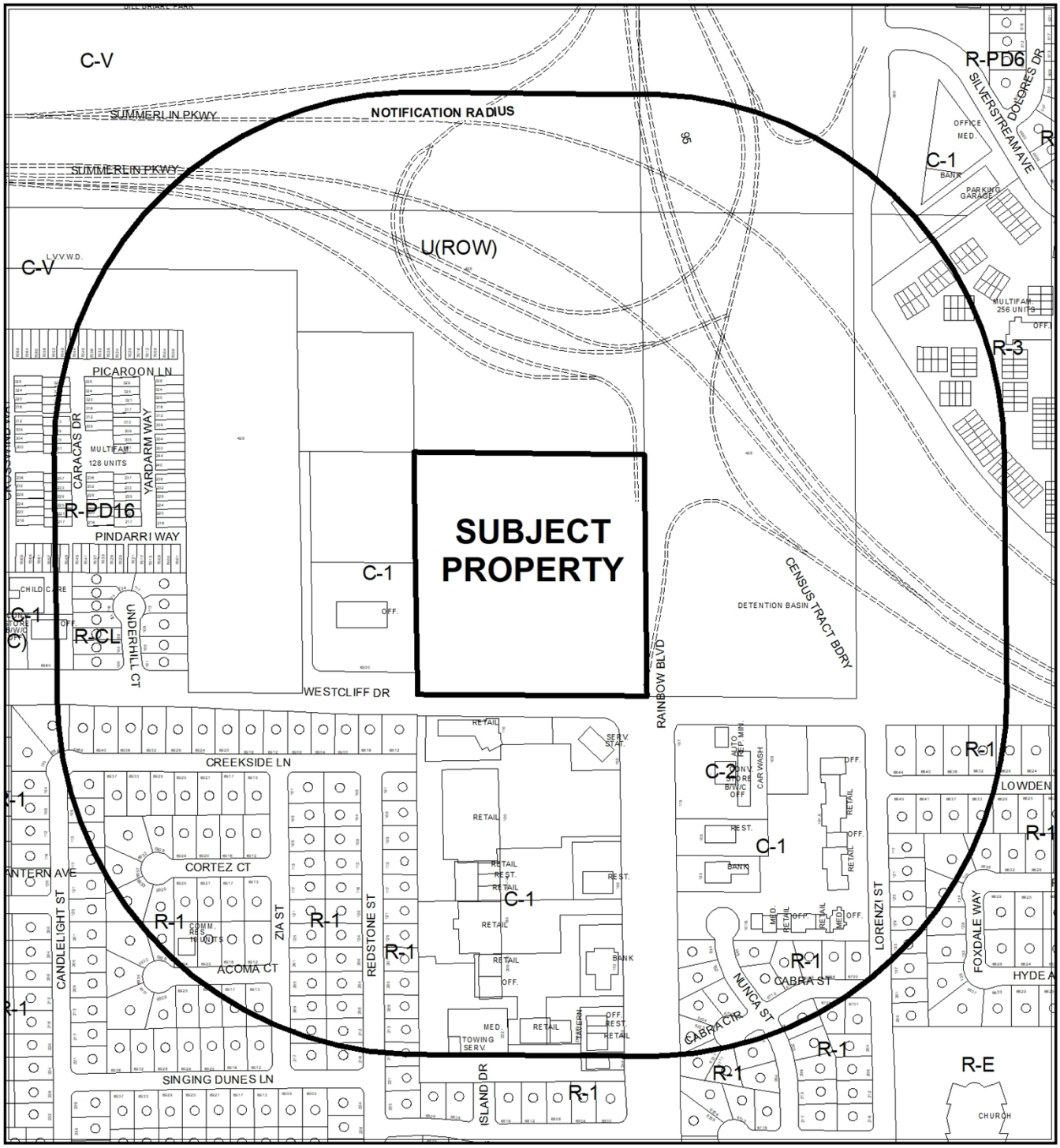
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0531-SDR1 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH - For possible action on a Land Use Entitlement project request FOR A PROPOSED 9,600 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND 3,200 SQUARE-FOOT MULTIPURPOSE BUILDING WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED on 10.00 acres at the northwest corner of Westcliff Drive and Rainbow Boulevard (APN 138-27-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	1

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. Comments from Clark County Department of Aviation
7. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest-Support Postcards
8. Backup Submitted for the November 9, 2021 Planning Commission Meeting



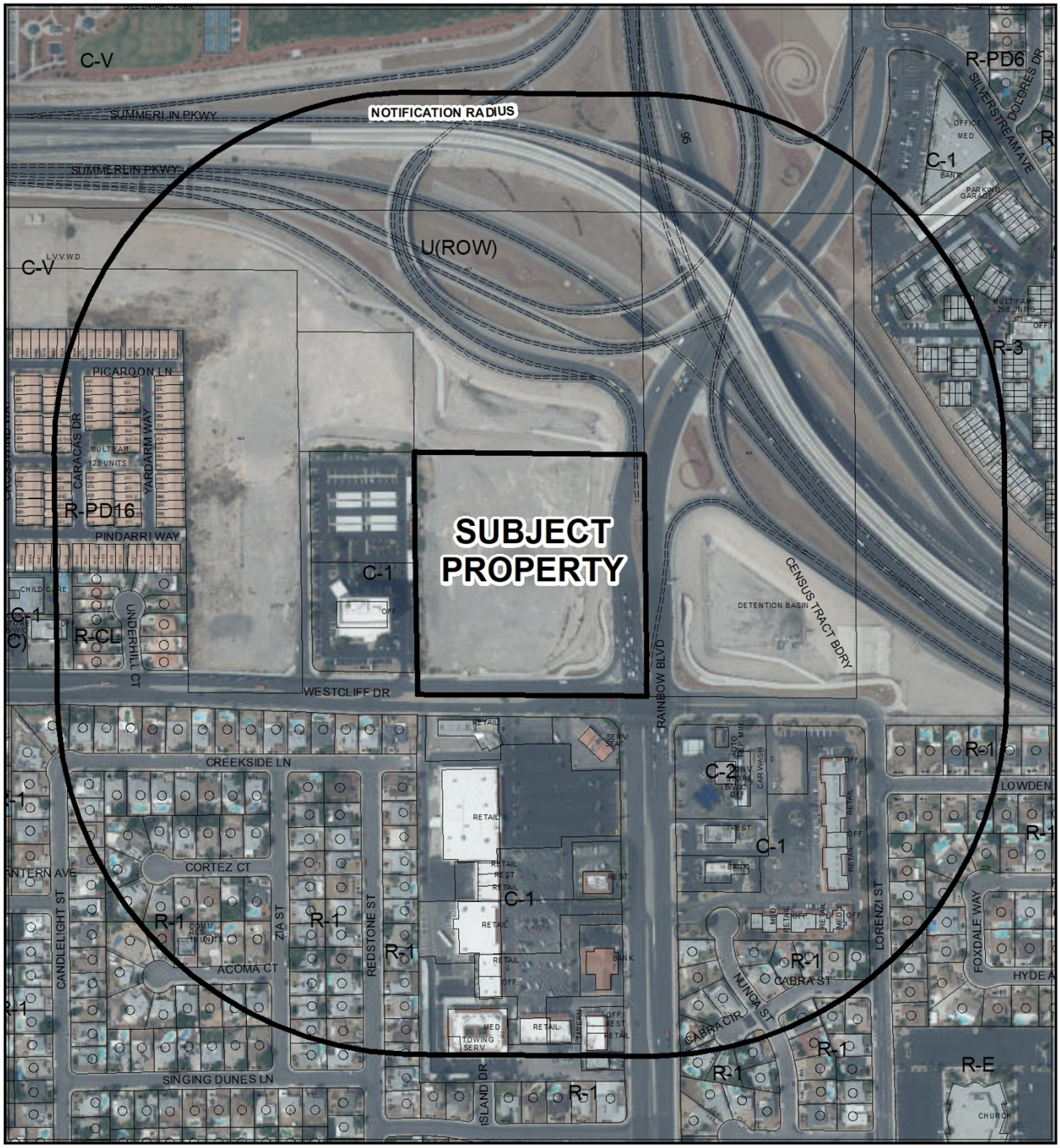
0 315 630 Feet

CASE: 21-0531-SDR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 315 630 Feet

CASE: **21-0531-SDR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0531-SDR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 497 (By City Clerk)

PROTESTS 6

APPROVALS 1

SS

**** CONDITIONS ****

21-0531-SDR1 CONDITIONS

Planning

1. The existing Site Development Plan approval (SDR-78237) for this site shall be expunged upon final approval of this Site Development Plan Review (21-0531-SDR1).

2. Areas on the site plan labeled “Future Development” or “Not a Part” shall require a separate Site Development Plan Review approval prior to issuance of building permits for improvement of those areas.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 08/27/21, except as amended by conditions herein.

5. A Waiver from Title 19.08.040 is hereby approved, to not orient the building to the corner where such is required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. Prior to or at the time of submittal for any building permit, the applicant shall provide written verification by the FAA and/or the Clark County Department of Aviation of the following:
    a. Applicant is required to file a valid FAA Form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, in accordance with 14 CFR Part 77;

b. No Building Permit or other construction permit shall be issued for any structure greater than 35 feet above the surface of land that, based upon the FAA's 7460 airspace determination (the outcome of filing the FAA Form 7460-1) would (a) constitute a hazard to air navigation, (b) would result in an increase to minimum flight altitudes during any phase of flight (unless approved by the Department of Aviation), or (c) would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.
c. Applicant is advised that FAA's airspace determinations are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments.
d. Applicant is advised that the FAA's airspace determinations include expiration dates and that the separate airspace determinations will be needed for construction cranes or other temporary equipment.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

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. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Prior to the issuance of any permits, a Petition of Vacation shall record to eliminate any conflicting U.S. Government Patent Easements.

14. Dedicate the appropriate right-of-way adjacent to this site for Rainbow Boulevard, corresponding to that area encumbered by Nevada Department of Transportation (NDOT) roadway easement, 60 feet of right-of-way for Westcliff Drive and an appropriate radius coinciding with existing improvements on the northwest corner of Westcliff Drive and Rainbow Boulevard adjacent to this site prior to the issuance of any permits.

15. The sidewalk along Westcliff Drive 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.

16. This site shall connect to the public sewer located in Westcliff Drive at a size and location acceptable to the City of Las Vegas Public Works Sanitary Sewer Section.

17. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. 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

The applicant is seeking approval to construct a 9,600 square-foot church and 3,200 square-foot accessory building with meeting rooms on a 10-acre undeveloped site at the northwest corner of Westcliff Drive and Rainbow Boulevard. The church building is proposed to be 40 feet tall with a cross extending to 50 feet.

ISSUES

- A previously approved Site Development Plan Review (SDR-78237) for a church on this site is active but remains unexercised. The applicant has requested that SDR-78237 be expunged upon approval of the proposed plans. If this request is approved, all new conditions of approval will apply.
- A previously approved Petition to Vacate (VAC-78236) U.S. Government Patent Easements on this site has expired. A new Petition to Vacate must be approved and recorded prior to the issuance of permits. A condition of approval addresses this issue.
- A Waiver has been requested to not orient the proposed buildings to the corner where such is required. Staff recommends approval of the Waiver.
- The Clark County Department of Aviation has notified the City of Las Vegas that the proposed development would exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of an airport runway and therefore the applicant is required to formally notify the Federal Aviation Administration of possible construction. A condition of approval addresses this issue.
- A water feature is proposed as part of the outdoor plaza area. Staff notes that per Title 14.11.190 fountains and water features are prohibited on property serviced by the Las Vegas Valley Water District, with some exceptions. A Water Feature Exemption approved by the City Council is required to operate such outdoor water features that exceed 25 square feet in surface area. The prohibition does not apply to water features that are supplied by privately-owned water rights, water rights obtained by means of a state-issued permit or by nuisance water discharged during normal facility dewatering.

ANALYSIS

The proposed campus includes a church building and a building containing meeting rooms situated near the corner, with parking and access to the south and west of the buildings. The site plan shows a scaled-down version of a design approved in April 2020 (SDR-78237) that included a 6,850 square-foot church building, 5,425 square-foot fellowship hall, 2,350 square-foot administration building with offices and meeting rooms and a 5,790 square-foot multipurpose building. Due to uncertainty of future development, the applicant has not included a plan for full development of the site at this time. A Site Development Plan Review will be required for any future proposed development not detailed in this plan. The approval for SDR-78237 remains active but is unexercised. The applicant is requesting to expunge the previous approval and seek approval of the proposed design.

Comparision of the previous approval with the current proposal

Approved SDR-78237	***Proposed 21-0531-SDR1***
One-story, 40-foot, 6,850 sf church	One-story, 40-foot, 9,600 sf church
One-story, 5,425 sf fellowship hall	One-story, 30-foot, 3,200 sf meeting room building
One-story, 2,350 sf office building	Courtyard with play area, plaza, stage and water feature
Two-story, 5,790 sf multipurpose building	
Courtyard with play area, plaza and stage	

The church sanctuary is proposed to be 4,080 square feet with a 2,000 square-foot gathering area. The remaining area will consist of administrative offices, kitchen facilities and restrooms. The accessory building will contain a nursery as well as five meeting rooms and storage areas. Space between the two buildings is designed as a courtyard with a play area, plaza, outdoor stage and water feature.

The Church/House of Worship use is permitted in the C-1 (Limited Commercial) zoning district as of right. Title 19 defines this use as “any building used for religious worship services, religious education and fellowship activities and programs of a religious organization. This use includes the use of the building and premises for other related activities, such as child care facilities, formal educational programs, preschool classes and recreational activities, but only when those activities are ancillary to the religious use and only after those uses have been approved by means of a use review or other procedure under LVMC Chapter 19.16. This use does not include any class of child care center, general education classroom or facility, thrift shop, homeless shelter or commercial activity.” Child care facilities indicated on the plans are ancillary to the religious use and are not intended to be advertised to the general public. The facilities

are expected to generally be in use on Sundays and mid-week, with administrative offices operating on weekdays. The site is adjacent to a bank and office development to the west and a shopping center to the south, also zoned C-1. Summerlin Parkway lies to the north and a detention basin lies to the east. The eastern portion of the site contains an easement reserved for NDOT right-of-way for Rainbow Boulevard and related improvements.

Access to the site is from one driveway on Westcliff Drive, which leads to parking on the west side of the site and an access drive with parking areas facing Rainbow Boulevard. Title 19.08.040 building placement standards require buildings on corner lots to be oriented to the corner and street fronts with parking and curb cuts located away from the corner. This is to provide an inviting, pedestrian-friendly environment along the street perimeter and to visually hide large parking areas from view. The applicant has requested a waiver of this requirement to allow the building to face the interior of the site with parking and access drives that wrap around the building. Staff notes that the building is located near the corner but oriented to the interior to accommodate a large courtyard area. The parking and access are primarily located to the side and away from the street fronts. The site is unique in that a portion of Rainbow Boulevard encumbers the eastern portion, as well as the fully improved Bonanza Trail and drainage improvements. In this case, it would be infeasible to orient the building to the corner given the current improvements. Staff therefore recommends approval of the waiver.

The site as proposed meets Title 19 setback, height and parking requirements. There are no residential dwellings directly adjacent to the site, but there are several homes south of Westcliff Drive that may be affected by future illuminated sign proposals (not part of this request).

Landscaping is required adjacent to areas proposed with this development and within the proposed parking lots. Areas marked “Future Development” or “Not a Part” will be subject to perimeter buffer landscaping and parking lot landscaping requirements through a separate Site Development Plan Review once those details have been provided. The buffer areas along Rainbow Boulevard and Westcliff Drive will feature 24-inch box Shoestring Acacia trees approximately every 20 feet with numerous five-gallon companion shrubs in accordance with Title 19 requirements. No waivers or exceptions of landscaping standards are necessary with this request.

A previously approved Petition to Vacate (VAC-78236) U.S. government patent easements in conflict with proposed development on this site expired April 15. 2021. The applicant has chosen not to file a new petition at this time; therefore, a condition of approval will require approval of a Vacation and recordation of an Order of Relinquishment of Interest prior to the issuance of permits.

The Clark County Department of Aviation has provided the following comments:

- Federal Aviation Regulations (Title 14, Part 77) and City of Las Vegas Municipal Code (Title 19) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure greater than 200 feet in height (§ 77.13(a)(1)) or that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway greater than 3,200 feet in length (§ 77.13 (a)(2)(i)). Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine whether the development requires obstruction marking or lighting.

- The proposed development will exceed the 100:1 notice requirement for the North Las Vegas Airport (VGT). Therefore, as required by 14 CFR Part 77, the FAA must be notified of the proposed construction or alteration. The applicant is required to file Form 7460-1, "Notice of Proposed Construction on Alteration" with the FAA.

- Applicant is advised that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments. Applicant is advised that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA.

- No structure greater than 35 feet in height shall be permitted to be erected or altered that would constitute a hazard to air navigation, or would result in an increase to minimum flight altitudes during any phase of flight, or would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.

A condition of approval has been added to address this issue.

The proposed Church/House of Worship development is compatible with adjacent commercial and residential development in the area. With exception of a building placement waiver which staff supports, the development conforms to Title 19 development standards. The proposed 40-foot tall building is appropriate with other buildings in the area, and the applicant has provided sufficient landscaping, creating an attractive commercial development. Staff therefore recommends approval, subject to conditions. If denied, the existing entitlement (SDR-78237) will remain active until April 15, 2022 unless an Extension of Time request is approved by the City Council.

FINDINGS (21-0531-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 Church/House of Worship development is compatible with surrounding development in the area, which includes a freeway to the northeast, a detention basin to the east and commercial uses to the south and west.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the SC (Service Commercial) land use designation and the policies of the General Plan, and generally conforms to Title 19 development standards. Staff supports a waiver of building placement standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is from Westcliff Drive, which is classified by the Master Plan of Streets and Highways as a Primary Arterial. The Traffic Engineering Division estimates the access design and anticipated use of the property would minimally impact traffic in this area.

4. Building and landscape materials are appropriate for the area and for the City;

Building materials, including painted plaster and metal panel exteriors, are appropriate for this area. The proposed landscape materials are suitable for the desert environment.

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 design characteristics of the submitted building elevations are attractive and will be harmonious and compatible with development in the area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Development of this site is subject to building permit review and inspection, thereby protecting the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/05/04	The City Council approved a request for Rezoning (ZON-3995) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 12.50 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive. The Planning Commission and staff recommended approval. The land was officially rezoned 07/01/09 through Ordinance #6046.
05/05/04	The City Council approved a request for a Site Development Plan Review (SDR-3997) for a proposed 40,649 square-foot Church/House of Worship and a 1,200 square-foot temporary modular building on 12.50 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive. The Planning Commission and staff recommended approval. The approval expired on 05/05/06.
06/07/06	The Planning Commission approved a request for an Extension of Time (EOT-13291) of an approved Rezoning (ZON-3995) from U (Undeveloped) [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) on 12.50 acres at the northwest corner of Rainbow Boulevard and Westcliff Drive. Staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/03/07	The City Council approved a request for a Site Development Plan Review (SDR-15747) for a proposed 31,126 square-foot Church/House of Worship and a waiver of perimeter landscaping requirements at the northwest corner of Rainbow Boulevard and Westcliff Drive. The Planning Commission recommended approval and staff recommended denial of the request. The approval expired on 10/03/09.
04/29/08	Code Enforcement processed a complaint (CE-65042) for illegal quarry work at the corner of Westcliff Drive and Rainbow Boulevard. The case was resolved on 10/01/08.
09/21/09	Code Enforcement processed a complaint (CE-81290) for a vacant lot on the corner of Westcliff Drive and Rainbow boulevard that appeared to be used for dirt and gravel storage, and was covered with trash and debris. The case was resolved on 09/21/09.
01/26/11	Code Enforcement processed a complaint (CE-97572) for numerous plastic advertising signs posted on street light poles, traffic signal poles, etc. at the corner of Westcliff Drive and Rainbow Boulevard. The case was resolved on 12/08/11.
07/09/13	The Planning Commission approved a request for a Site Development Plan Review (SDR-49466) for onsite improvements and landscaping for the development of a future church and commercial pads on 10 acres at the northwest corner of Westcliff Drive and Rainbow Boulevard. Staff recommended approval. The approval expired 07/09/19.
10/22/18	Code Enforcement processed a complaint (CE-194046) regarding an unpermitted trailer used as a residence on an undeveloped lot at the corner of Westcliff Drive and Rainbow Boulevard. The case was resolved on 01/11/19.
04/15/20	The City Council approved a Petition to Vacate (VAC-78236) U.S. Government Patent Easements at the northwest corner of Westcliff Drive and Rainbow Boulevard. The approval expired 04/15/21.
04/15/20	The City Council approved a request for a Site Development Plan Review (SDR-78237) for a proposed one-story, 14,625 square-foot Church/House of Worship including a fellowship hall and administration building; and a two-story, 5,790 square-foot multipurpose building with a Waiver to not orient the building to the corner where such is required on 10.00 acres at the northwest corner of Westcliff Drive and Rainbow Boulevard. The Planning Commission and staff recommended approval.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project (21-0531-SDR1) request FOR A PROPOSED 9,600 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP AND 3,200 SQUARE-FOOT MULTIPURPOSE BUILDING WITH A WAIVER TO NOT ORIENT THE BUILDING TO THE CORNER WHERE SUCH IS REQUIRED on 10.00 acres at the northwest corner of Westcliff Drive and Rainbow Boulevard (APN 138-27-802-004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen).

Most Recent Change of Ownership	
02/24/84	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/24/07	A building permit (#07002360) was issued for a 75-foot tall wireless communication facility monopalm with antennas at 6816 Westcliff Drive. A final inspection was approved 01/22/08.
	A building permit (#07002361) was issued for a wireless communication facility equipment shelter at 6816 Westcliff Drive. A final inspection was approved 01/30/08.
12/11/18	A building permit (C18-05355) was issued for demolition of a mobile home at 6814 Westcliff Drive. A final inspection was approved 01/11/19.

Pre-Application Meeting	
08/18/21	A pre-application meeting was held with the applicant to discuss submittal requirements for a Site Development Plan Review application. A comprehensive site plan was submitted for this meeting; however, due to uncertainty of future development, the applicant decided to move forward only with the initial phase of development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/07/21	The site is undeveloped with the exception of a Wireless Communication Facility (monopalm) along the west boundary. The site appears to have been cleared of native vegetation, and there are piles of dirt and gravel present. Drainage facilities are fully improved along the east side of the site and are enclosed by wrought iron and chain link fencing. The site is free of trash and debris.

Details of Application Request	
Site Area	
Gross Acres	10.00

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Wireless Communications Facility, Stealth Design	SC (Service Commercial)	C-1 (Limited Commercial)
North	Summerlin Parkway	Right-of-Way	U (Undeveloped)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Utility Installation, Other Than Listed (Detention Basin)	Right-of-Way	U (Undeveloped)
West	Financial Institution, General Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Las Vegas 2050 Master Plan Area: Charleston	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails (north side of Westcliff Drive) – Bonanza Trail (constructed)	Y
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	435,600 SF	N/A
Min. Lot Width	100 Feet	638 Feet	Y
Min. Setbacks			
• Front	10 Feet	69 Feet	Y*
• Side	10 Feet	273 Feet	Y
• Corner	10 Feet	46 Feet	Y*
• Rear	20 Feet	305 Feet	Y
Max. Lot Coverage	50 %	3 %	Y
Max. Building Height	N/A	40 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*Measured from the anticipated public right-of-way line or NDOT roadway easement.

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	N/A	N/A	0 Trees	N/A
• South	1 Tree / 20 Linear Feet	12 Trees	13 Trees	Y
• East	1 Tree / 20 Linear Feet	26 Trees	26 Trees	Y
• West	N/A	N/A	0 Trees	N/A
TOTAL PERIMETER TREES		**38 Trees**	**39 Trees**	**Y***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	40 Trees	40 Trees	Y

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 N/A 15 Feet 15 Feet N/A		 0 Feet 15 Feet 15 Feet 0 Feet	 N/A* Y Y N/A*
Wall Height	N/A		5 Feet along Rainbow Blvd and Westcliff Dr	Y

*Only trees within perimeter buffers adjacent to current development are required at this time. Remaining area along the perimeter marked “Future Development” or “Not a Part” will be required through a future Site Development Plan Review request.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Rainbow Blvd	Primary Arterial	Master Plan of Streets and Highways Map	150-180	Y*
Westcliff Dr	Primary Arterial	Master Plan of Streets and Highways Map	115-125	Y*

*The site is encumbered by approximately 60 feet of Westcliff Drive and 100 feet of Rainbow Boulevard, which are fully improved. In addition, the Bonanza Trail and drainage improvements are located within an NDOT easement on this site to the west of Rainbow Boulevard. Conditions of approval address the appropriate dedications of public right-of-way.

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	
Church/ House of Worship	4,080 sf in gathering room	One space per 100 sf of non-fixed seating area in gathering room	41				
TOTAL SPACES REQUIRED			41		152		Y
Regular and Handicap Spaces Required			39	2	146	6	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Buildings on corner lots should be oriented to the corner and to the street fronts (with parking to the interior and rear)	To not orient the proposed buildings to the corner	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

Project Address (Location) Northwest corner of Westcliff Drive and Rainbow Blvd.

Project Name King's Church Las Vegas **Proposed Use** Church

Assessor's Parcel #(s) 138-27-802-004 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information New church campus including parking and new buildings for Phase 1 of a multi-phase project.

Property Owner Twin Lakes Baptist Church d/b/a King's Church Las Vegas Contact Cindy McAlexander

Address 5700 Vegas Drive City Las Vegas State NV Zip 89108

E-mail office@kingschurchlv.com Phone 702-575-3710

Applicant King's Church Las Vegas Contact Cindy McAlexander

Address 5700 Vegas Drive City Las Vegas State NV Zip 89108

E-mail office@kingschurchlv.com Phone 702-575-3710

Representative JVC Architects Contact Jay Otado

Address 5385 Cameron St, Suite 15 City Las Vegas State NV Zip 89118

E-mail jotado@jvcarchitects.net Phone 702-871-3416

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 Ernest Calderon

State of Nevada, County of Clark

Subscribed and sworn before me

This 30th day of July, 20 21

_____

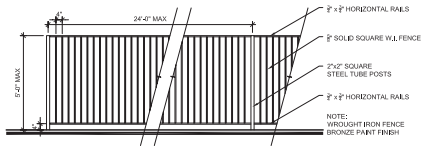
Notary Public in and for said County and State

BECKY BROWN
Notary Public, State of Nevada
Appointment No. 01-70764-1
My Appt. Expires Sep 24, 2021

21-0531
08/27/2021

PROJECT DATA

APN:	138-27-802-004
ADDRESS:	6814 WESTCLIFF DR. LAS VEGAS, NV
ZONE:	C1
ESTIMATED LOT SIZE:	10 ACRES
PARKING CALCULATION:	1 PER 100 SQ FT
	SANCTUARY AREA = 4,080 SF / 100 = 41 SPACES.
	REQUIRED = 41 SPACES (2 H.C. REQUIRED PER TITLE 19)
	PROVIDED = 152 SPACES (6 H.C.)



SITE FENCE ELEVATION

SITE PLAN

21-0531
08/27/2021

JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
PH 702.871.3416
WWW.JVCARCHITECTS.NET

KING'S CHURCH LAS VEGAS

NW CORNER OF WESTCLIFF DR & RAINBOW BLVD
LAS VEGAS, NV

☐ 2103-TLBC-SD
☐ 07.13.21
☐

☐ SITE PLAN
☐ AS1
☐ SCHEMATIC DESIGN



PLANTING LEGEND - TREES

SYMBOLS MAY BE ROTATED IN PLAN

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	MIN. SIZE H X W X CAL.	REMARKS
	00	24" BOX	CHILOPSIS 'BUBBA'	HYBRID DESERT WILLOW	8' X 4' X 1"	STANDARD TRUNK
	00	24" BOX	RHUS LANCEA	AFRICAN SUMAC	6' X 4'	MULTI-TRUNK
	00	24" BOX	PARKINSONIA 'DESERT MUSEUM'	DESERT MUSEUM PALO VERDE	8' X 3' X 1"	STANDARD TRUNK
	00	24" BOX	PISTACIA CHINENSIS 'RED PUSH'	RED PUSH PISTACHE	8' X 3' X 1"	STANDARD TRUNK ENHANCED
	00	24" BOX	PINUS ELDARICA	AFGHAN PINE	8' X 3' X 1.5"	STANDARD TRUNK
	00	24" BOX	ACACIA STENOPHYLLA	SHOESTRING ACACIA	8' X 3' X 1"	STANDARD TRUNK
	00	24" BOX	CUPRESSUS SEMPERVIRENS	ITALIAN CYPRESS	8' X 2' X 1"	STANDARD TRUNK

PLANTING LEGEND - SHRUBS, GROUNDCOVERS, AND GRASSES

SYMBOL	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	MIN. SIZE	NOTES
	00	5 GALLON	LEUCOPHYLLUM L. 'RIO BRAVO'	RIO BRAVO TEXAS SAGE	FULL	-
	00	5 GALLON	SENNA NEMOPHILA	GREEN DESERT CASSIA	FULL	-
	00	5 GALLON	LANTANA 'NEW GOLD'	NEW GOLD LANTANA	FULL	-
	00	5 GALLON	HESPERALOE PARVIFLORA	RED YUCCA	FULL	-
	00	5 GALLON	EREMOPHILA 'BLUE BELLS'	BLUE BELLS EMU BUSH	FULL	-
A	00	5 GALLON	EREMOPHILA G. 'MINGENEW GOLD'	SUNRISE EMU BUSH	FULL	-
	00	5 GALLON	ROSMARINUS 'PROSTRATUS'	TRAILING ROSEMARY	FULL	-
	00	5 GALLON	RHAPHIOLEPIS INDICA 'PINK LADY'	PINK LADY HAWTHORN	FULL	ENHANCED

PLACE 2" DEPTH OF 3/4" SCREENED 'VISTA GOLD' ROCK MULCH FROM VISTA LANDSCAPE SUPPLY IN ALL ON-SITE LANDSCAPE PLANTERS, EXCEPT WHERE OTHERWISE NOTED.

PLACE 1.5" DEPTH OF 1/2" SCREENED 'VISTA GOLD' ROCK MULCH FROM VISTA LANDSCAPE SUPPLY IN FUTURE DEVELOPMENT AREA FOR DUST REDUCTION. NO PLANTS IN THIS AREA.

EXISTING LANDSCAPE / DRAINAGE CHANNEL AREAS BY OTHERS NOT A PART.

PLAYGROUND AREA. STRUCTURE TDB

NOTES:
1. ALL TREES WITHIN 6' O' HARDSCAPE, OR BUILDINGS SHALL BE PLANTED WITH ROOT BARRIERS.
2. ALL PLANTS WITH THE NOTATION "ENHANCED" SHALL USE THE ENHANCED BACKFILL MIX.
3. QUANTITIES SHOWN IN LEGEND ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL INSTALL ALL PLANT MATERIAL GRAPHICALLY DEPICTED ON PLAN.
4. CONTRACTOR SHALL CALL "CALL BEFORE U DIG" FOR UTILITY LOCATIONS.
5. ALL CONFLICT BETWEEN PLANT MATERIAL AND UTILITIES SHALL BE RESOLVED BY THE OWNER'S REP.
6. KEEP ALL PLANT MATERIAL 6' CLEAR OF FIRE HYDRANTS.
7. KEEP ALL TREES 10' CLEAR OF STREETLIGHTS.
8. ALL TREES PLANTED WITHIN 5' OF A PERIMETER WALL, SIDEWALK, STREET OR PUBLIC UTILITY EASEMENT ADJACENT TO A STREET SHALL BE PLANTED WITH A ROOT SHIELD.

JVC ARCHITECTS
JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
PH 702.871.3416
WWW.JVCARCHITECTS.NET

KING'S CHURCH LAS VEGAS

NW CORNER OF WESTCLIFFC DR. and RAINBOW BLVD.
LAS VEGAS, NEVADA

2103-TLBC-SD
07.13.21

21-0531
08/27/2021

John Jones Landscape Architect PLLC
8275 S Eastern Avenue
Suite 200
Las Vegas, NV 89123
702.403.4320

LANDSCAPE PLAN
LP-1
SCHEMATIC DESIGN



= 04 = NORTH ELEVATION



= 03 = EAST ELEVATION



= 02 = SOUTH ELEVATION



= 01 = WEST ELEVATION

KING'S CHURCH
LAS VEGAS

METAL PANEL 1
ACCENT COLOR

METAL PANEL 2
ACCENT COLOR

PLASTER SYSTEM
FIELD COLOR - WHITE

SINGLE PLY
ROOF SYSTEM
WHITE - COOL ROOF

JVC
ARCHITECTS

JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
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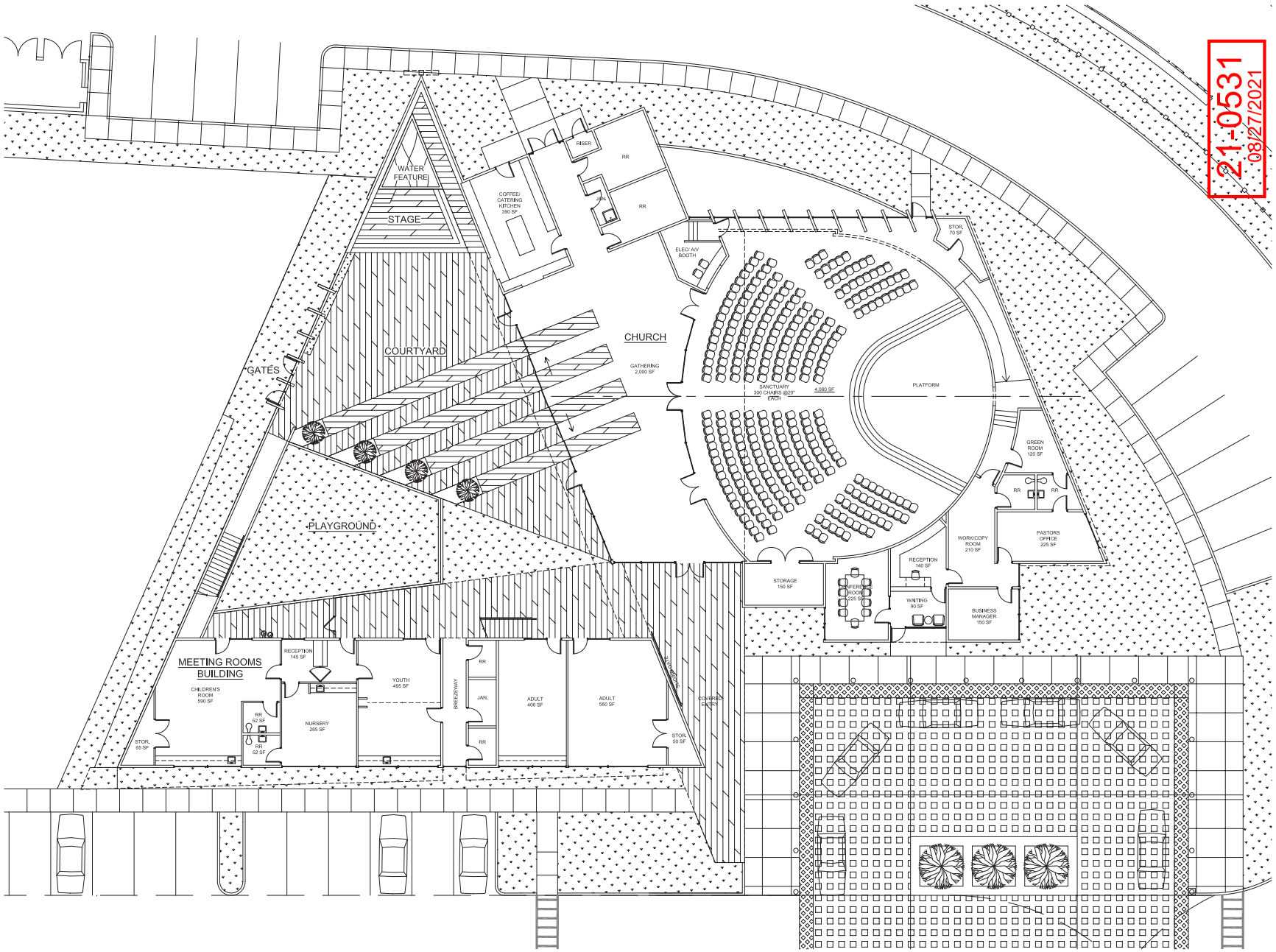
KING'S CHURCH LAS VEGAS

NW CORNER OF WESTCLIFF DR & RAINBOW BLVD
LAS VEGAS, NV

☐ 2103-TLBC-SD
☐ 07.13.21
☐

21-0531
08/27/2021

☐ ELEVATION
☐ A2
☐ SCHEMATIC DESIGN



FLOOR PLAN

NORTH

0' 8' 16' 24'

Scale: 1/8" = 1'-0"

TOTAL AREA:	
CHURCH	9,600 SF
MEETING ROOMS	3,200 SF
TOTAL	12,800 SF

21-0531
08/27/2021

JVC ARCHITECTS

JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
PH 702.871.3416
WWW.JVCARCHITECTS.NET

KING'S CHURCH LAS VEGAS

NW CORNER OF WESTCLIFF DR & RAINBOW BLVD
LAS VEGAS, NV

2103-TLBC-SD
07.13.21

FLOOR PLAN
A1.01
SCHEMATIC DESIGN



= 04 = NORTH ELEVATION



= 03 = EAST ELEVATION



= 02 = SOUTH ELEVATION



= 01 = WEST ELEVATION

KING'S CHURCH
LAS VEGAS

METAL PANEL 1
ACCENT COLOR

METAL PANEL 2
ACCENT COLOR

PLASTER SYSTEM
FIELD COLOR - WHITE

SINGLE PLY
ROOF SYSTEM
WHITE - COOL ROOF

JVC
ARCHITECTS

JVC ARCHITECTS
5385 CAMERON ST., STE 15
LAS VEGAS, NV 89118
PH 702.871.3416
WWW.JVCARCHITECTS.NET

KING'S CHURCH LAS VEGAS

NW CORNER OF WESTCLIFF DR & RAINBOW BLVD
LAS VEGAS, NV

☐ 2103-TLBC-SD
☐ 07.13.21
☐

21-0531
08/27/2021

☐ ELEVATION
☐ A2
☐ SCHEMATIC DESIGN



21-0531-SDR1 - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH
NORTHWEST CORNER OF WESTCLIFF DRIVE AND RAINBOW BOULEVARD

09/07/2021



21-0531-SDR1 - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH
NORTHWEST CORNER OF WESTCLIFF DRIVE AND RAINBOW BOULEVARD

09/07/2021



21-0531-SDR1 - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH
NORTHWEST CORNER OF WESTCLIFF DRIVE AND RAINBOW BOULEVARD

09/07/2021



21-0531-SDR1 - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH
NORTHWEST CORNER OF WESTCLIFF DRIVE AND RAINBOW BOULEVARD

09/07/2021



21-0531-SDR1 - APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH
NORTHWEST CORNER OF WESTCLIFF DRIVE AND RAINBOW BOULEVARD

09/07/2021

KING'S CHURCH
LAS VEGAS

August 5, 2021

Planning Department
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

To Whom It May Concern:

This letter is the justification letter for the King's Church Las Vegas design review.

The applicant, Twin Lakes Baptist Church d/b/a King's Church Las Vegas, would like to request a Design Review for a new church campus that includes a new parking lot with a monument sign facing the corner of Rainbow Blvd. and Westcliff Dr., a new one story 9,600 sq. ft. Church and a new one story 3,200 sq. ft. Meeting Rooms Building. It is located on a 10-acre site (APN 138-27-802-004) at the northwest corner of Rainbow Boulevard. and Westcliff Drive. The site is zoned C1 and is compatible with this use.

The owners are requesting this as a new design review submittal to replace the previously approved design review, case number SDR-78237.

The facilities will be used for religious purposes with the following anticipated usage:

Worship Center & Meeting Rooms Building (Sunday mornings and mid-week Bible studies)
Administration Office Area (Monday-Friday from 8 am to 4 pm)

The parking calculations under Title 19 shows the required parking for the church is 41 parking spaces (1 per 100sf). The site plan shows the campus providing 152 parking spaces.

The project is applying means of sustainable construction by being aware of building orientation and minimizing window exposures in the west, east, and south facades thru the use of window shades and narrow windows. The color palate is white stucco with terra cotta accent metal panels and white single ply roof systems.

There will be no LEED or other equivalent standards on this project. There will be no alternative energy sources on this project. There are no issues with the Urban Forestry Initiative, no bicycle parking, and no electric vehicle charging stations.

JVC Architects along with King's Church Las Vegas respectfully request your approval for this project. Please contact our office with any questions or comments.

Sincerely,

Pastor Adam Mallette

21-0531
08/27/2021

5700 VEGAS DRIVE | LAS VEGAS, NV 89108 | 702.648.5864
pastor@kingschurchlv.com

CITY OF LAS VEGAS
PLANNING COMMISSION AND CITY COUNCIL
RECOMMENDATIONS / COMMENTS

FROM:	**CLARK COUNTY DEPARTMENT OF AVIATION**
APPLICATION NUMBERS:	**21-0531-SDR1**
PROJECT:	**CHURCH/HOUSE OF WORSHIP**
LOCATION:	**138-27-802-004**
MEETING DATES:	**NOVEMBER 9, 2021, PLANNING COMMISSION & DECEMBER 15, 2021, CITY COUNCIL**

COMMENTS:

Federal Aviation Regulations (14 CFR, Part 77) and City of Las Vegas Code (Section 19.10.080) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway or for any structure greater than 200 feet in height. Such notification allows the FAA to determine what impact, if any, the proposed development will have upon aircraft operations, and allow the FAA to determine whether the development should be obstruction marked or lighted.

The proposed development would exceed the 100:1 notification requirement or is greater than 200 feet in height.

- **Applicant is required to file FAA form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA,**

- Applicant is advised that FAA's airspace determinations (the outcome of filing the FAA Form 7460-1) are dependent on petitions by any interested party and the height that will not present a hazard as determined by the FAA may change based on these comments. Applicant is advised that the FAA's airspace determinations include expiration dates and that separate airspace determinations will be needed for construction cranes or other temporary equipment.

- No building permits should be issued until applicant provides evidence that a "Determination of No Hazard to Air Navigation" has been issued by the FAA.

- No structure greater than 35' in height shall be permitted to be erected or altered that would constitute a hazard to air navigation, or would result in an increase to minimum flight altitudes during any phase of flight, or would otherwise be determined to pose a significant adverse impact on airport or aircraft operations.

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: **21-0531-SDR1**

SUBJECT: **APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***DECEMBER 15, 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, DECEMBER 14, 2021.***

Signature

12/8/2021
Date

ADAM MALLETTE
Please Print Name

PASTOR, KING'S CHURCH
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEM #26
RECEIVED 12.09.21
12.15.21 CC MEETING

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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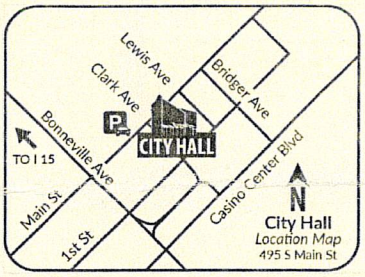

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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office 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.

21-0531-SDR1

City Council Meeting of **12/15/2021**

21-0531-SDR1
13827810007
OVER THE THRESHOLD INC
5841 E CHARLESTON BLVD # 230-276
LAS VEGAS NV 89142-1021

121 JRDFMP1 89142

Submitted after final agenda

Date 12/13/2021 Item 26

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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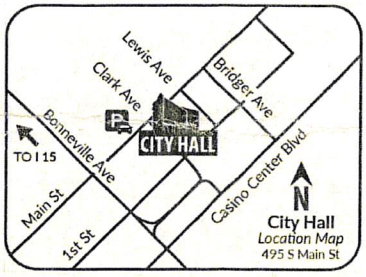

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

City Council Meeting of **12/15/2021**

21-0531-SDR1
13834521008
BAILES LISA J
200 NUNCA ST
LAS VEGAS NV 89107-2448

97 JRDFNP1 89107

Submitted after final agenda
#26 w/

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: 21-0531-SDR1

SUBJECT: APPLICANT: KING'S CHURCH LAS VEGAS - OWNER: TWIN LAKES BAPTIST CHURCH

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 9, 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, NOVEMBER 8, 2021.***

Signature

11/3/2021
Date

ADAM MALLETTE
Please Print Name

PASTOR, KINGS CHURCH LAS VEGAS
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda
ITEM 9
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11/08/21

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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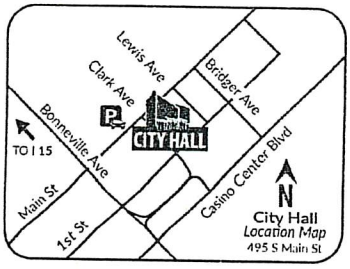

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13827810007
OVER THE THRESHOLD INC
5841 E CHARLESTON BLVD # 230-276
LAS VEGAS NV 89142-1021

121 HRDFNP1 89142

Submitted after final agenda

9p

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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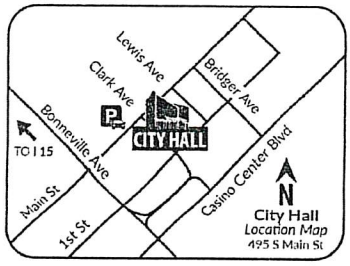
City of Las Vegas



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13827810111
JOHNSON GEORGE E III & EILEEN P
233 CARACAS DR
LAS VEGAS NV 89145-0135

53 HRDFNP1 89145

9p

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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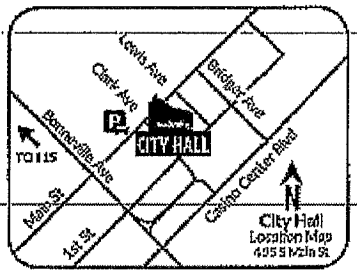

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13834501005
J & S & SONS LTD
5960 S JONES BLVD
LAS VEGAS NV 89118

9 P

11/2/2021 02:10 PM TO:17024647499 FROM:7023881010 Page: 2

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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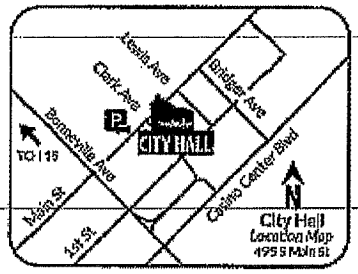

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Dept of Planning
City of Las Vegas

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NOV 01 2021

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13834501009
J & S & SONS LTD
5960 S JONES BLVD
LAS VEGAS NV 89118

9P

11/2/2021 02:10 PM TO:17024647499 FROM:7023861010 Page: 3

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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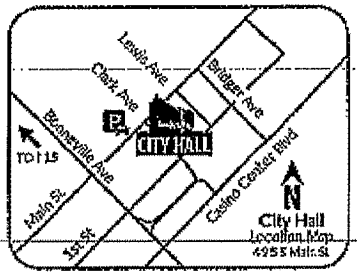

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13834501004
J & S & SONS LTD
5960 S JONES BLVD
LAS VEGAS NV 89118

9p

11/2/2021 02:10 PM TO:17024647499 FROM:7023881010 Page: 4

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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City of Las Vegas

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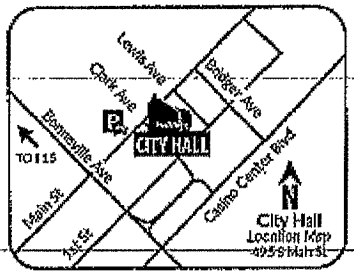
NOV 01 2021



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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.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13834501006
J & S & SONS LTD
5960 S JONES BLVD
LAS VEGAS NV 89118

9P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

RECEIVED
NOV 09 2021
Dept of Planning
City of Las Vegas

PRSRT
FIRST CLASS MAIL
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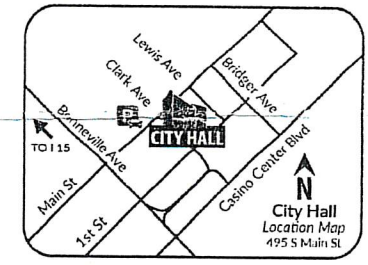
PAID
Las Vegas, NV
Permit No. 1630



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0531-SDR1

Planning Commission Meeting of **11/09/2021**

21-0531-SDR1
13834512024
HAYES JIM & JEAN TRUST
HAYES JAMES C & JEANIE M TRS
6912 CORTEZ CT
LAS VEGAS NV 89145-5315

We would rather see a church on this lot than any of the other suggestions given us for it's use. Jim & Jean Hayes

59 HRDFNP1 89145

9A

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
27

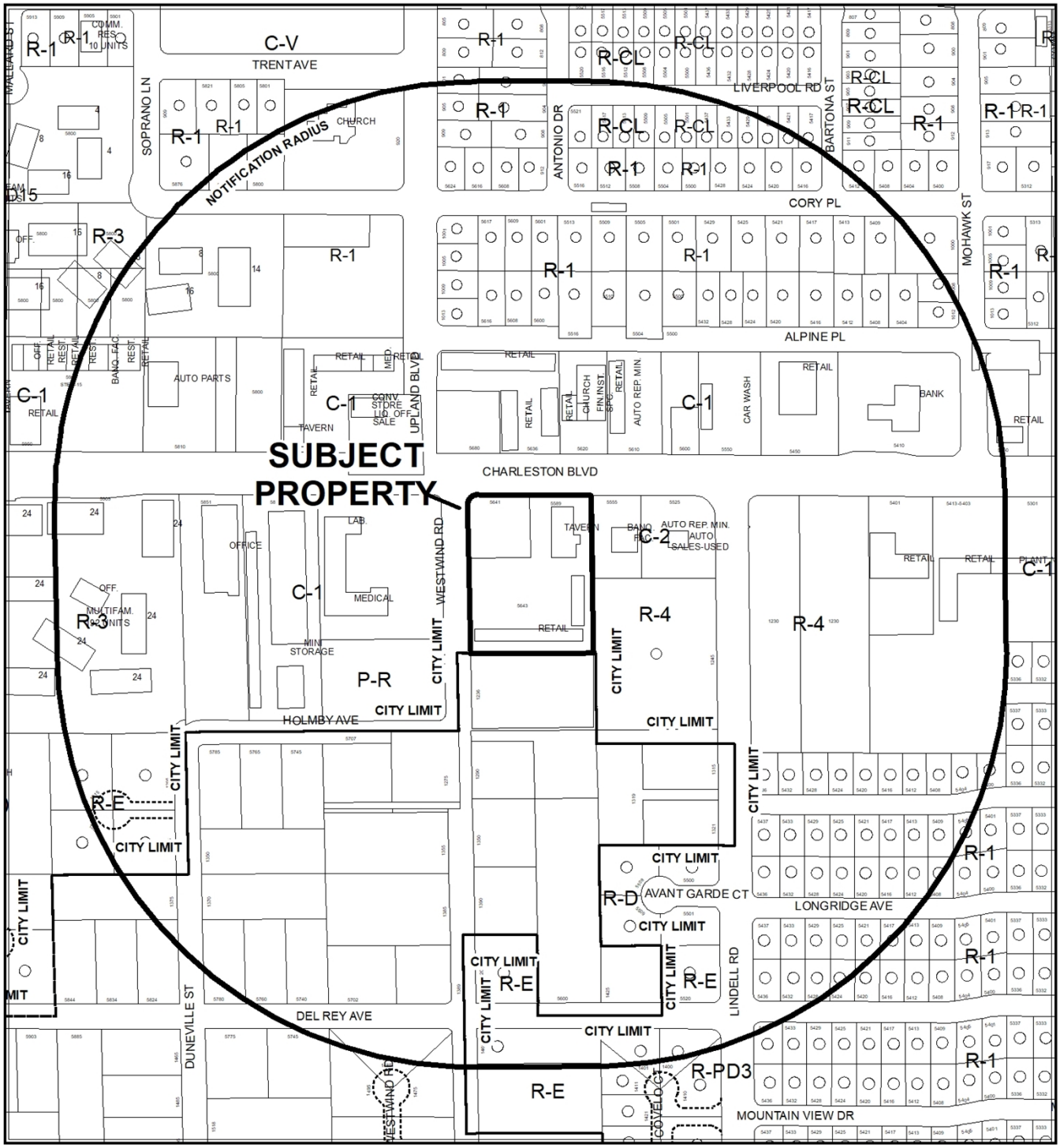
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0562-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: LDR PARTNERS - For possible action on a Land Use Entitlement project request for a REVIEW OF CONDITION OF APPROVAL NUMBER FIVE (5) OF SITE DEVELOPMENT PLAN REVIEW (SDR-78460) WHICH STATES, "THE EXISTING SCREEN WALLS ON THE EAST AND SOUTH PROPERTY LINES SHALL BE DEMOLISHED AND CONSTRUCTED IN ACCORDANCE WITH TITLE 19" on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Road (APNs 163-01-103-001 and 004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). 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	2

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. City Council Approval Letter - SDR-78460 [PRJ-78379]
7. Support Postcards
8. Submitted after Final Agenda - Executed Condition Confirmation Documentation



CASE: **21-0562-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **21-0562-ROC1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LDR PARTNERS

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0562-ROC1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 438 (By City Clerk)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

21-0562-ROC1 CONDITIONS

Planning

1. Condition of Approval number five (5) of SDR-78460 shall be removed.

2. Conformance to all other approved conditions for Site Development Plan Review (SDR-78460), Variance (20-023-VAR1) and all other site-related actions as required by the Department of Planning and Department of Public Works, except as amended herein.

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.

Public Works

6. Site development to comply with all other applicable previous conditions of approval for SDR-78460 and all other site related actions.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting for Condition of Approval Number Five (5) of Site Development Plan Review (SDR-78460) to be removed in association with the redevelopment of the southeast corner of Charleston Boulevard and Westwind Road.

ISSUES

- Condition of Approval number five (5) of Site Development Plan Review (SDR-78460) states, "the existing screen walls on the east and south property lines shall be demolished and constructed in accordance with Title 19."
- On October 13, 2020 the Planning Commission approved a request for a Variance (20-0023-VAR1) to allow an existing 10-foot tall perimeter wall adjacent to the south property line where eight feet is the maximum allowed at the southeast corner of Charleston Boulevard and Westwind Road.
- During a routine field check performed on 09/30/21 staff observed exposed rebar on the top of the subject wall.

ANALYSIS

On May 20, 2020 the City Council approved a Site Development Plan Review (SDR-78460) or a proposed 10,010 square-foot retail development with Waivers of the perimeter landscape buffer requirements and to allow the south façade to not be designed and treated coherently where all sides of the building are required on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Drive. During this application process, staff observed a perimeter wall adjacent to the south property line of the proposed development that exceeded the maximum allowed height of eight feet. In addition to the excessive height, staff also observed the wall appeared to be heightened in various phases and may not be structurally sound. The perimeter wall adjacent to the east property line was also in disrepair with missing block and areas of damage visible to the naked eye. Due to the staff concerns of the structural soundness of the existing perimeter walls, staff added Condition of Approval number five (5) to Site Development Plan Review (SDR-78460) that stated, "the existing screen walls on the east and south property lines shall be demolished and constructed in accordance with Title 19."

As a result of this condition, the applicant submitted for a Variance (20-0023-VAR1) to allow an existing 10-foot tall perimeter wall where eight feet is the maximum allowed to be heard by the Planning Commission on October 13, 2020. As part of that application submittal, the applicant submitted a justification letter date stamped 07/24/20 which stated "a structural engineer has noted that if this existing wall is fortified with brick pilasters every ten feet, he could certify the wall is structurally sound." The justification letter also noted the adjoining property to the south is utilizing the subject wall as one of the walls for their garage. The demolition of this wall would negatively impact the adjoining property by partially demolishing their garage as well. As a result, the Planning Commission approved the requested Variance with Condition of Approval number five (5) that states, "any existing visible steel rebar shall be removed."

With the overall height of the existing wall approved via a Variance (20-0023-VAR1), the applicant is now requesting a Review of Condition to have Condition of Approval number five (5) of Site Development Plan Review (SDR-78460) to be removed. Due to the approved Conditions of Approval for Variance (20-0023-VAR1) which include to remove the existing exposed rebar, and for all necessary building permits to be obtained for the subject wall, staff is able to support the requested Review of Condition.

FINDINGS

Staff finds the requested Review of Condition to be justified as the Planning Commission has approved a Variance for the existing wall height to remain as constructed; therefore, staff is recommending approval of the requested Review of Condition.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/06/97	The City Council approved a request for a Special Use Permit (U-0107-97) for a Secondhand Dealer at 5643 West Charleston Boulevard. The Planning Commission recommended approval.
01/06/98	The Board of Zoning Adjustment approved a request for a Variance (V-0109-97) to allow 110 parking spaces where 168 are required.
03/22/99	The City Council approved a request for a Special Use Permit (U-0003-99) for a Secondhand Dealer at 5643 West Charleston Boulevard. The Planning Commission recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/20/20	The City Council approved a request for a Rezoning (ZON-78454) from U (Undeveloped) [MXU (Mixed Use) General Plan Designation)] to C-1 (Limited Commercial) on 0.52 acres at the southeast corner of Charleston Boulevard and Westwind Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Variance (VAR-78455) to allow 74 parking spaces where 128 are required on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Variance (VAR-78456) to allow an eight-foot Residential Adjacency Setback for a trash receptacle where 50 feet is required and a 21-foot Residential Adjacency Setback for a building where 63 feet is required on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Drive. The Planning Commission recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-78460) for a proposed 10,010 square-foot Retail Development with Waivers of the perimeter landscape buffer requirements and to allow the south facade to not be designed and treated coherently where all sides of the building are required on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Drive. The Planning Commission recommended approval.
03/09/21	The Planning Commission approved a request for a Tentative Map (20-0381-TMP1) for a one-lot commercial subdivision on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Road.
10/13/20	The Planning Commission approved a request for a Variance (20-0023-VAR1) to allow an existing 10-foot tall perimeter wall where eight feet is the maximum allowed on 2.06 acres at the southeast corner of Charleston Boulevard and Westwind Road. Staff recommended denial.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project (21-0562-ROC1) request for a REVIEW OF CONDITION OF APPROVAL NUMBER FIVE (5) OF SITE DEVELOPMENT PLAN REVIEW (SDR-78460) WHICH STATES, "THE EXISTING SCREEN WALLS ON THE EAST AND SOUTH PROPERTY LINES SHALL BE DEMOLISHED AND CONSTRUCTED IN ACCORDANCE WITH TITLE 19" on 2.58 acres at the southeast corner of Charleston Boulevard and Westwind Road (APNs 163-01-103-001 and 004), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen).

Most Recent Change of Ownership	
03/01/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
PRE 1988	A business license (L16-00184) was issued for liquor at 5589 West Charleston Boulevard. The license is active as of 09/29/21.
	A business license (G01-01123) was issued for gaming at 5589 West Charleston Boulevard. The license is active as of 09/29/21.
	A business license (C08-01212) was issued for a coin operated machine at 5589 West Charleston Boulevard. The license is active as of 09/29/21.
	A business license (R09-00237) was issued for a restaurant at 5589 West Charleston Boulevard. The license is active as of 09/29/21.
05/30/01	A business license (C05-02106) was issued for cigarette sales at 5589 West Charleston Boulevard. The license is active as of 09/29/21.
12/30/14	A business license (G62-10320) was issued for a bakery at 5643 West Charleston Boulevard, Suite 11. The license is active as of 09/29/21.
06/09/15	A business license (G63-03894) was issued for appliance repair at 5643 West Charleston Boulevard, Suite 2. The license is active as of 09/29/21.
03/03/16	A business license (G64-01212) was issued for a convenience store at 5643 West Charleston Boulevard, Suite 14. The license is delinquent as of 09/29/21.
	A business license (G64-01214) was issued for tobacco sales at 5643 West Charleston Boulevard, Suite 14. The license is active as of 09/29/21.
06/22/16	A business license (G64-04321) was issued for an ATM at 5589 West Charleston Boulevard. The license is active as of 09/29/21.
06/03/20	A business license (G68-03219) was issued for an automated teller machine (ATM) at 5643 West Charleston Boulevard, Suite 11. The license is active as of 09/29/21.
06/09/21	A building permit application (L21-01115) was submitted for offsite civils including remove existing dustpan driveways, construct new curb and gutter, sidewalk, commercial driveways as well as onsite construction of a new retail building and onsite parking and drive isles at the southeast corner of Charleston Boulevard and Westwind Road. The application is in the review stage as of 10/20/21and no building permits have been issued.
06/30/21	A master building permit application (PRC21-00093) was submitted for a new retail store, new trash enclosure, site lighting and site improvements at 5643 West Charleston Boulevard. The application is in the review stage as of 10/20/21 and no building permits have been issued.
09/24/21	A building permit (C21-03780) to demolish an entire building (suites 1 through 15) at 5643 West Charleston Boulevard. The permit is active as of 09/29/21.

Pre-Application Meeting	
09/01/21	Staff provided the applicant a submittal checklist for the requested Review of Condition application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/21	Staff performed a routine field check to observe the subject walls. Staff noted the wall adjacent to the eastern property line was repaired, but the portion of the perimeter wall adjacent to the southern property line still contained the exposed rebar noted during the site visit performed in association with Site Development Plan Review (SDR-78460) in 2020.

Details of Application Request	
Site Area	
Net Acres	2.58

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Liquor Establishment (Tavern) General Retail Store, Other Than Listed	TOC-1 (Transit Oriented Corridor – 1)	C-1 (Limited Commercial)
North	Undeveloped Land General Retail Store, Other Than Listed	TOC-1 (Transit Oriented Corridor – 1)	C-1 (Limited Commercial)
South	Single Family, Detached	RN (Rural Neighborhood) Clark County	R-E (Rural Estates Residential District) Clark County

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Undeveloped Land	TOC-1 (Transit Oriented Corridor – 1)	C-2 (General Commercial) / R-E (Residence Estates)
	Banquet Facility		
West	Office, Medical or Dental	TOD-1 (Transit Oriented development – 1)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area 2	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Review of Conditions

Project Address (Location) 5643 W Charleston

Project Name Charleston Westwind Review of Conditions **Proposed Use** _____

Assessor's Parcel #(s) 163-01-103-004 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner LDR Partners Contact Macie Hertoghe

Address 3775 N Freeway Suite 101 City Sacramento State CA Zip 95834

E-mail mhertoghe@rcpfuel.com Phone 916-371-4960 x1027

Applicant Dapper Development Contact John Curran

Address 985 White Drive #100 City Las Vegas State NV Zip 89119

E-mail john@dapperdevelopment.com Phone 702-733-3622 x59

Representative same as applicant Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature L P Robinson

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Len Robinson, Managing Member

21-0562
09/15/2021

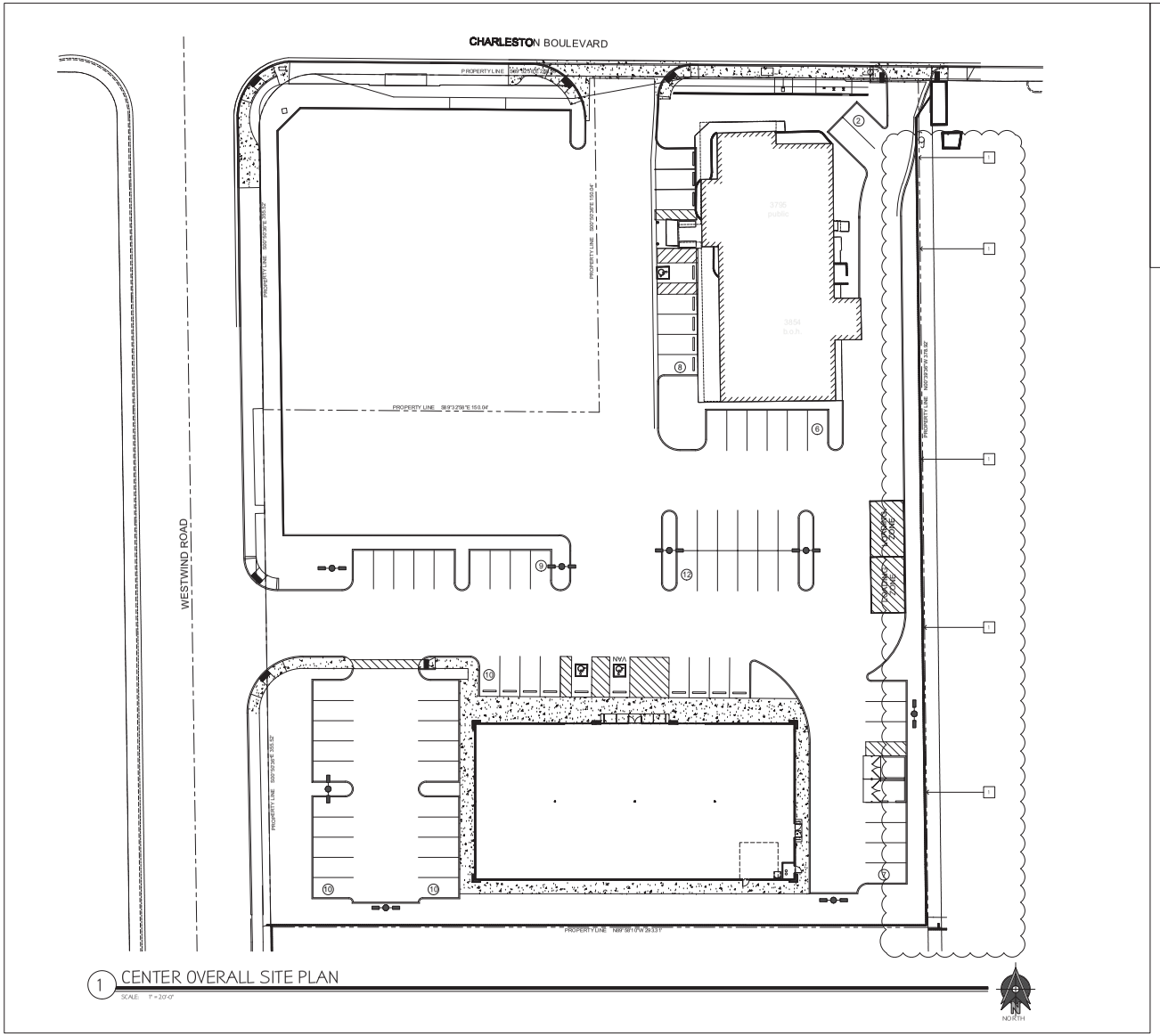
Subscribed and sworn before me

This 8th day of September, 20 21

Elizabeth Wielatz Sacramento County, Calif.

Notary Public in and for said County and State

ELIZABETH WIELATZ
COMM. #2330285
Notary Public - California
Sacramento County
My Comm. Expires July 12, 2024



1 CENTER OVERALL SITE PLAN

SCALE: 1" = 20'-0"

KEYNOTES

1 EXISTING SITE WALL TO REMAIN +/- 2 FEET HIGH

21-0562
09/15/2021

LOGO:

DAPPER
BUILDING COMPANY
LICENSE NO. 84672
985 WHITE DRIVE # 100
LV NV 89119
dapperdevelopment.com
PH 702.733.3622

consultant:

This document, including the ideas and designs it contains, is an instrument of professional services rendered by the minds of Dapper Development Company. This document may not be used or copied in whole, or in part, for any purpose other than this specific project without the expressed written consent of Dapper Development.

NO.	DESCRIPTION	BY	DATE

STATUS:
PERMIT SET

PROJECT:
DOLLAR TREE
CHAR/WESTWIND
APN: 163-01-103-004
5643 W CHARLESTON BLVD
LAS VEGAS NV 89146

SCALE:	DATE:
AS NOTED	05.25.21
DRAWN BY:	CHECKED BY:
PABjr	JD
PROJECT NO:	SCOPE:
02021.WN	DEVELOPMENT

CONTRACTOR:
These plans are prepared by the Contractor as an exemption to N.R.S.623.00 for the work under the Contractors license category authorized under N.R.S. 624

DAPPER BUILDING COMPANY, LLC
Company Name

J. DAPPER
Contractor Representative

84672
Contractor License No.

Pierre A Burton Jr.
Plans Prepared by

Signature

sheet no:

SP1

SITE DETAILS



21-0562
09/15/2021


21-0562
09/15/2021
Google



21-0562-ROC1 - APPLICANT/OWNER: LDR PARTNERS
SOUTHEAST CORNER OF CHARLESTON BOULEVARD AND WESTWIND ROAD

09/30/2021



21-0562-ROC1 - APPLICANT/OWNER: LDR PARTNERS
SOUTHEAST CORNER OF CHARLESTON BOULEVARD AND WESTWIND ROAD

09/30/2021



21-0562-ROC1 - APPLICANT/OWNER: LDR PARTNERS
SOUTHEAST CORNER OF CHARLESTON BOULEVARD AND WESTWIND ROAD

09/30/2021



21-0562-ROC1 - APPLICANT/OWNER: LDR PARTNERS
SOUTHEAST CORNER OF CHARLESTON BOULEVARD AND WESTWIND ROAD

09/30/2021

DAPPER COMPANIES

September 15, 2021

Seth Floyd

City of Las Vegas - Planning

495 S Main Street

Las Vegas, NV 89101

Re: JUSTIFICATION LETTER FOR A VARIANCE- 5643 W Charleston Blvd (APN 163-01-103-004)

Dear Mr. Floyd:

Please accept this as an official justification letter regarding a Variance for an nonconforming perimeter wall in a retail center at 5643 W Charleston Blvd/Las Vegas, NV 89146, (Ward 1, Knudsen). The 2.06 acre parcel is zoned C-1 (APN 163-01-103-004).

Corresponding PRJ-78379 included an SDR, VAR and ZON for a redevelopment project which was approved at City Council on May 20, 2020. The Conditions of Approval for SDR-78460 required the demolition and construction of a new wall on the eastern perimeter. This existing retail center has operated with the existing perimeter wall to the east for several decades, bordering a vacant residentially zoned lot and existing commercial property. Upon further investigation and construction budgeting, it has become evident that this condition places a major financial burden on the infill redevelopment project, and we do not understand the value in the requirement. We intend to paint the existing wall to match the aesthetic of the rest of the project and respectfully request this condition be reconsidered.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John Curran, SVP of Development

21-0562
09/15/2021

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

MICHELE FIORE
Mayor Pro Tem

STAVROS S. ANTHONY
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DÍAZ

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER

333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106

702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

May 21, 2020

Ms. Macie Hertoghe
LDR Partners
3775 North Freeway, Suite #101
Sacramento, California 95834

RE: SDR-78460 [PRJ-78379] - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-78454, VAR-78455 AND VAR-78456 CITY COUNCIL MEETING OF MAY 20, 2020

Dear Ms. Hertoghe:

The City Council at a regular meeting held on May 20, 2020 voted to ***APPROVE*** a request for a Site Development Plan Review FOR A PROPOSED 10,010 SQUARE-FOOT RETAIL DEVELOPMENT WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER REQUIREMENTS AND TO ALLOW THE SOUTH FACADE TO NOT BE DESIGNED AND TREATED COHERENTLY WHERE ALL SIDES OF THE BUILDING ARE REQUIRED on 0.52 acres at the southeast corner of Charleston Boulevard and Westwind Drive (APNs 163-01-103-001 and 004), U (Undeveloped) [MXU (Mixed Use) General Plan Designation)] [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Knudsen) [PRJ-78379].

This approval is subject to the following amended conditions:

Planning

1. Approval of Rezoning (ZON-78454); and approval of and conformance to the Conditions of Approval for Variance (VAR-78455) and Variance (VAR-78456) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 04/27/20, and building elevations, date stamped 02/24/20, except as amended by conditions herein.

4. Three handicap parking stalls shall be provided in accordance with Title 19.

21-0562
09/01/2021

5. The existing screen walls on the east and south property lines shall be demolished and constructed in accordance with Title 19.

6. The shipping container located at the rear of the tavern building at 5589 West Charleston Boulevard shall be removed 90 days after final approval.

7. A Waiver from Title 19.08 is hereby approved, to allow an eight-foot wide landscape buffer adjacent to the western property line where 15 feet is required.

8. A Waiver from Title 19.08 is hereby approved, to allow a nine-foot wide landscape buffer adjacent to the northern property line where 15 feet is required.

9. A Waiver from Title 19.08 is hereby approved, to allow the southern façade to not be designed and treated coherently.

10. An Exception from Title 19.08 is hereby approved, to allow 17 parking lot landscape islands where 20 is required.

11. 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.

12. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

13. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

14. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
    - A minimum or three different shrub species shall be utilized within the landscape plan.
    - A minimum of two different shade tree species shall be utilized within the landscape plan.

21-0562
09/01/2021

- Seven, 24-inch box shade trees shall be planted in the perimeter landscape buffer adjacent to the north property line.
- 16, 24-inch box shade trees shall be planted in the perimeter landscape buffer adjacent to the east property line.
- All trees within the southern landscape buffer shall be a minumum of 36" box in size.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Concurrent with development, dedicate a bus turnout and deceleration lane meeting the intent of Clark County Standard Drawing #234.4 for the existing bus stop on Charleston Boulevard unless otherwise allowed by the City Traffic Engineer.

18. The sidewalk along Charleston Boulevard and Westwind Drive 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. Revise existing onsite parking so as to eliminate conflicts with public rights-of-way.

19. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

20. 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.

21-0562
09/01/2021

The Notice of Final Action was filed with the Las Vegas City Clerk on May 21, 2020.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. John Curran
Dapper Development
985 White Drive, Suite #100
Las Vegas, Nevada 89119

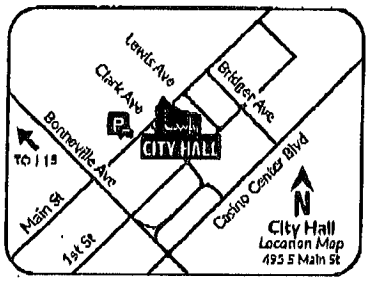
21-0562
09/01/2021

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 DEC -6 A 11:28



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.

21-0562-ROC1
16301103017
DESJARDINS B 2008 SPENDTHRIFT TR
5509 AVANT GARDE CT
LAS VEGAS NV 89146-1303

☒ I SUPPORT this Request ☐ I OPPOSE this Request

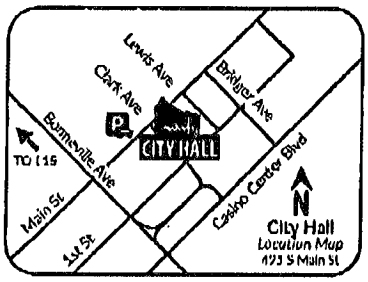
Please use available blank space on card for your comments.

21-0562-ROC1
City Council Meeting of **12/15/2021**

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2021 DEC -6 A 11:28

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

21-0562-ROC1
13836407011
DICKINSON C RICHARD & CO 401K
5509 AVANT GARDE CT
LAS VEGAS NV 89146-1303

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0562-ROC1
City Council Meeting of **12/15/2021**

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: 21-0562-ROC1

SUBJECT: APPLICANT/OWNER: LDR PARTNERS

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***DECEMBER 15, 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, DECEMBER 14, 2021.***

Signature

12-8-2021
Date

John Curran
Please Print Name

LDR Partners, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda
AGENDA ITEM #27
RECEIVED 12.08.21
12.15.21 CC MEETING

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
28

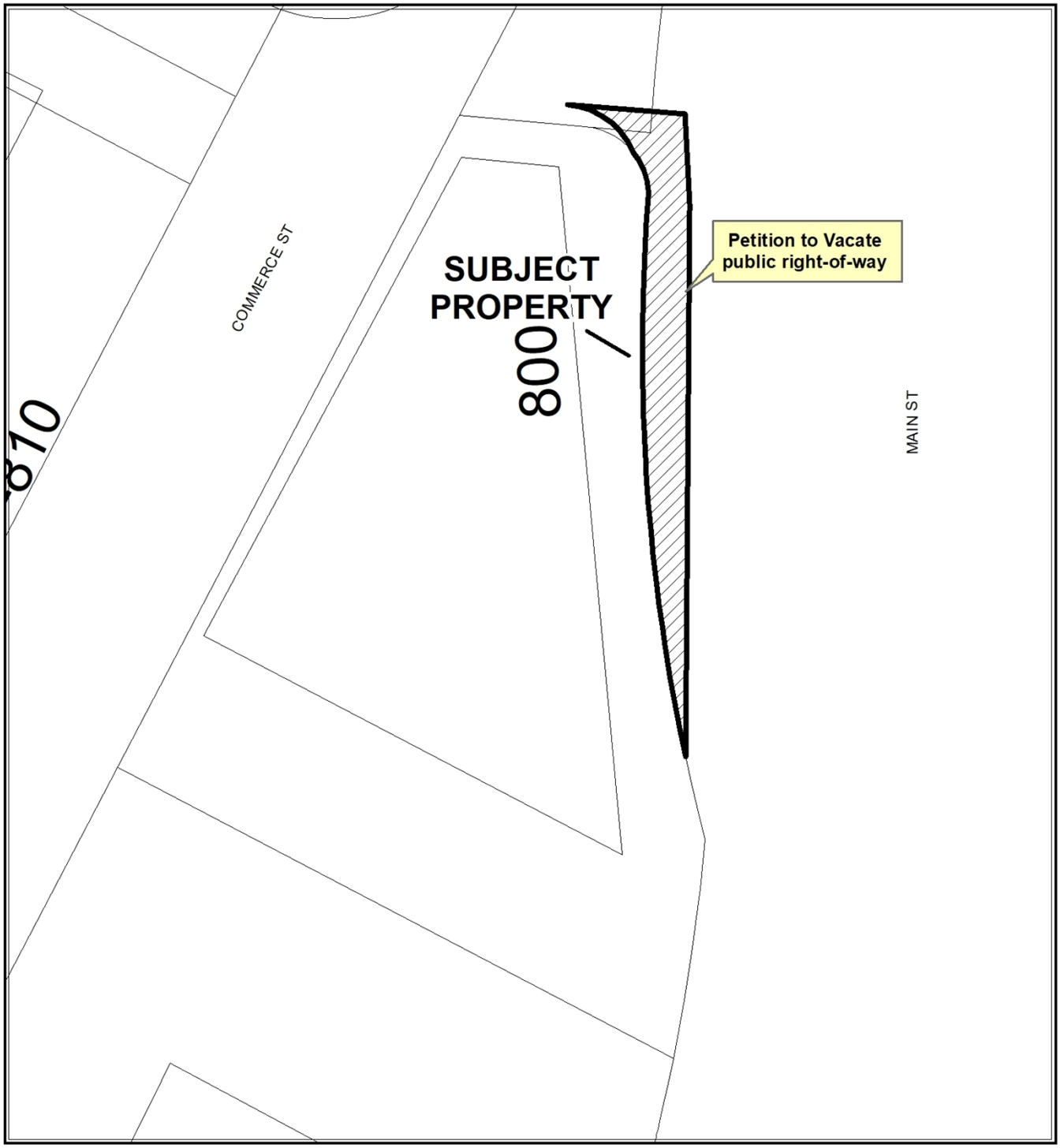
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0563-VAC1 - VACATION - PUBLIC HEARING - APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL - For possible action on a Land Use Entitlement project request for a Petition to Vacate public right-of-way generally located on the west side of Main Street between Commerce Street and Gass Avenue, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

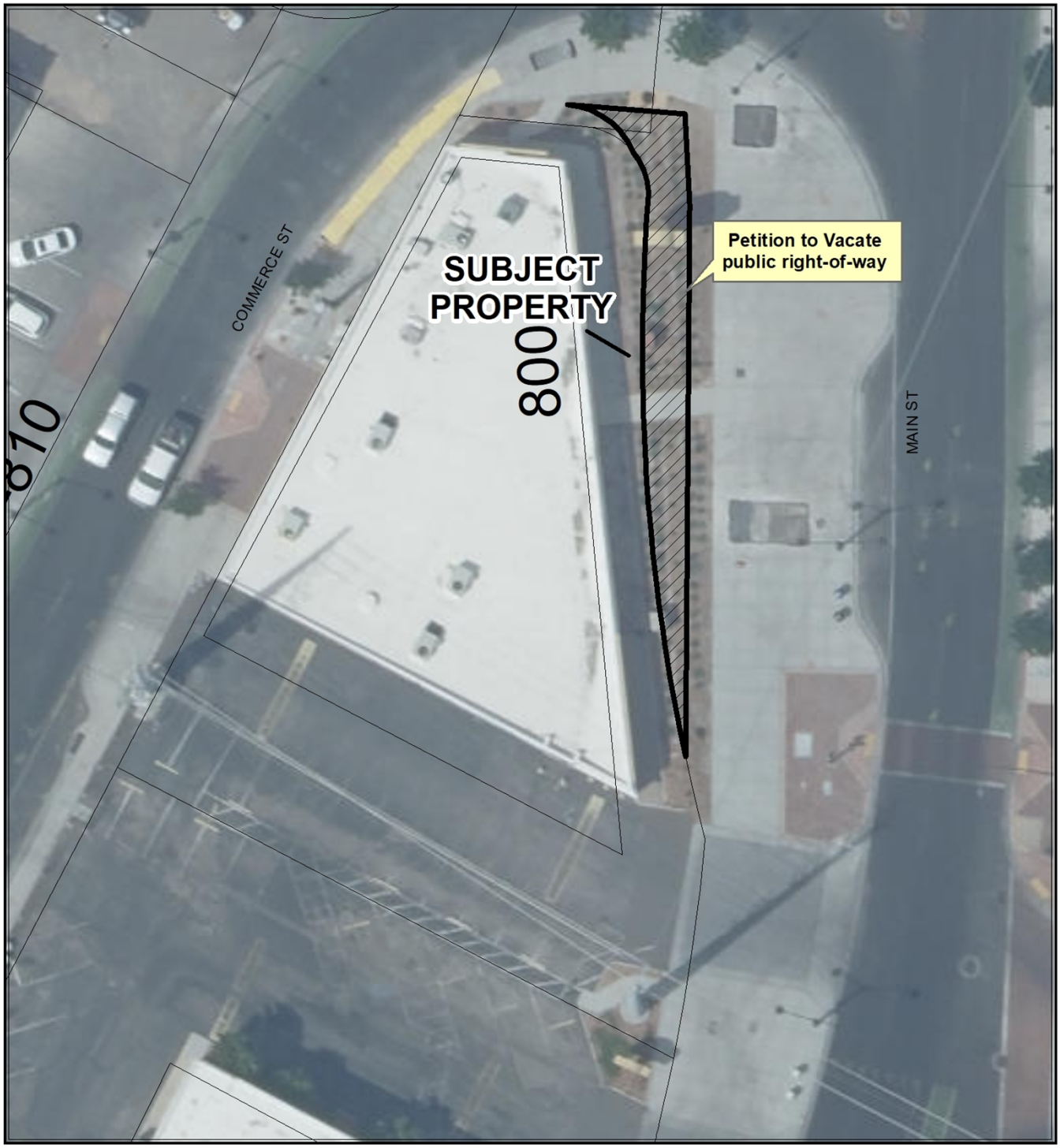
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

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. Backup Submitted for the November 9, 2021 Planning Commission Meeting



CASE: 21-0563-VAC1



CASE: **21-0563-VAC1**

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City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0563-VAC1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 30

NOTICES MAILED 7 (By City Clerk)

PROTESTS 0

APPROVALS 0

AS

**** CONDITIONS ****

21-0563-VAC1 CONDITIONS

1. The limits of the Petition of Vacation shall be the unused right-of-way located on the west side of Main Street between Commerce Street and Gass Avenue described in the legal descriptions submitted and date stamped September 16, 2021.

2. The Order of Vacation shall be revised to reserve a Public Drainage Easement over the right-of-way being vacated. If a drainage easement isn't compatible with the proposed plans for the site, meet with the Flood Control Section of the City of Las Vegas to determine public drainage easement requirements before the vacation is recorded.

3. The Order of Vacation shall not record until building permits have been issued for the redevelopment of this site as per approved Site Development Review 21-0329, and an inspection has passed for such a permit. Structures are temporarily allowed in the area proposed to be vacated prior to the recordation of the Order of Vacation.

4. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

5. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

6. All development shall be in conformance with code requirements and design standards of all City Departments.

7. 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.

8. 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

The applicant is requesting a Petition to Vacate U.S. Government public right-of-way generally located on the west side of Main Street between Commerce Street and Gass Avenue.

ANALYSIS

The Department of Public Works has presented the following information concerning this request to vacate certain public street right-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths?
It will remain uniform as the area to be vacated is not currently being used as a roadway.

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability?
No, since the area to be vacated is not currently being used for traffic.

C. Does it appear that the vacation request involves only excess right-of-way?
Yes, the area requested for vacation is outside of the required Planned Streets and Highways width.

D. Does this vacation request coincide with the development plans of the adjacent parcels?
Yes, the abutting building is currently vacant and is being renovated through Site Development Plan Review (21-0329-SDR1).

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, provided permits have been issued for the development of this site where the vacated area will be incorporated into the site.

FINDINGS (21-0563-VAC1)

In the submitted justification letter date stamped on 09/16/21, the applicant explains that the requested Petition to Vacate will allow the vacated area to be used for outdoor seating and dining in conjunction with the future redevelopment of the subject site. The Department of Public Works has no objection to the Vacation application request, and therefore staff recommends approval of the proposed vacation.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/10/14	The Planning Commission approved a Special Use Permit (SUP-53889) for a Beer/Wine/Cooler On-Sale Establishment within a proposed 746 square-foot restaurant at 800 South Main Street. Staff recommended approval.
05/22/17	A Code Enforcement Case (CE-178945) was reported for graffiti at the subject site. The case was resolved on 06/13/17.
07/09/19	A Code Enforcement Case (CE19-01034) was reported for graffiti on buildings at 808 South Main Street. The case was resolved on 07/10/19.
04/23/20	A Code Enforcement Case (CE20-02299) was reported for graffiti located on the window facing the street at 808 South Main Street. The case was resolved on 05/19/20.
12/14/20	A Code Enforcement Case (CE20-06362) was reported for homeless activity at 800 South Main Street. The case was resolved on 12/15/20.
06/15/21	Staff administratively approved a Site Development Plan Review (21-0329-SDR1) to allow a parking lot reconfiguration and removal of two parking spaces on 1.02 acres at 800, 808, and 810 South Main Street.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project (21-0563-VAC1) request for a Petition to Vacate public right-of-way generally located on the west side of Main Street between Commerce Street and Gass Avenue, Ward 3 (Diaz).

Most Recent Change of Ownership	
04/16/20	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/01/09	A Building Permit (C-138732) was issued for fire damage repairs at 810 South Main Street.
09/08/14	A Building Permit (C-260371) was issued for a tenant improvement at 800 South Main Street.
04/23/21	A Building Permit (C21-01814) is currently being processed for an interior tenant improvement at 808 South Main Street.

Pre-Application Meeting	
09/01/21	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Petition to Vacate.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/21	A routine field check was conducted of the subject site; staff found a vacant commercial property with nothing noted of concern.

Details of Application Request	
Site Area	
Net Acres	3.66

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	C (Commercial)	C-M (Commercial/ Industrial)
North	General Retail Sales Bailbond Service Motor Vehicle Sales, Used Building & Landscape Material/ Lumber Yard	LI/R (Light Industry/ Research)	M (Industrial)
South	Banquet Facility	C (Commercial)	C-M (Commercial/ Industrial)

AS

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Restaurant Beer/Wine/Cooler On-Sale Establishment Tavern-Limited Establishment	MXU (Mixed Use)	
West	General Retail Sales	LI/R (Light Industry/ Research)	
	Vacant		M (Industrial)

Master and Neighborhood Plan Areas	*Compliance*
Master Plan 2050 Area: Downtown Las Vegas	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 (Civic & Business District)	Y
LW-O (Live/Work Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Downtown Tortoise Trail)	Y
Las Vegas Redevelopment Plan Area – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Main Street	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Commerce Street	Collector Street	Master Plan of Streets and Highways Map	45	Y
Gass Avenue	Collector Street	Master Plan of Streets and Highways Map	80	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Vacation

Project Address (Location) 800, 808, 810 South Main Street

Project Name Commerce and Main **Proposed Use** Commercial

Assessor's Parcel #(s) 139-34-310-005 and 139-34-301-005 **Ward #** 3-Diaz

General Plan: Existing Comm/Ind. Proposed Comm/Ind. **Zoning:** Existing C-M Proposed C-M

Additional Information

Property Owner Centennial Holdings, LLC ETAL Contact Bobby Khorshidi

Address P O Box 16242 City Beverly Hills State CA Zip 90209

E-mail BOBBY@FARTCAP.COM ALAN@FARTCAP.COM Phone BOBBY 310 490 9875 ALAN 310 402 6850

Applicant Colliers International Contact Chris Clifford

Address 3960 Howard Hurghes Parkway, Suite 150 City Las Vegas State NV Zip 89169

E-mail chris.clifford@colliers.com Phone 702-735-5700

Representative Wood Rodgers Contact Tim S. Moreno, P.E.

Address 2190 E. Pebble Road, Ste. 200 City Las Vegas State NV Zip 89123

E-mail tmoreno@woodrodgers.com Phone 702-682-7041

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.

CENTENNIAL HOLDINGS, LLC

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name BY: BOBBY KHORSHIDI, MANAGER

21-0563
09/16/2021

Subscribed and sworn before me

This 14TH day of SEPTEMBER, 20 21

Notary Public in and for said County and State of California Los Angeles

ALAN KABAKER
COMM. # 2307449
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. OCT. 28, 2023

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 14TH day of SEPTEMBER, 2021, by BOBBY KHORSHIDI,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ALAN KABAKER
COMM. # 2307449
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. OCT. 28, 2023

(Seal)

Signature

21-0563
09/16/2021

BASIS OF BEARING

SOUTH 27°39'52" WEST, BEING THE STREET CENTERLINE OF MAIN STREET LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA, AS SHOWN IN FILE 209 OF SURVEYS AT PAGE 60, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK

MONUMENT ID: 14LV0134W4

FOUND RIVET & PLATE IN BASE STREET LIGHT AT SW CORNER OF MAIN & BONNEVILLE

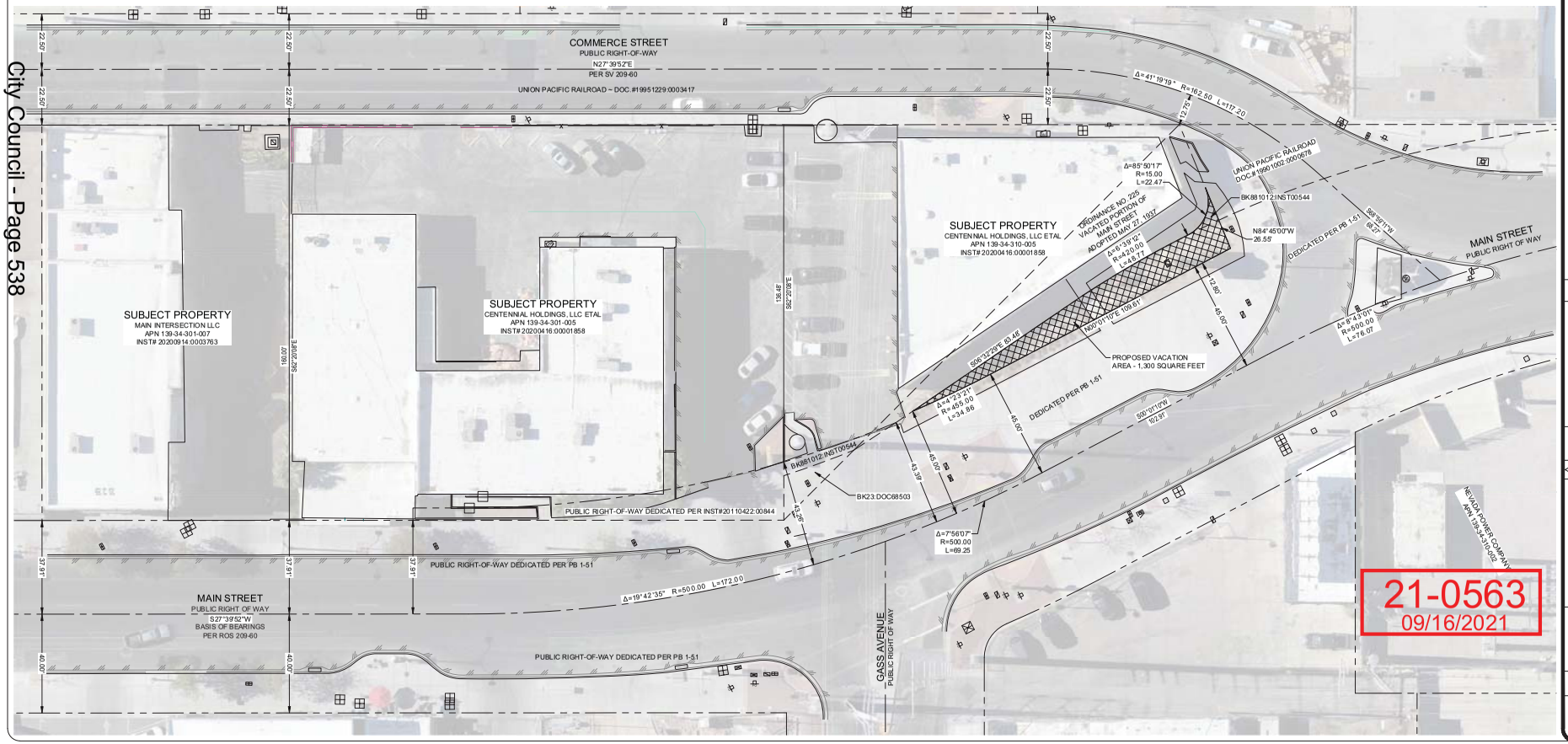
ELEVATION: 2,026.22 (FEET)
617.59 (METERS)

CITY OF LAS VEGAS SURVEY BENCHMARK (NAVD 88).

LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT LINE
- BUILDING LINE
- SURVEY TIES
- EDGE OF SIDEWALK
- EDGE OF CONCRETE
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- EXISTING WALL
- EXISTING CURB AND GUTTER
- ADJOINING LOT LINES
- HAND RAILS
- FENCE
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- CLEANOUT
- SANITARY SEWER MANHOLE
- UNDERGROUND CABLE VAULT
- GAS METER
- POWER POLE
- WATER CABINET
- LIGHT POLE
- UNDERGROUND TELEPHONE VAULT
- BACK FLOW PREVENTER
- GUY ANCHOR
- POWER JUNCTION BOX
- BOLLARD
- POWER CABINET
- STREETLIGHT JUNCTION BOX
- UNDERGROUND FIBER OPTIC VAULT
- GREASE MANHOLE
- BUILDING COLUMN
- POWER MANHOLE
- UNDERGROUND WATER VAULT
- UNDERGROUND POWER VAULT
- UNKNOWN JUNCTION BOX
- TRAFFIC SIGNAL JUNCTION BOX
- TELEPHONE JUNCTION BOX
- UNDERGROUND UTILITY VAULT
- TRAFFIC SIGNAL CROSS WALK

GRAPHIC SCALE
1 INCH = 20 FT.
0 20' 40'



21-0563
09/16/2021

SMITH & Associates
LAND SURVEYING, LLC
8275 S. EASTERN AVENUE, SUITE 124
LAS VEGAS, NEVADA 89123
(702) 724-2694
WWW.SMITHLANDSURVEY.COM

BOUNDARY AND TOPOGRAPHIC SURVEY

COMMERCE & MAIN

WOOD RODGERS, INC

CITY OF LAS VEGAS

BY	DESCRIPTION	DATE

DATE	02/17/2021
DRAWN	SRH
SURVEYOR	BKJ
CHECKED	MGS
PROJECT #	WRI012101

SHEET TITLE
BOUNDARY & TOPO

SHEET NUMBER
1 OF 1

APN: 139-34-399-030 **EXHIBIT 'A'**

RIGHT-OF-WAY VACATE & ABANDON

SMITH & Associates LAND SURVEYING, LLC

Explanation

A description of a portion of right-of-way to be vacated.

Legal Description:

A portion of Ordinance No. 225, adopted May 24, 1937, also part of Main Street right-of-way dedicated per Book 01, File 51 of Plats (South Addition to the City of Las Vegas), on file in the office of the Clark County, Nevada Recorder, situate in the Southwest One-quarter (SW1/4) of Section 34, Township 20 South, Range 61 East, Mount Diablo Meridian, City of Las Vegas, County of Clark, State of Nevada, more particularly described as follows:

Commencing at the North corner of Lot "A" as shown on said plat; thence South 84°45'00" East, a distance of 27.67 feet to the Point of Beginning; thence South 84°45'00" East, a distance of 26.59 feet to the beginning of a non-tangent curve concave east and having a radius of 545.00 feet, from which beginning the radius bears South 89°16'37" East; thence along said curve to the left through a central angle of 00°42'13", an arc length of 6.69 feet; thence departing said curve South 00°01'10" West, a distance of 102.91 feet to the beginning of a tangent curve concave west and having a radius of 455.00 feet; thence along said curve to the right through a central angle of 04°23'21", an arc length of 34.86 feet; thence North 06°32'29" West, a distance of 83.48 feet to the beginning of a non-tangent curve concave east and having a radius of 420.00 feet, from which beginning the radius bears North 84°25'23" East; thence along said curve to the right through a central angle of 06°39'12", an arc length of 48.77 feet to the beginning of a reverse curve having a radius of 15.00 feet, from which beginning the radius bears North 88°55'25" West; thence along said curve to the left through a central angle of 85°50'16", an arc length of 22.47 feet to the Point of Beginning.

Containing 1300 square feet or 0.03 acres more or less, as shown on the attached Exhibit "B" display map to accompany legal description attached hereto and made a part hereof.

Basis of Bearing

The Basis of Bearings for this legal description is North 27°39'52" East, being the centerline of Commerce Street as shown in File 209 of Surveys, Page 60 in the office of the Clark County, Nevada, Recorder.

End of Legal Description

Michael G. Smith, PLS
Professional Land Surveyor
Nevada Certificate No. 16201

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
MICHAEL G. SMITH
EXP: 06/30/22
No. 16201
8-23-2021

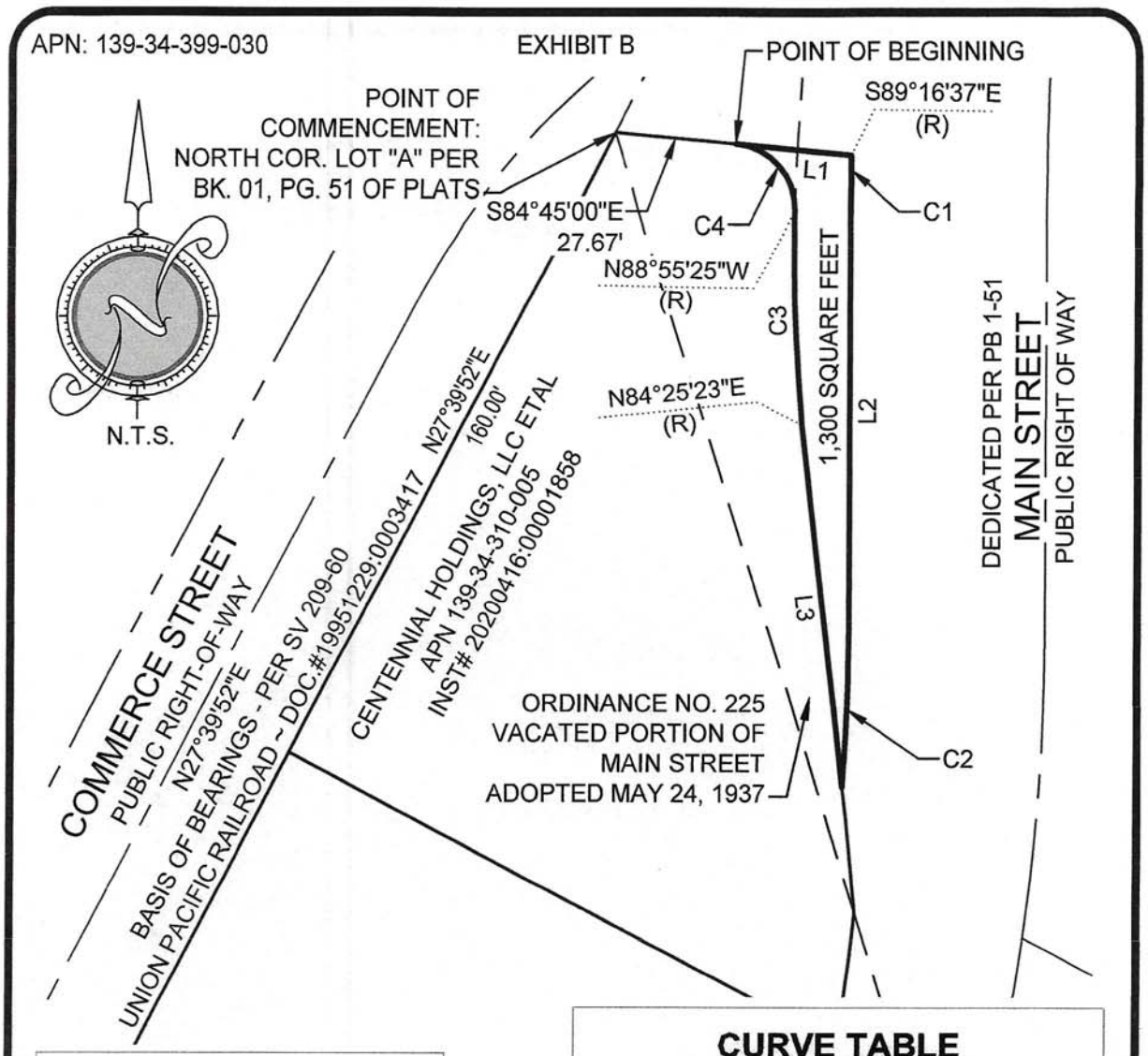
WRI 012101 RIGHT-OF-WAY VACATION LEGAL

6725 S. Eastern Avenue, Suite 7 – Las Vegas, Nevada 89119 – (702) 724-2694

21-0563
09/16/2021

APN: 139-34-399-030

EXHIBIT B



LINE TABLE

LINE #	BEARING	LENGTH
L1	S84°45'00"E	26.59'
L2	S0°01'10"W	102.91'
L3	N6°32'29"W	83.48'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	545.00'	0°42'13"	6.69'
C2	455.00'	4°23'21"	34.86'
C3	420.00'	6°39'12"	48.77'
C4	15.00'	85°50'16"	22.47'

SMITH & Associates
LAND SURVEYING, LLC

WWW.SMITHLANDSURVEY.COM
(702) 724-2694
6725 S. EASTERN AVENUE, SUITE 7
LAS VEGAS, NEVADA 89119

WOOD RODGERS
RIGHT-OF-WAY VACATION
WRI012101

08/23/2021
SRH
2 OF 2

21-0563
09/16/2021



21-0563-VAC1 - APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL
WEST SIDE OF MAIN STREET BETWEEN COMMERCE STREET AND GASS AVENUE

09/30/2021



21-0563-VAC1 - APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL
WEST SIDE OF MAIN STREET BETWEEN COMMERCE STREET AND GASS AVENUE

09/30/2021



21-0563-VAC1 - APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL
WEST SIDE OF MAIN STREET BETWEEN COMMERCE STREET AND GASS AVENUE

09/30/2021

WOOD RODGERS

September 15, 2021

City of Las Vegas Planning and Zoning
495 S. Main St.
Las Vegas, Nevada 89101

Subject: Justification Letter for the Vacation of Public Right-Of-Way (APN 139-34-310-005)

City of Las Vegas Planning Staff:

On behalf of our client, Centennial Holdings LLC ETAL, we are applying for a vacation of a portion of the Main Street right-of-way on the above-referenced parcel.

We are requesting the vacation of the public right-of-way contiguous to the eastern property line, Main Street. The area being vacated is currently a landscape area with concrete walk. The vacated areas will be utilized for outdoor seating and dining for the building directly abutting it. We are only seeking vacation of the westernmost areas up to 12.8' wide and reserving the remaining 45 feet for the western half right of way for Main Street which is consistent with the City's "Master Plan of Streets and Highway."

Based on the above, we respectfully request your approval of this application.

Respectfully,
Wood Rodgers



Tim S. Moreno, P.E.
Senior Engineer
tmoreno@woodrodgers.com
702.790.5531

21-0563
09/16/2021

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: 21-0563-VAC1

SUBJECT: APPLICANT: COLLIERS INTERNATIONAL - OWNER: CENTENNIAL HOLDINGS, LLC, ET AL

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 9, 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, NOVEMBER 8, 2021.***

Signature

11-3-2021
Date

CENTENNIAL HOLDINGS LLC
BY: BOBBY KHORSHIDI, MANAGER
Please Print Name

CENTENNIAL HOLDINGS, LLC
Company Name

Submitted after final agenda

ITEM 11
RECEIVED
11/08/21

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

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: 21-0563-VAC1

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Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, NOVEMBER 8, 2021.***

Signature

11/3/21
Date

TIM S. MORENO
Please Print Name

WOOD RODGERS
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

ITEM 11
RECEIVED
11/08/21

Nora Lares

From: noreply@formstack.com
Sent: Wednesday, November 3, 2021 10:44 AM
To: Planning Comments
Subject: Planning Application Comments Form

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 11/03/21 10:44 AM

Meeting Date:	Tuesday, November 9, 2021
Project Number:	21-0563
Position:	I SUPPORT the project and all related applications.
Name:	Alan Kabaker
Residential or Business Address:	PO Box 16242 Beverly Hills, CA 90209
Phone:	(310) 402-6880
Email:	alan@partcap.com
Comments:	Approval of this request will enhance the streetscape appearance of Main Street between Commerce Street and Gass Avenue.

Copyright © 2021 Formstack, LLC. All rights reserved. This is a customer service email.

Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

11A

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
29

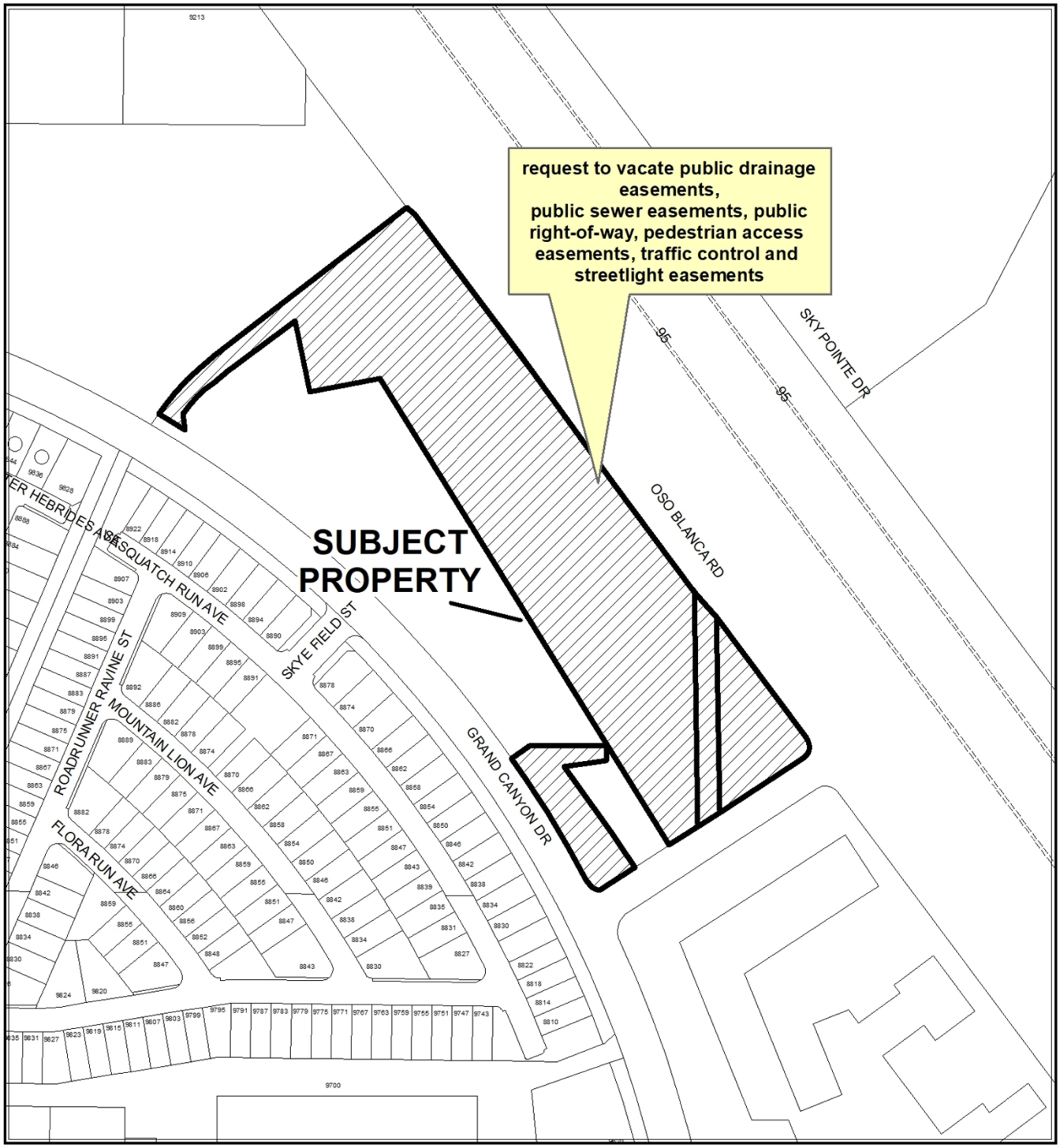
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0591-VAC1 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC - For possible action on a Land Use Entitlement project request to vacate public drainage easements, public sewer easements, public right-of-way, pedestrian access easements, traffic control and streetlight easements on 12.67 acres generally located on the northeast corner of Drake Drive and Grand Canyon Drive (APNs 125-07-110-002 and 125-07-501-006), T-D (Traditional Development) Zone [MLA (Medium-Low Attached) Skye Canyon Special Land Use Designation], Ward 6 (Fiore). 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:

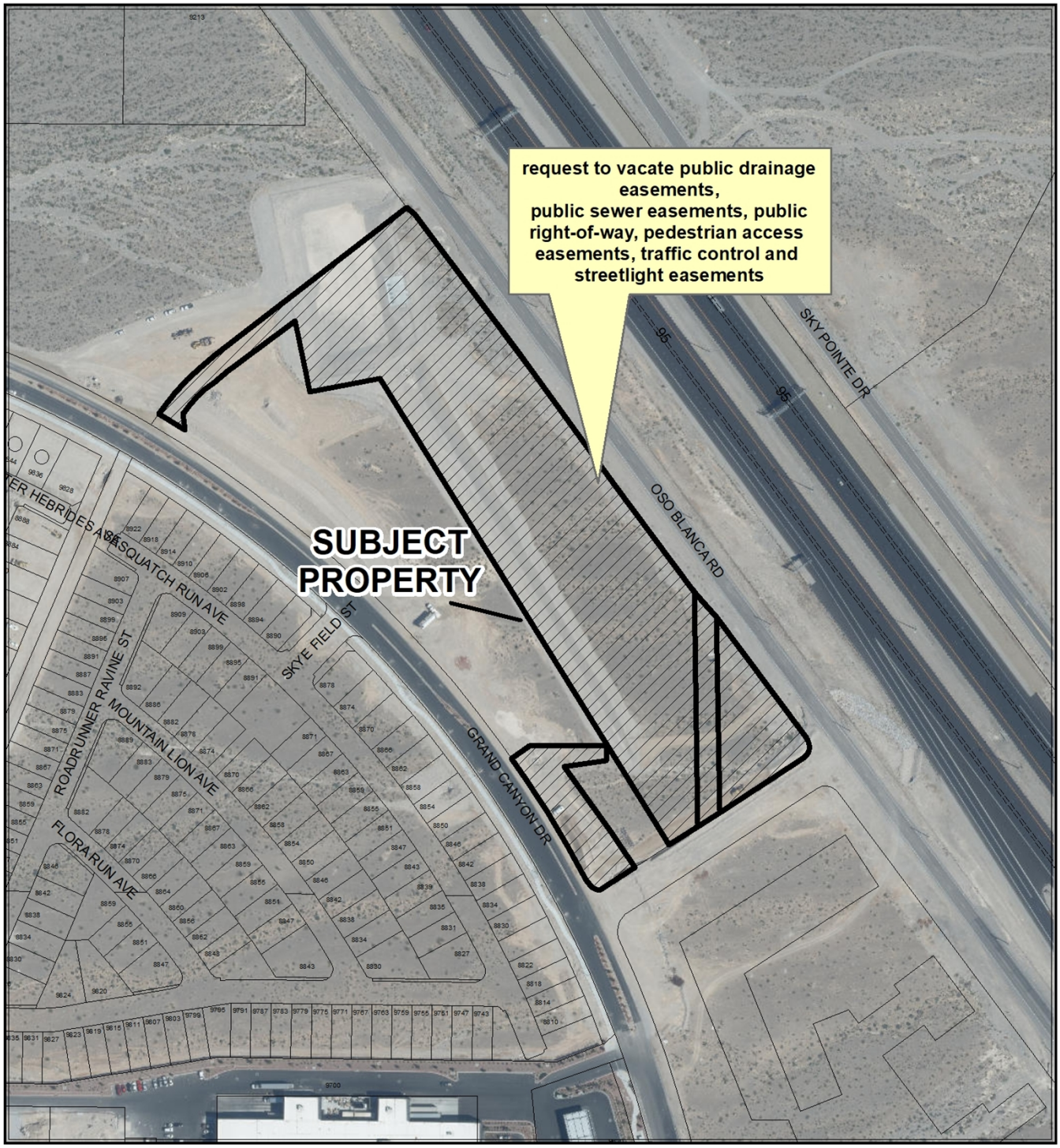
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation
7. Backup Submitted for the November 9, 2021 Planning Commission Meeting



CASE: 21-0591-VAC1

0 200 400 Feet

N



CASE: 21-0591-VAC1

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0591-VAC1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 5 (By City Clerk)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

21-0591-VAC1 CONDITIONS

1. The limits of this Petition of Vacation shall be the unused Public Drainage, Access, Traffic Control, and Pedestrian Easements generally located at the northwest corner of Oso Blanca Road and Drake Drive granted in Book 157, Page 48 of Plats, document #20180412-0001037 and Instrument #199105300000395.

2. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by 20-0258-SDR1 may be used to satisfy this requirement provided that it addresses the area to be vacated.

3. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

4. All development shall be in conformance with code requirements and design standards of all City Departments.

5. The Order of 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.

6. If the Order of Vacation is not recorded within three (3) years after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting to vacate unused Public Drainage, Access, Traffic Control, and Pedestrian Easements generally located at the northwest corner of Oso Blanca Road and Drake Drive.

ANALYSIS

On August 10, 2021 the Planning Commission approved a proposed development for the subject site that consists of a three-story, 315-unit multi-family residential development. In order to proceed with this development plan, the applicant is requesting to vacate a portion of a public drainage easement adjacent to the eastern edge of the subject site; a 40-foot public roadway, utility, and flood control easement located along the western edge; a public drainage easement located within the southwest corner within the project boundary; and public easements (pedestrian access, streetlight, traffic control, landscape, and maintenance) adjacent to the northern project boundary edge.

The purpose of this Petition to Vacate is to vacate unused public drainage, access, traffic control, and pedestrian easements generally located at the northwest corner of Oso Blanca Road and Drake Drive granted in Book 157, Page 48 of Plats, document #20180412-0001037 and Instrument #199105300000395. This petition also proposes to vacate half of a private roadway with public pedestrian access, streetlight, and traffic control easements. Since the planned road for which this easement was originally granted is no longer shown in the most currently approved Skye Canyon Development Agreement, staff has advised the applicant to work with the adjacent property owner [APN 125-06-410-003 (future casino parcel)] in order to remove the easements that encumber their property. The City of Las Vegas will not require that the easements on the adjacent property be vacated until that parcel comes in for development.

The multi-family residential development approved on August 10, 2021 was given three-years to exercise the land use entitlements (21-0374-VAR1, VAR2 and SDR1). If approved, staff has provided a three-year time limit for this Petition to vacate in order to align with the approved development.

Staff finds the requested vacations meets the minimum requirements set forth by Title 19.16.080 for a Petition to Vacate and is recommending approval of the request with conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/10/21	The Planning Commission approved a request for a Major Modification (21-0374-MOD1) to amend the Skye Canyon Development Agreement Exhibit's "F" and "M" to eliminate the Medium-Low Attached (MLA) Special Land Use Designation average density requirement. Staff recommended approval.
	The Planning Commission approved a request for a Variance (21-0374-VAR1) to allow two wall signs which are 65 square feet where 50 square feet is the maximum area allowed; to allow two wall signs that do not face a street frontage where one sign facing the street frontage is allowed and to allow three 11-foot tall, 188 square-foot monument signs where eight feet and 60 square feet are the maximum allowed on 12.67 acres at the northwest corner of Drake Drive and Oso Blanca Road. Staff recommended denial.
	The Planning Commission approved a request for a Variance (21-0374-VAR2) to allow 486 parking spaces where 542 spaces are required on 12.67 acres at the northwest corner of Drake Drive and Oso Blanca Road. Staff recommended denial.
	The Planning Commission approved a request for a Site Development Plan Review (21-0374-SDR1) for a three-story, 315-unit multi-family residential development with a Waiver of the perimeter landscape buffer requirements on 12.67 acres at the northwest corner of Drake Drive and Oso Blanca Road. Staff recommended denial.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project (21-0591-VAC1) request to vacate public drainage easements, public sewer easements, public right-of-way, pedestrian access easements, traffic control and streetlight easements on 12.67 acres generally located on the northeast corner of Drake Drive and Grand Canyon Drive (APNs 125-07-110-002 and 125-07-501-006), T-D (Traditional Development) Zone [MLA (Medium-Low Attached) Skye Canyon Special Land Use Designation], Ward 6 (Fiore).

Most Recent Change of Ownership	
09/01/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
09/14/21	Staff provided the applicant a submittal checklist for the proposed Petition to Vacate.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/21	Staff observed the undeveloped site and did not note anything of concern during the visit.

Details of Application Request	
Site Area	
Gross Acres	12.67

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TD (Traditional Development)	T-D (Traditional Development)
North	Undeveloped	TD (Traditional Development)	T-D (Traditional Development)
South	Undeveloped	TD (Traditional Development)	T-D (Traditional Development)
East	Oso Blanca Road US 95	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Single Family, Detached	TD (Traditional Development)	T-D (Traditional Development)

Master and Neighborhood Plan Areas	***Compliance***
Skye Canyon	Y
Special Area and Overlay Districts	***Compliance***
T-D (Traditional Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

NE

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Grand Canyon	Collector	Master Plan of Streets and Highways Map	67	Y
Oso Blanca Road	Collector	Master Plan of Streets and Highways Map	27	N

DEPARTMENT OF PLANNING | Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0591 09/15/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Vacation

Project Address (Location) Grand Canyon and Skye Canyon Park Drive

Project Name Skye Canyon 2.01 **Proposed Use** Residential

Assessor's Parcel #(s) 125-07-110-002, 125-07-501-006 **Ward #** 6

General Plan: Existing T-D Proposed T-D **Zoning:** Existing T-D Proposed T-D

Additional Information

Property Owner Century Communities of Nevada, LLC Contact Joe Genovese
Address 6345 S. Jones Blvd. Suite 400 City Las Vegas State NV Zip 89118
E-mail Joe.Genovese@centurycommunities.com Phone (702)873-5338

Applicant Century Communities of Nevada, LLC Contact Joe Genovese
Address 6345 S. Jones Blvd. Suite 400 City Las Vegas State NV Zip 89118
E-mail Joe.Genovese@centurycommunities.com Phone (702)873-5338

Representative Westwood Professional Services Contact Hannah Swan
Address 5725 W. Badura Ave. Suite 100 City Las Vegas State NV Zip 89118
E-mail hannah.swan@westwoodps.com / lvproc@westwoodps.com Phone (702)284-5300

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☐ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature
An authorized agent may sign in lieu of the ~~property owner~~ for Final Maps, Tentative Maps and Parcel Maps

Print Name Robert M. Bewilte

Subscribed and sworn before me
This 9th day of July, 20 21

KIMBERLY KENNEDY
Notary Public, State of Nevada
No. 21-2291-01
My Appt. Exp. Dec. 8, 2024

Notary Public in and for said County and State

UNOFFICIAL DOCUMENT

Form 1860-c
(January 19

The United States of America

To all to whom these presents shall come, Greeting:

(4)

N-54049

ADN 01E-110-001

RETURN TO
NEVADA TITLE CO.
91-01-0637-(1) JM

WHEREAS

Olympic Nevada General Partnership,
an Arizona general partnership

is entitled to a land patent pursuant to Section 206 of the Act of October 21, 1976 (43 U.S.C. 1716), for the following described land:

Mount Diablo Meridian, Nevada

T. 19 S., R. 60 E.,
sec. 7, lots 7, 13, 17 and 22.

containing 124.41 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES, unto Olympic Nevada General Partnership, an Arizona general partnership, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said Olympic Nevada General Partnership, an Arizona general partnership, its successors or assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945).

2. All the oil, gas, sodium and potassium mineral deposits in the lands so patented, and to it, its permittees, licensees and lessees, the right to prospect for, mine and remove the minerals owned by the United States under applicable law and such regulations as the Secretary of the Interior may prescribe. This reservation includes necessary access and exit rights and the right to conduct all necessary and incidental activities including, without limitation, all drilling operations, storage and transportation facilities deemed reasonably necessary.

MAIL TAX STATEMENTS TO:

Olympic Nevada
8300 N. Hayden Rd., Ste. 200
Scottsdale, AZ 85258

21-0591
09/15/2021

27-91-0090

Patent Number

9 1 0 5 3 0 0 0 3 9 5

N-54049

Unless otherwise provided by separate agreement with the surface owner, permittees, licensees and lessees of the United States shall reclaim disturbed areas to the extent prescribed by regulations issued by the Secretary of the Interior.

All causes of action brought to enforce the rights of the surface owner under the regulations above referred to shall be instituted against permittees, licensees and lessees of the United States; and the United States shall not be liable for the acts or omissions of its permittees, licensees and lessees.

SUBJECT TO:

1. Those rights for highway purposes granted to the Nevada Department of Highways, its successors or assigns, by right-of-way No. CC-018138, pursuant to the Act of November 9, 1921 (42 Stat. 216) as to lots 7, 13 and 17.

2. Those rights for communication line purposes granted to Nevada Bell, its successors or assigns, by right-of-way No. CC-021488, pursuant to the Act of March 4, 1911, as amended (formerly 43 U.S.C. 961) as to lots 7, 13 and 17.

3. Those rights for highway purposes granted to the Nevada Department of Transportation, its successors or assigns, by right-of-way No. N-46063, pursuant to the Act of August 27, 1958 (23 U.S.C. 317) as to lots 7 and 13.

4. The following easements, in favor of the City of Las Vegas, for road, public utilities and flood control purposes to insure continued ingress and egress to adjacent lands:

   - The West 40 feet of Government lot 7 in said Section 7.

     EXCEPT THEREFROM any portion of said West 40 feet lying Northerly of the Southwesterly boundary of the "F6" Frontage Road of the State of Nevada Department of Transportation Project No. QF-095-2(12), approved February 2, 1988.

   - The West 40 feet of Government lot 13 in said Section 7.

   - That portion of Government lot 13 in said Section 7, bounded as follows: Bounded on the Northeast by the Southwesterly boundary of the "F6" Frontage Road of the State of Nevada Department of Transportation Project No. QF-095-2(12), approved February 2, 1988; bounded on the South by the South line of Government lot 13 in said Section 7; and bounded on the West by the Northerly prolongation of the West line of the East 30 feet of Government lot 17 in said Section 7.

21-0591
09/15/2021

27-91-0090

9 1 0 5 3 0 0 0 3 9 5

Form 1860-10
(April 1988)

N-54049

The East 30 feet AND the West 40 feet of Government lot 17 in said Section 7.

The South 150 feet AND the East 30 feet AND the West 40 feet of Government lot 22 in said Section 7.

Unofficial Copy

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Las Vegas, Nevada
the TWENTY-NINTH day of MAY
in the year of our Lord one thousand nine hundred and NINETY-ONE
and of the Independence of the
United States the two hundred and FOURTEENTH

[SEAL]

By _____
Deputy State Director, Operations

21-0591
09/15/2021

Patent Number 27-91-0090

Unofficial Copy

CLARK COUNTY, NEVADA
JOAN L. SWIFT, RECORDER
RECORDED AT REQUEST OF:

21-0591
09/15/2021

NEVADA TITLE CO

05-30-91 08:00 PAM 4
OFFICIAL RECORDS
BOOK: 910530 INST: 00395
FEE: 8.00 RPTT: EX#002

Inst #: 20180412-0001037
Fees: $0.00
04/12/2018 10:38:42 AM
Receipt #: 3372683
Requestor:
LAS VEGAS CITY (PLANNING)
Recorded By: KVHO Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

APN: 125-07-101-009 & 125-07-501-006

WHEN RECORDED MAIL AND
SEND TAX STATEMENTS TO:
CITY OF LAS VEGAS – CITY CLERK
495 S MAIN STREET
LAS VEGAS, NV 89101

RIGHT OF WAY GRANT
FOR DRAINAGE EASEMENT PURPOSES

I (WE): **MF LAND LLC**, a Delaware limited liability company, the undersigned, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the **CITY OF LAS VEGAS**, a Municipal Corporation of the County of Clark, State of Nevada, its successors and assigns, all rights necessary for the construction, operation, repair and renewal of surface and subsurface drainage channels, pipes, conduits and attached appurtenances; upon, over, under and across the parcel of land hereinafter described, and the right of ingress and egress to and over said parcel. Said parcel of land being described as follows:

For complete legal description, see Exhibits "A" and "B" attached hereto and by this reference made a part hereof.

(DRAINAGE EASEMENT TO BE PRIVATELY MAINTAINED)

For: Drainage Easement

The grantor(s) retain(s) the right to fence, to plant, to maintain and to use said parcel for their own purpose so long as such use is consistent with standard safety factors and does not interfere with the rights herein granted.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

RH

21-0591
09/15/2021

APN: 125-07-101-009 & 125-07-501-006
OWNER: MF LAND LLC
TYPE DOC: Drainage Easement
LOCATION: US-95 and Drake Drive

Witness my hand on this 10th day of April, 20 18.

MF LAND LLC, a Delaware limited liability company

BY: _____
TITLE:

BY: Marc A Boldue
TITLE: Authorized Signatory

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On April 10, 2018 personally appeared before me, a Notary Public,
(Date)
Marc A Boldue
(Person(s) appearing before Notary)
personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that ✓ he__ executed the above instrument.

Debi Guma
(Notary Public Signature)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DEBI GUMA
Appt. No. 98-3016-1
My Appt. Expires Jan. 10, 2022

DUE TO CLARK COUNTY RECORDING STANDARDS, PLEASE DO NOT WRITE/TYPE AND/OR STAMP WITHIN THE 1" BORDER OF THIS DOCUMENT

RH

Unofficial Copy

21-0591
09/15/2021

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN:125-07-101-009 AND 125-07-501-006

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PUBLIC DRAINAGE EASEMENT IN SUPPORT OF THE "SKYE CANYON" PROJECT.

DESCRIPTION

THAT PORTION OF "AMENDED PARCEL 1" AS SHOWN BY MAP THEREOF IN FILE 105, PAGE 18 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, AND GOVERNMENT LOT 9 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 7;

THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 7, NORTH 89°34'33" WEST, 584.92 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95;

THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID US-95, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 36°36'24" EAST, 92.17 FEET TO THE **POINT OF BEGINNING**;

2) THENCE SOUTH 36°36'24" EAST, 1234.17 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DRAKE DRIVE;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID DRAKE DRIVE, THE FOLLOWING TWO (2) COURSES:

1) CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 25.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 93°45'42", AN ARC LENGTH OF 40.91 FEET;

2) THENCE SOUTH 57°09'17" WEST, 274.50 FEET;

THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID DRAKE DRIVE, NORTH 32°14'04" WEST, 963.79 FEET;

THENCE SOUTH 78°29'57" WEST, 124.97 FEET;

THENCE NORTH 11°30'03" WEST, 350.00 FEET;

P:\OLY\16066\LEGALS\SkyeDB2\16066-DB2-DRAINAGE.docx
5740 S. Arville Street, Suite 206, Las Vegas, Nevada 89118, Ph: 702.212.3967 Fx: 702.212.3963

21-0591
09/15/2021

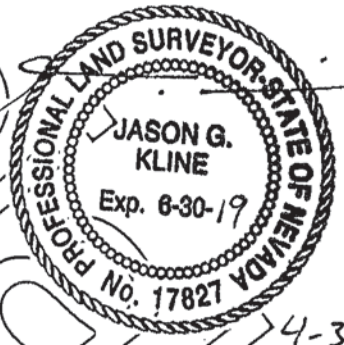
UNOFFICIAL COPY

THENCE NORTH 78°29'57" EAST, 211.74 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7.97 ACRES, MORE OR LESS.

BASIS OF BEARINGS
SOUTH 00°45'42" EAST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 153, PAGE 17 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

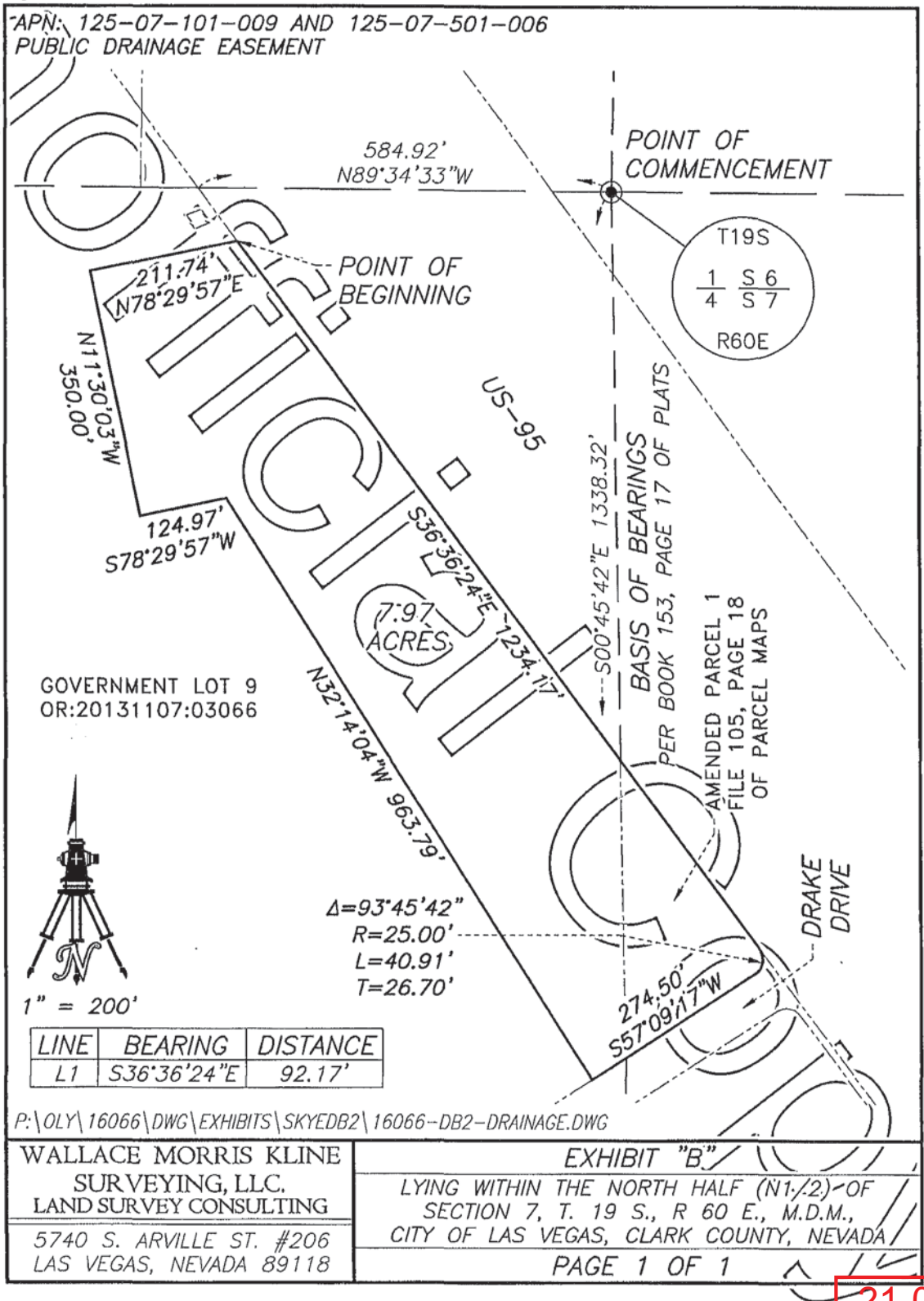
JASON G. KLINE, PLS
NEVADA LICENSE NO. 17827



4-3-18

UNOFFICIAL COPY

21-0591
09/15/2021



WALLACE MORRIS KLINE SURVEYING, LLC.
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "B"
LYING WITHIN THE NORTH HALF (N1/2) OF SECTION 7, T. 19 S., R 60 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
PAGE 1 OF 1

21-0591
09/15/2021

A.P.N. 125-07-110-002 & 125-07-501-006
GRANTOR: Century Communities Nevada, LLC

EXHIBIT "A"



TRI-CORE SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89146

File: 08020.0005\lgl_vac_PDE_20180412-01037
By: RF
Date October 15, 2020

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EAST OF GRAND CANYON DRIVE AN NORTH OF DRAKE DRIVE FOR PUBLIC DRAINAGE EASEMENT VACATION PURPOSES.

LEGAL DESCRIPTION

A PORTION OF THAT RIGHT-OF-WAY GRANT FOR DRAINAGE EASEMENT PURPOSES RECORDED APRIL 12, 2018 AS INSTRUMENT No. 20180412-0001037 CLARK COUNTY OFFICIAL RECORDS .SITUATE IN THE NORTH HALF (N 1/2) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2.01 AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 157, PAGE 48 OF PLATS; THENCE SOUTH 36°36'24" EAST ALONG THE NORTHEAST LINE OF SAID PARCEL 2.01 A DISTANCE OF 841.55 FEET TO THE WEST LINE OF LOT 1 AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 105, PAGE 18 OF PARCEL MAPS; THENCE DEPARTING SAID NORTHEAST LINE NORTH 00°45'42" WEST ALONG SAID WEST LINE A DISTANCE OF 8.54 FEET TO THE NORTHEAST LINE OF SAID LOT 1; THENCE DEPARTING SAID WEST LINE SOUTH 36°36'24" EAST ALONG SAID NORTHEAST LINE A DISTANCE OF 327.71 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET; THENCE DEPARTING SAID NORTHEAST LINE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 40.91 FEET THROUGH A CENTRAL ANGLE OF 93°45'42" TO THE NORTHWEST RIGHT-OF-WAY LINE OF DRAKE DRIVE; THENCE SOUTH 57°09'17" WEST ALONG SAID NORTHWEST RIGHT-OF-WAY LINE A DISTANCE OF 274.50 FEET; THENCE DEPARTING SAID NORTHWEST RIGHT-OF-WAY LINE NORTH 32°14'04" WEST, 963.79 FEET; THENCE SOUTH 78°29'57" WEST, 124.97 FEET; THENCE NORTH 11°30'03" WEST, 171.47 FEET TO THE NORTHWEST LINE OF SAID PARCEL 2.01; THENCE NORTH 53°23'36" EAST ALONG SAID NORTHWEST LINE A DISTANCE OF 262.48 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

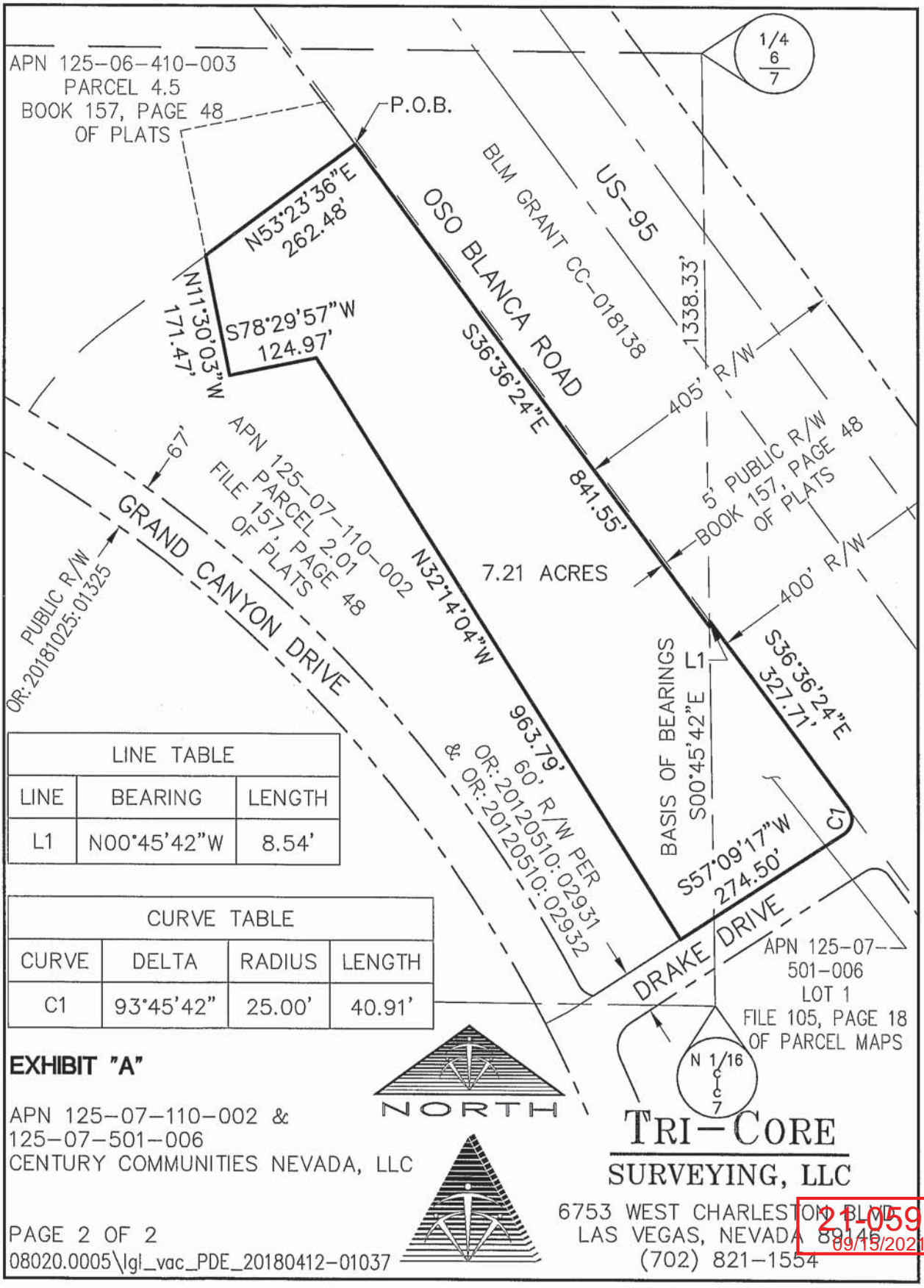
CONTAINING 7.21 ACRES

BASIS OF BEARINGS

SOUTH 00°45'42" EAST BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 157, PAGE 48 OF PLATS.

END OF DESCRIPTION

21-0591
09/15/2021



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°45'42"W	8.54'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	93°45'42"	25.00'	40.91'

EXHIBIT "A"

APN 125-07-110-002 &
125-07-501-006
CENTURY COMMUNITIES NEVADA, LLC

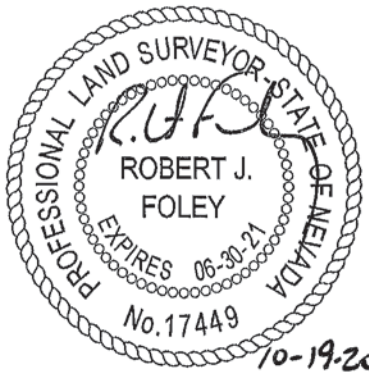
PAGE 2 OF 2
08020.0005\lgl_vac_PDE_20180412-01037

TRI-CORE
SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89146
(702) 821-1554

21-0591
09/15/2021

A.P.N. 125-07-110-002
GRANTOR: Century Communities Nevada, LLC

EXHIBIT "C"



TRI-CORE SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89146

File: 08020.0005\lgl_vac_PDE_PB 157-48
By: RF
Date October 16, 2020
Page 1 of 3

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EAST OF GRAND CANYON DRIVE AN NORTH OF DRAKE DRIVE FOR PUBLIC DRAINAGE EASEMENT VACATION PURPOSES.

LEGAL DESCRIPTION

AN EASEMENT FOR PUBLIC DRAINAGE GRANTED TO CITY OF LAS VEGAS PER BOOK 157, PAGE 48 OF PLATS. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL 2.01 AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 157, PAGE 48 OF PLATS BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRAKE DRIVE ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 30.00 FEET TO WHICH A RADIAL LINE BEARS SOUTH 11°22'29" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 26.49 FEET THROUGH A CENTRAL ANGLE OF 50°35'54" TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GRAND CANYON DRIVE BEING THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2033.50 FEET TO WHICH A RADIAL LINE BEARS NORTH 61°58'24" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 252.40 FEET THROUGH A CENTRAL ANGLE OF 07°06'42"; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 54°51'42" EAST, 40.00 FEET; THENCE SOUTH 88°55'00" EAST, 130.00 FEET; THENCE SOUTH 01°05'00" WEST, 20.00 FEET; THENCE SOUTH 77°39'26" WEST, 75.00 FEET; THENCE SOUTH 36°10'51" EAST, 215.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF DRAKE DRIVE; THENCE SOUTH 57°09'17" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 75.53 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

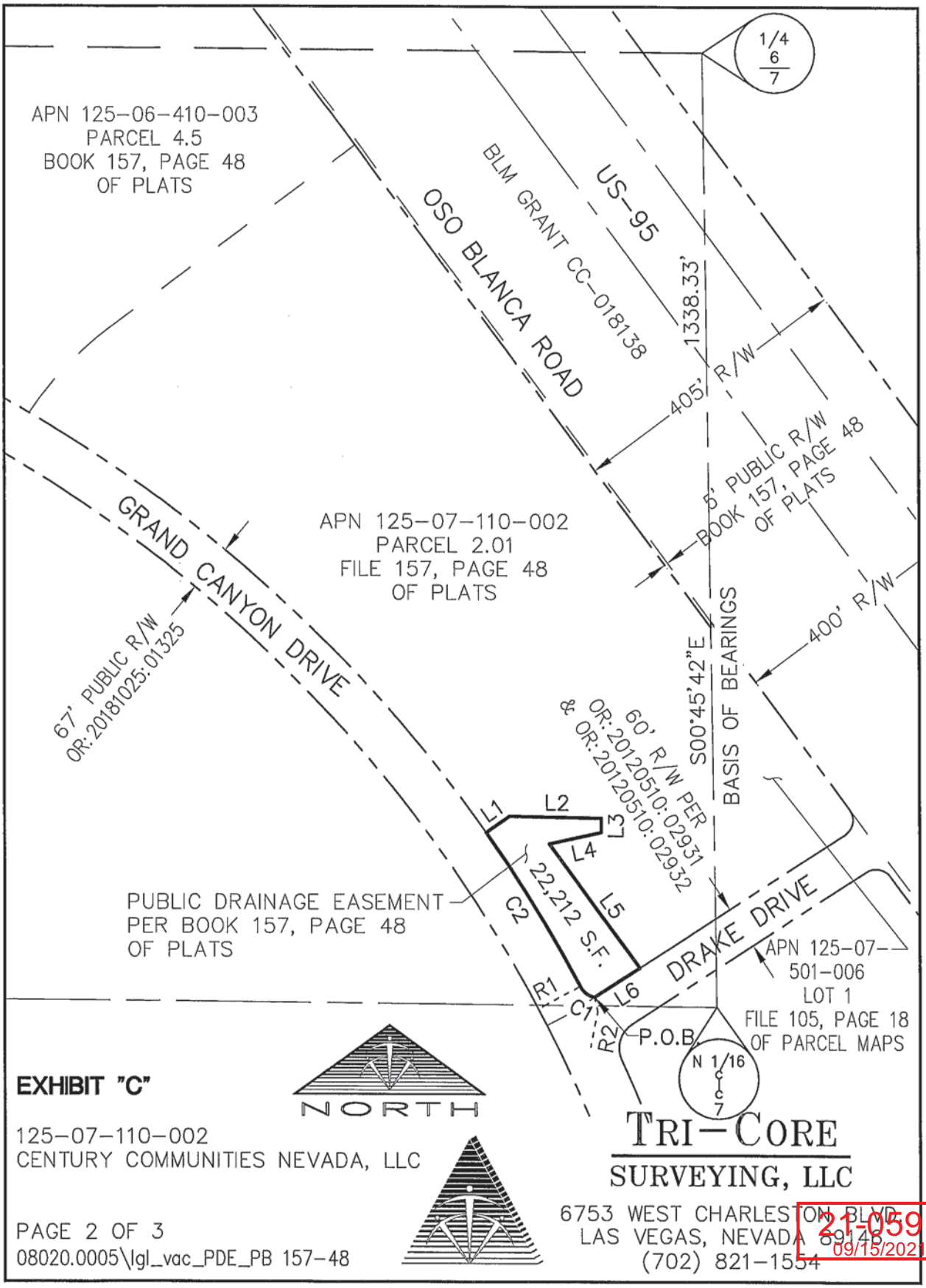
CONTAINING 22,212 SQUARE FEET

BASIS OF BEARINGS

SOUTH 00°45'42" EAST BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 157, PAGE 48 OF PLATS.

END OF DESCRIPTION

21-0591
09/15/2021



219591
09/15/2021

RADIAL TABLE	
LINE	BEARING
R1	N61°58'24"E
R2	S11°22'29"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°51'42"E	40.00'
L2	S88°55'00"E	130.00'
L3	S01°05'00"W	20.00'
L4	S77°39'26"W	75.00'
L5	S36°10'51"E	215.27'
L6	S57°09'17"W	75.53'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	50°35'54"	30.00'	26.49'
C2	7°06'42"	2033.50'	252.40'

EXHIBIT "C"

125-07-110-002
CENTURY COMMUNITIES NEVADA, LLC

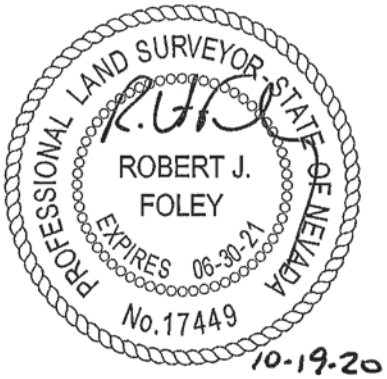
PAGE 3 OF 3
08020.0005\lgl_vac_PDE_PB 157-48

TRI-CORE
SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89146
(702) 821-1554

21-0591
09/15/2021

A.P.N. 125-07-110-002
GRANTOR: Century Communities Nevada, LLC

EXHIBIT "D"



TRI-CORE SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89146

File: 08020.0005\lgl_vac_PED ESMNT_PB 157-48
By: RF
Date October 16, 2020

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EAST OF GRAND CANYON DRIVE AN NORTH OF DRAKE DRIVE FOR PUBLIC PEDESTRIAN ACCESS, STREETLIGHT AND TRAFFIC CONTROL EASEMENT VACATION PURPOSES.

LEGAL DESCRIPTION

PORTIONS OF THAT CERTAIN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS, STREETLIGHT AND TRAFFIC CONTROL GRANTED TO CITY OF LAS VEGAS PER BOOK 157, PAGE 48 OF PLATS. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

AREA 1

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 2.01 AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 157, PAGE 48 OF PLATS; THENCE SOUTH 53°23'36" WEST ALONG THE NORTHWEST LINE OF SAID PARCEL 2.01 A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID NORTHWEST LINE SOUTH 36°36'24" EAST, 38.50 FEET; THENCE SOUTH 53°23'36" WEST, 392.48 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 461.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 107.30 FEET THROUGH A CENTRAL ANGLE OF 13°19'19"; THENCE SOUTH 09°49'09" EAST, 26.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2058.50 FEET TO WHICH A RADIAL LINE BEARS NORTH 31°48'36" EAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 58.76 FEET THROUGH A CENTRAL ANGLE OF 01°38'08" TO THE NORTHWEST LINE OF SAID PARCEL 2.01 BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 500.00 FEET TO WHICH A RADIAL LINE BEARS NORTH 52°56'36" WEST; THENCE NORTHEASTERLY ALONG SAID NORTHWEST LINE AND ALONG THE ARC OF SAID CURVE, 142.56 FEET THROUGH A CENTRAL ANGLE OF 16°20'12"; THENCE CONTINUING ALONG SAID NORTHWEST LINE NORTH 53°23'36" EAST, 392.48 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 20,502 SQUARE FEET

21-0591
09/15/2021

AREA 2

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2.01 BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF DRAKE DRIVE; THENCE NORTH 57°09'17" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 41.97 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 32°50'43" WEST, 10.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 75°30'23" WEST, 9.52 FEET; THENCE NORTH 57°09'17" EAST, 177.92 FEET TO THE EAST LINE OF SAID PARCEL 2.01; THENCE SOUTH 00°45'42" EAST ALONG SAID EAST LINE A DISTANCE OF 8.26 FEET; THENCE DEPARTING SAID EAST LINE SOUTH 57°09'17" WEST, 167.09 FEET TO THE **POINT OF BEGINNING** AS SHOWN ON THE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 1,207 SQUARE FEET

BASIS OF BEARINGS

SOUTH 00°45'42" EAST BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN BOOK 157, PAGE 48 OF PLATS.

END OF DESCRIPTION

21-0591
09/15/2021

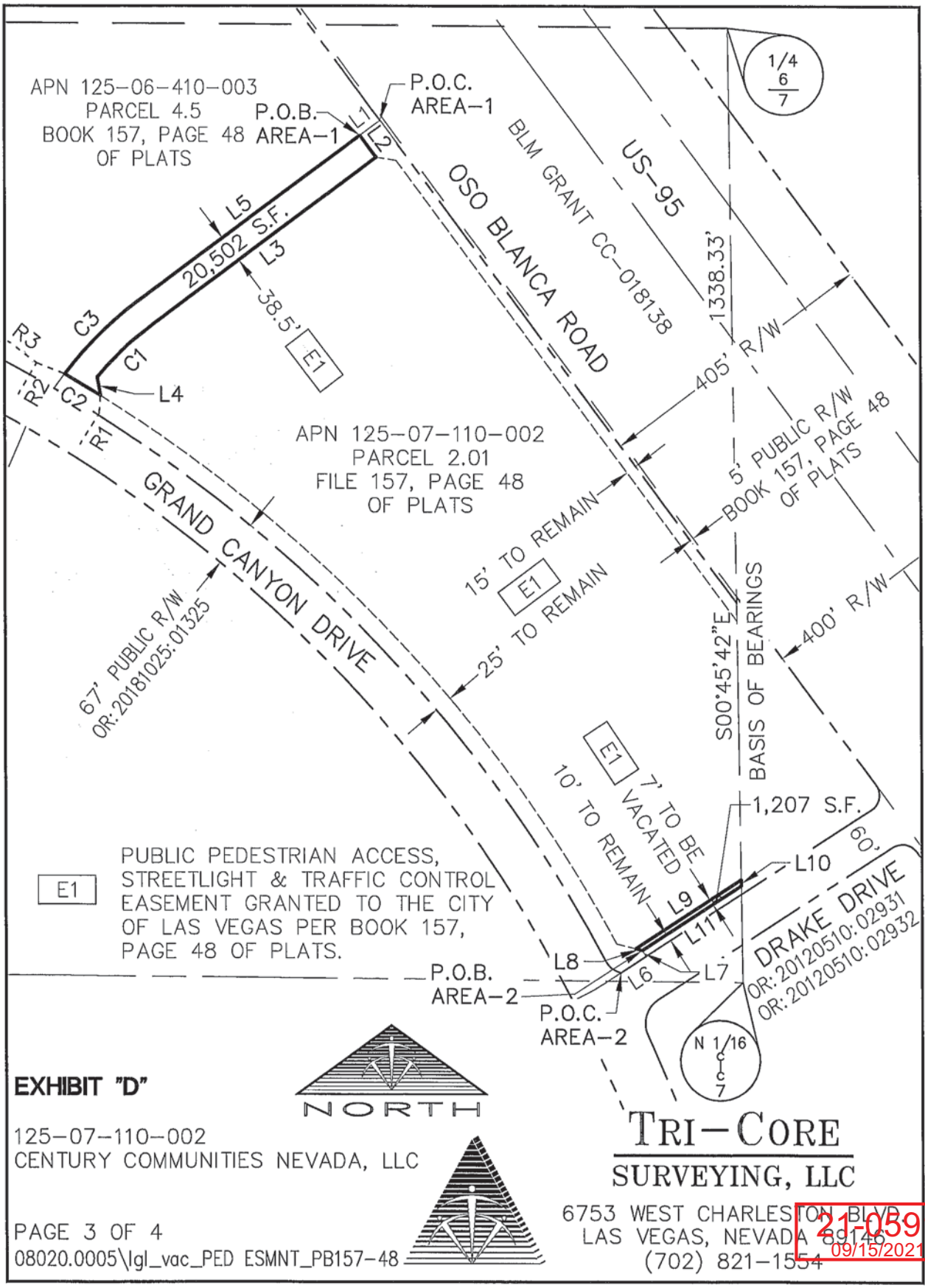


EXHIBIT "D"

125-07-110-002
CENTURY COMMUNITIES NEVADA, LLC

PAGE 3 OF 4
08020.0005\lgl_vac_PED ESMNT_PB157-48

TRI-CORE
SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89146
(702) 821-1554

21-0591
09/15/2021

LINE TABLE		
LINE	BEARING	LENGTH
L1	S53°23'36"W	35.00'
L2	S36°36'24"E	38.50'
L3	S53°23'36"W	392.48'
L4	S09°49'09"E	26.43'
L5	N53°23'36"E	392.48'
L6	N57°09'17"E	41.97'
L7	N32°50'43"W	10.00'
L8	N75°30'23"W	9.52'
L9	N57°09'17"E	177.92'
L10	S00°45'42"E	8.26'
L11	S57°09'17"W	167.09'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	13°19'19"	461.50'	107.30'
C2	1°38'08"	2058.50'	58.76'
C3	16°20'12"	500.00'	142.56'

RADIAL TABLE	
LINE	BEARING
R1	N31°48'36"E
R2	N30°10'28"E
R3	N52°56'36"W

EXHIBIT "D"

125-07-110-002
CENTURY COMMUNITIES NEVADA, LLC

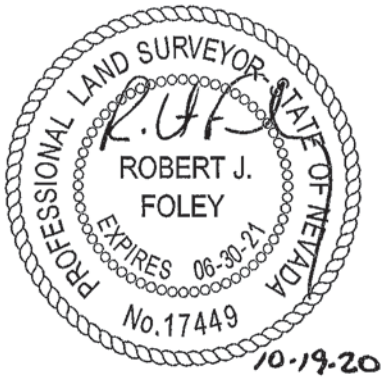
PAGE 4 OF 4
08020.0005\lgl_vac_PED ESMNT_PB157-48

TRI-CORE
SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89146
(702) 821-1554

21-0591
09/15/2021

A.P.N. 125-07-501-006
GRANTOR: Century Communities Nevada, LLC

EXHIBIT "B"



TRI-CORE SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89146

File: 08020.0005\lgl_vac_Pat Esmnt_19910530-00395
By: RF
Date October 16, 2020

EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED EAST OF GRAND CANYON DRIVE AN NORTH OF DRAKE DRIVE FOR ROAD, PUBLIC UTILITY AND FLOOD CONTROL EASEMENT VACATION PURPOSES.

LEGAL DESCRIPTION

AN EASEMENT FOR ROAD, PUBLIC UTILITIES AND FLOOD CONTROL PURPOSES GRANTED IN PATENT No. 27-91-0090 RECORDED MAY 30, 1991 AS INSTRUMENT No. 199105300000395 CLARK COUNTY OFFICIAL RECORDS. SITUATE IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

THE WEST 40.00 FEET OF GOVERNMENT LOT 7 IN SAID SECTION 7;

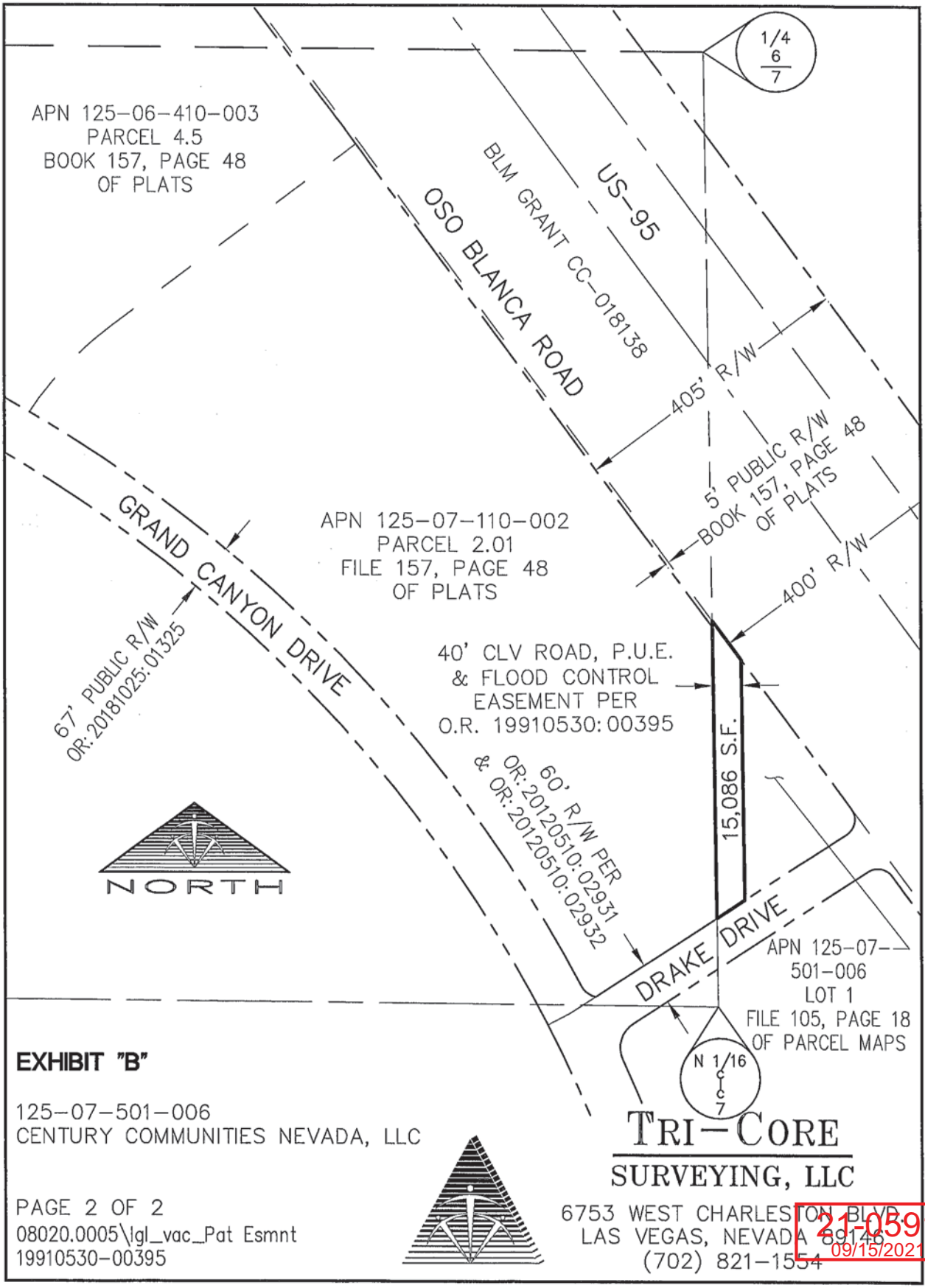
EXCEPTING THEREFROM ANY PORTION OF SAID WEST 40.00 FEET LYING NORTHERLY OF THE SOUTHWESTERLY BOUNDARY OF THE "F6" FRONTAGE ROAD OF THE STATE OF NEVADA DEPARTMENT OF TRANSPORTATION PROJECT No. QF-095-2(12), APPROVED FEBRUARY 2, 1988;

FURTHER EXCEPTING THEREFROM ANY PORTION OF SAID WEST 40.00 FEET LYING SOUTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF DRAKE DRIVE DEDICATED TO THE CITY OF LAS VEGAS PER INSTRUMENT No. 20120510:02931 CLARK COUNTY OFFICIAL RECORDS AS SHOWN ON THE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 15,086 SQUARE FEET

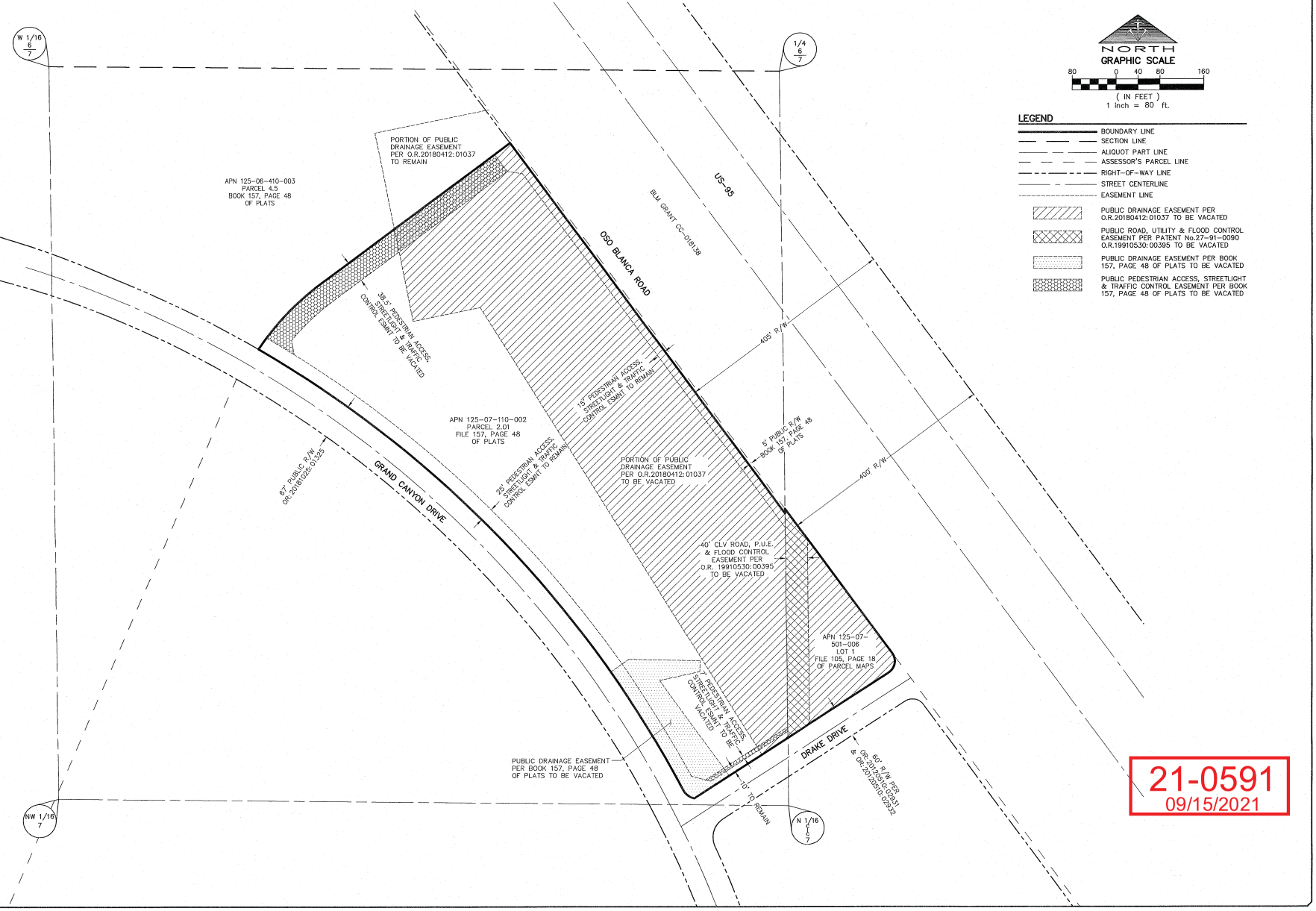
END OF DESCRIPTION

21-0591
09/15/2021


APN 125-06-410-003
PARCEL 4.5
BOOK 157, PAGE 48
OF PLATS
1/4
6
7
US-95
BLM GRANT CC-018138
OSO BLANCA ROAD
405' R/W
5' PUBLIC R/W
BOOK 157, PAGE 48
OF PLATS
400' R/W
APN 125-07-110-002
PARCEL 2.01
FILE 157, PAGE 48
OF PLATS
GRAND CANYON DRIVE
67' PUBLIC R/W
OR:20181025:01325
40' CLV ROAD, P.U.E.
& FLOOD CONTROL
EASEMENT PER
O.R. 19910530:00395
15,086 S.F.
60' R/W PER
OR:20120510:02931
& OR:20120510:02932
DRAKE DRIVE
APN 125-07-
501-006
LOT 1
FILE 105, PAGE 18
OF PARCEL MAPS
N 1/16
C
C
7
NORTH
EXHIBIT "B"
125-07-501-006
CENTURY COMMUNITIES NEVADA, LLC
PAGE 2 OF 2
08020.0005\lgl_vac_Pat Esmnt
19910530-00395
TRI-CORE
SURVEYING, LLC
6753 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89146
(702) 821-1554
21-0591
09/15/2021

VACATION EXHIBIT

PORTIONS OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AND THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M.; CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



NORTH

GRAPHIC SCALE

80 0 40 80 160

(IN FEET)

1 inch = 80 ft.

LEGEND

- BOUNDARY LINE
- SECTION LINE
- ALIQUOT PART LINE
- ASSESSOR'S PARCEL LINE
- RIGHT-OF-WAY LINE
- STREET CENTERLINE
- EASEMENT LINE
- PUBLIC DRAINAGE EASEMENT PER O.R.20180412:01037 TO BE VACATED
- PUBLIC ROAD, UTILITY & FLOOD CONTROL EASEMENT PER PATENT No.27-91-0090 O.R.19910530:00395 TO BE VACATED
- PUBLIC DRAINAGE EASEMENT PER BOOK 157, PAGE 48 OF PLATS TO BE VACATED
- PUBLIC PEDESTRIAN ACCESS, STREETLIGHT & TRAFFIC CONTROL EASEMENT PER BOOK 157, PAGE 48 OF PLATS TO BE VACATED

21-0591
09/15/2021

City Council - Page 579

P:\06020.0005 Skye Canyon 2.01\Mapping\Legals\Vac Exhibit.dwg rfoley Mon, 19 Oct 2020 - 10:57am

NO.	DESCRIPTION	DATE	APP'D

The Contractor shall verify and be responsible for all dimensions. DO NOT scale this drawing - any errors or omissions shall be reported to the Consultant immediately. It is the Contractor's responsibility to provide shop drawings to all consultants for review before any portion of the work is executed. Shop drawings will be returned for corrections only when the Contractor has stamped them as reviewed.

DATE : 10/19/2020
PM : RF
DRAWN BY : RF
DESIGNED BY :
CHECKED BY :
ADA CHECKED :
JOB NO. : 06020.0005
SCALE :

Copyright Reserved

TRI-CORE SURVEYING, LLC
LAND SURVEYING · CONSTRUCTION STAKING
MAPPING & LAND DEVELOPMENT SERVICES
BOUNDARY & TOPOGRAPHIC SURVEYS
8753 WEST CHARLESTON BLVD.
LAS VEGAS, NEVADA 89117
TEL (702) 821-1554 FAX (702) 870-4378

NEXMETRO DEVELOPMENT, LLC

SKYE CANYON PARCEL 2.01

VACATION EXHIBIT

PROFESSIONAL LAND SURVEYOR
ROBERT J. FOLEY
No. 17449
EXPIRES 06-30-21
STATE OF NEVADA

10-19-20

SHEET 1 OF 1

FINAL MAP OF
SKYE CANYON II PHASE 5

A COMMON INTEREST COMMUNITY

BEING A SUBDIVISION OF PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE

MF LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY
AND G LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

DOES HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PARCEL OF LAND WHICH IS SHOWN UPON THIS PLAT OF:

SKYE CANYON II PHASE 5

AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DO HEREBY OFFER AND DEDICATE TO THE CITY OF LAS VEGAS ALL THE STREETS (EXCEPT PRIVATE STREETS) AND OTHER PUBLIC RIGHTS-OF-WAY AND GRANT THE EASEMENTS AS INDICATED AND OUTLINED HEREON, FOR THE USE OF THE PUBLIC.

FURTHERMORE, THE ABOVE NAMED OWNERS OF THE WITHIN PLATTED LANDS, DO HEREBY GRANT AND CONVEY TO NEVADA POWER COMPANY, A NEVADA CORPORATION d/b/a NV ENERGY, CENTRAL TELEPHONE COMPANY, d/b/a CENTURYLINK, LAS VEGAS VALLEY WATER DISTRICT, COX COMMUNICATIONS LAS VEGAS, INC., AND SOUTHWEST GAS CORPORATION, JOINTLY AND SEVERALLY, AND TO THEIR RESPECTIVE SUCCESSORS AND ASSIGNS:

1) AN EASEMENT ON ALL PROPERTY LINES ABUTTING PUBLIC OR PRIVATE STREETS FOR WATER FACILITIES, FIRE HYDRANTS, GAS LINES, ABOVE GROUND TRANSFORMERS, TELEPHONE EQUIPMENT PADS AND UNDERGROUND DISTRIBUTION LINES WITH ATTACHED APPURTENANCES, EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN BUILDING STRUCTURES, WHERE NO SIDEWALK EXISTS, THE WIDTH OF SAID EASEMENT SHALL BE DEFINED BY A LINE RUNNING PARALLEL WITH AND TEN FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE BACK OF CURB WITHIN SAID PUBLIC OR PRIVATE STREET, WHERE SIDEWALK EXISTS, THE WIDTH OF SAID EASEMENTS SHALL BE DEFINED BY A LINE RUNNING PARALLEL WITH AND FIVE FEET DISTANT, MEASURED AT RIGHT ANGLES, FROM THE BACK OF ANY STREET FRONTAGE SIDEWALK;

2) AN ADDITIONAL TWO FOOT WIDE EASEMENT WITHIN THE PLATTED LANDS AROUND TRANSFORMER PADS, ELECTRICAL EQUIPMENT PADS AND TELEPHONE EQUIPMENT PADS AND

3) A PERMANENT EASEMENT OVER ALL AREAS INDICATED HEREON AS PRIVATE STREETS, PUBLIC UTILITY EASEMENTS, OR COMMON ELEMENTS FOR THE CONSTRUCTION, MAINTENANCE, OPERATION, FINAL REMOVAL AND/OR ABANDONMENT OF WATER FACILITIES, FIRE HYDRANTS, GAS LINES, UNDERGROUND POWER AND TELEPHONE LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM.

FURTHER, THE ABOVE NAMED OWNERS DO HEREBY GRANT AND CONVEY TO THE CITY OF LAS VEGAS AND TO ITS SUCCESSORS AND ASSIGNS A FIVE-FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS OR COMMON ELEMENTS ABUT PUBLIC STREETS FOR PURPOSES OF PLACING PUBLIC FIRE HYDRANTS, PUBLIC DRAINAGE FACILITIES, PUBLIC STREETLIGHTS, TRAFFIC SIGNALS, CONDUITS AND APPURTENANCES, THERETO, AND AN ADDITIONAL EASEMENT OF UP TO TWO FEET IN RADIUS FROM EACH FIRE HYDRANT, STREETLIGHT, TRAFFIC SIGNAL, CONDUIT AND APPURTENANCE, TO EXTEND BEYOND THE FIVE-FOOT EASEMENT IF NECESSARY, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THESE EASEMENTS. A MINIMUM FIVE FOOT WIDE PEDESTRIAN WALKWAY EASEMENT IS HEREBY GRANTED OVERLYING ALL SIDEWALKS LOCATED IN COMMON ELEMENTS ABUTTING PUBLIC STREETS, WHERE SUCH SIDEWALKS ARE NOT LOCATED WITHIN EXISTING PUBLIC RIGHT-OF-WAY, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM THESE EASEMENTS.

Marc Andre Boldua 8/29/18
BY: DULY AUTHORIZED MARC ANDRE' BOLDUA DATE
AS:
OF: MF LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

Marc Andre Boldua 8/29/18
BY: DULY AUTHORIZED MARC ANDRE' BOLDUA DATE
AS:
OF: G LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

STATE OF NEVADA } SS.
COUNTY OF CLARK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 29, 2018
BY: Marc Andre' Boldua
AS: Duly Authorized
OF: MF LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

Dulce Juarez
BY:
NOTARY PUBLIC
MY APPOINTMENT EXPIRES: JAN. 10, 2022

DULCE GUARNEROS-J
Appt. No. 92-3016-1
My Appt. Expires Jan 10, 2022

ACKNOWLEDGEMENT

STATE OF NEVADA } SS.
COUNTY OF CLARK }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 29, 2018
BY: Marc Andre' Boldua
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OF: G LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY

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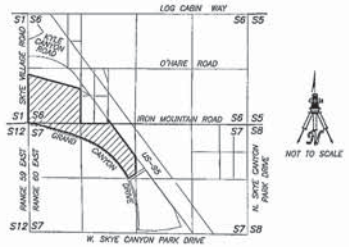


VICINITY MAP

PORTIONS OF SECTIONS 6 AND 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, JASON G. KLINE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF MF LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY.
2. THE LANDS SURVEYED LIE WITHIN THE SOUTH HALF (S1/2) OF SECTION 6 AND NORTH HALF (N1/2) OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON JUNE 25, 2018.
3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
4. THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED.

JASON G. KLINE
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 17827

JASON G. KLINE Exp. 6/30/19 No. 17827

8-27-18

APPROVALS

WE THE HEREIN NAMED PUBLIC UTILITY COMPANY AND AGENCY, APPROVE THE GRANT OF THE DESIGNATED EASEMENTS.

Mario Gomez 8/29/18
BY: MARIO GOMEZ DATE
NEVADA POWER COMPANY, A NEVADA CORPORATION d/b/a NV ENERGY

Diane M. Schumer 8-28-18
BY: DIANE M. SCHUMER DATE
CENTRAL TELEPHONE COMPANY, d/b/a CENTURYLINK

Matthew Pedroza 6 Sep 2018
BY: MATTHEW PEDROZA DATE
SOUTHWEST GAS CORPORATION

10-23-18
BY: MANDY BALISTRERI DATE
COX COMMUNICATIONS LAS VEGAS, INC.

Dianne Doan 10-10-18
BY: DIANNE DOAN DATE
LAS VEGAS VALLEY WATER DISTRICT

11-1-18
BY: ALLEN PAVELKA, P.E. #9029 DATE
CITY OF LAS VEGAS, CITY ENGINEER

SHEET 1 OF 5

CITY SURVEYOR'S CERTIFICATE

I, ALAN R. RIEKKI, CITY SURVEYOR FOR THE CITY OF LAS VEGAS, NEVADA DO HEREBY CERTIFY THAT I HAVE EXAMINED THE FINAL SUBDIVISION MAP;

SKYE CANYON II PHASE 5

AND AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

Randy W. McDonald 05-Nov-2018
FOR ALAN R. RIEKKI, P.L.S. NO. 11441 DATE
CITY SURVEYOR
CITY OF LAS VEGAS, NEVADA
NEVADA LICENSE NO. 12469

CERTIFICATE OF DIRECTOR OF PLANNING APPROVAL

I CERTIFY THAT THIS FINAL MAP SUBSTANTIALLY COMPLIES WITH THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO; THAT THE MAP COMPLIES WITH THE APPLICABLE STATUTORY AND ORDINANCE PROVISIONS; THAT ALL CONDITIONS IMPOSED UPON THE FINAL MAP HAVE BEEN MET; AND THAT THE MAP WAS APPROVED AND THE PARCELS HEREIN WERE ACCEPTED FOR DEDICATION BY THE DIRECTOR OF PLANNING.

ON THIS 5th DAY OF November, 2018.

Peter Lowenstein
ON BEHALF OF
ROBERT SUMMERFIELD, AICP
DIRECTOR OF PLANNING
CITY OF LAS VEGAS, NEVADA

DIVISION OF WATER RESOURCES

THIS FINAL MAP IS APPROVED BY THE DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY SUBJECT TO THE REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

P.E. 10/25/18
BY: JOHN SULLIVAN, P.E. DATE
FOR THE DIVISION OF WATER RESOURCES

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS FINAL MAP IS APPROVED BY THE SOUTHERN NEVADA HEALTH DISTRICT, THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES AND IS PREDICATED UPON PLANS FOR A PUBLIC WATER SUPPLY AND A COMMUNITY SYSTEM FOR DISPOSAL OF SEWAGE.

Walter S. Rose 10/23/2018
BY: WALTER S. ROSE DATE
FOR THE SOUTHERN NEVADA HEALTH DISTRICT

BASIS OF BEARINGS

NORTH 00°04'48" WEST, BEING THE BEARING OF THE WEST LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN FILE 151, PAGE 14 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

LEGAL DESCRIPTION

SEE SHEET 2 FOR LEGAL DESCRIPTION.

COUNTY RECORDER'S NOTE

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX: N.R.S. 278.5693.

FMP-73971

FINAL MAP OF
SKYE CANYON II PHASE 5
A COMMON INTEREST COMMUNITY

BEING A SUBDIVISION OF PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING
5740 SOUTH ARVILLE STREET, #206
LAS VEGAS, NEVADA 89118
PH:702.212.3967 FX:702.212.3963

INSTRUMENT NO. 1245
OFFICIAL RECORDS
BOOK NO. 20181106
FILED FOR WALLACE MORRIS KLINE SURVEYING
DATE 11/6/2018 TIME 2:15 PM
BOOK 157 OF PLATS PAGE 48
CLARK COUNTY, NEVADA
DEBBIE CONWAY
FEE $ 105.00 DEPUTY KWD

BOOK 157 , PAGE 48

OLV-18126

21-0591
09/15/2021

FINAL MAP OF

SKYE CANYON II PHASE 5

A COMMON INTEREST COMMUNITY

BEING A SUBDIVISION OF PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

LEGAL DESCRIPTION

THOSE PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 6;

THENCE ALONG THE WESTERLY LINE OF SAID SECTION 6, NORTH 00°04'48" WEST, 1181.68 FEET;

THENCE DEPARTING THE WESTERLY LINE OF SAID SECTION 6, SOUTH 74°56'39" EAST, 1188.26 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 915.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 10°06'32", AN ARC LENGTH OF 161.44 FEET TO A POINT ON THE EASTERLY LINE OF SAID GOVERNMENT LOT 16, TO WHICH A RADIAL LINE BEARS NORTH 25°09'53" EAST;

THENCE ALONG THE EASTERLY LINE OF SAID GOVERNMENT LOT 16, SOUTH 00°22'27" WEST, 827.35 FEET TO A POINT ON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 6;

THENCE ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 6, SOUTH 89°34'33" EAST, 666.07 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 6;

THENCE ALONG THE EASTERLY LINE OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 6, NORTH 00°40'57" EAST, 106.94 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF US-95;

THENCE ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID US-95, SOUTH 36°36'24" EAST, 1132.58 FEET TO THE MOST NORTHERLY CORNER OF AMENDED PARCEL 1 AS SHOWN BY MAP THEREOF IN FILE 105, PAGE 18 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA;

THENCE ALONG THE WESTERLY LINE OF SAID AMENDED PARCEL 1, SOUTH 00°45'42" EAST 417.39 FEET;

THENCE DEPARTING THE WESTERLY LINE OF SAID AMENDED PARCEL 1, SOUTH 67°09'17" WEST, 202.79 FEET;

THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 11°22'29" WEST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 30.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 50°35'54", AN ARC LENGTH OF 26.49 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 61°58'24" WEST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 2033.50 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 39°50'57", AN ARC LENGTH OF 1414.30 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 22°07'27" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 1483.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 01°21'45", AN ARC LENGTH OF 35.27 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 23°29'11" WEST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 1517.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 06°09'25", AN ARC LENGTH OF 163.01 FEET;

THENCE NORTH 72°40'13" WEST, 104.69 FEET;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 100.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 31.76 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 35°31'28" WEST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 100.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 18°11'42", AN ARC LENGTH OF 31.76 FEET;

THENCE NORTH 72°40'13" WEST, 150.00 FEET;

THENCE NORTH 77°00'10" WEST, 132.38 FEET;

THENCE NORTH 72°40'13" WEST, 158.59 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 3538.50 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 06°21'37", AN ARC LENGTH OF 392.80 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 10°58'10" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 100.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 17°41'48", AN ARC LENGTH OF 30.89 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 28°39'57" WEST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 100.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 18°42'24", AN ARC LENGTH OF 32.65 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 09°57'33" EAST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 3548.50 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 02°25'19", AN ARC LENGTH OF 150.00 FEET TO A POINT OF REVERSE CURVATURE TO WHICH A RADIAL LINE BEARS NORTH 07°32'14" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 30.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 38°19'29", AN ARC LENGTH OF 20.07 FEET TO A POINT ON THE SOUTHERLY LINE OF THE AFOREMENTIONED SECTION 6, TO WHICH A RADIAL LINE BEARS SOUTH 45°51'43" WEST;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 6, NORTH 89°34'03" WEST, 48.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 53.17 ACRES, MORE OR LESS.



21-0591
09/15/2021

OLY-18126

SHEET 2 OF 5

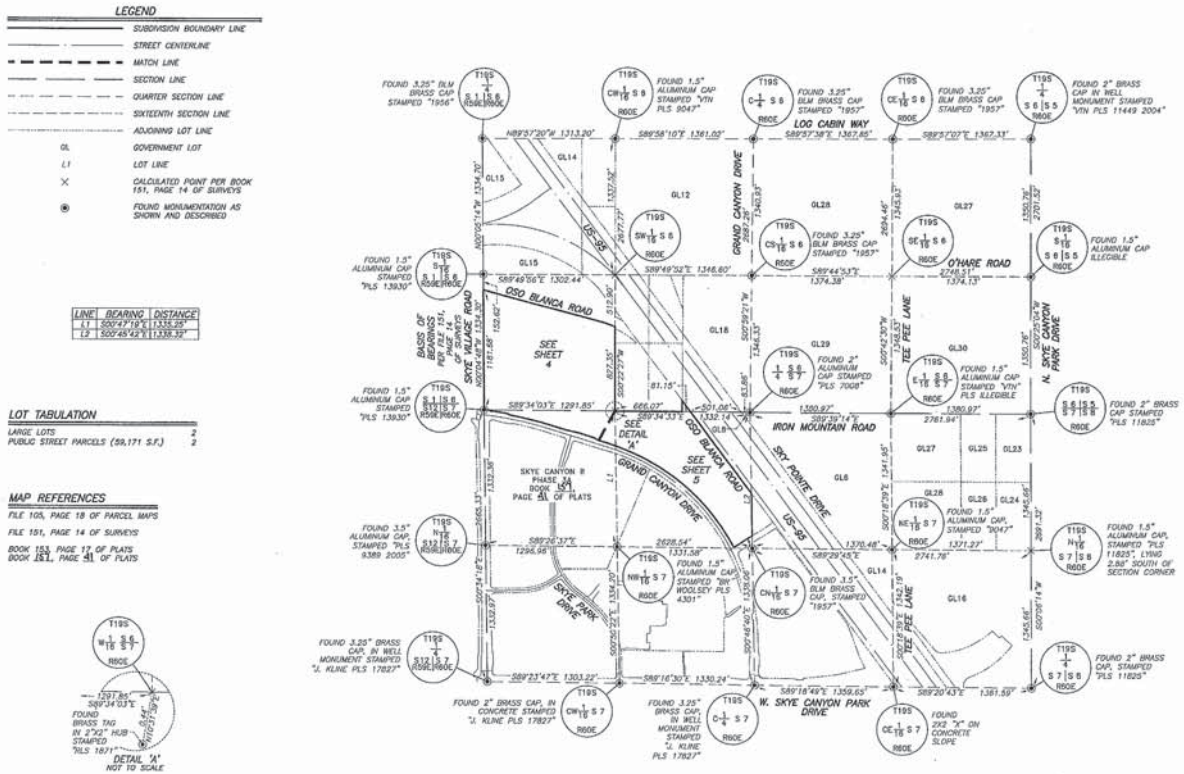
BOOK 137 , PAGE 48

FINAL MAP OF

SKYE CANYON II PHASE 5

A COMMON INTEREST COMMUNITY

BEING A SUBDIVISION OF PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



WATER COMMITMENT NOTE

RECORDATION OF THIS SUBDIVISION MAP WILL ESTABLISH A LIMITED WATER COMMITMENT FROM THE LAS VEGAS VALLEY WATER DISTRICT AS FOLLOWS:

LOT / BLOCK	ACRE-FEET / YEAR
4.5	1.0
2.01	1.0

LAS VEGAS VALLEY WATER DISTRICT NOTE

MAINTENANCE WORK ON FACILITIES LOCATED WITHIN UTILITY EASEMENTS GRANTED BY THIS MAP AND OWNED AND/OR OPERATED BY THE UTILITIES (BOTH FRANCHISE AND MUNICIPAL) MAY INCLUDE THE PLACEMENT OF AN ASPHALT OR CONCRETE PATCH AS APPLICABLE. NO EFFORT WILL BE MADE TO REPLACE OR MATCH ANY DECORATIVE SURFACE, LANDSCAPE FEATURE, OR ANY OTHER IMPROVEMENTS DISTURBED AS A RESULT OF THE MAINTENANCE ACTIVITIES OF THE UTILITIES OR THEIR AUTHORIZED REPRESENTATIVES.

ALL COMMON AREAS AND UTILITY EASEMENTS INDICATED HEREON AS "COMMON ELEMENTS", OR "UTILITY EASEMENTS" ARE TO BE PRIVATELY MAINTAINED BY THE OWNER'S ASSOCIATION (OR PROPERTY OWNER IF NO OWNER ASSOCIATION IS TO BE FORMED).

OLY-18126

SHEET 3 OF 5

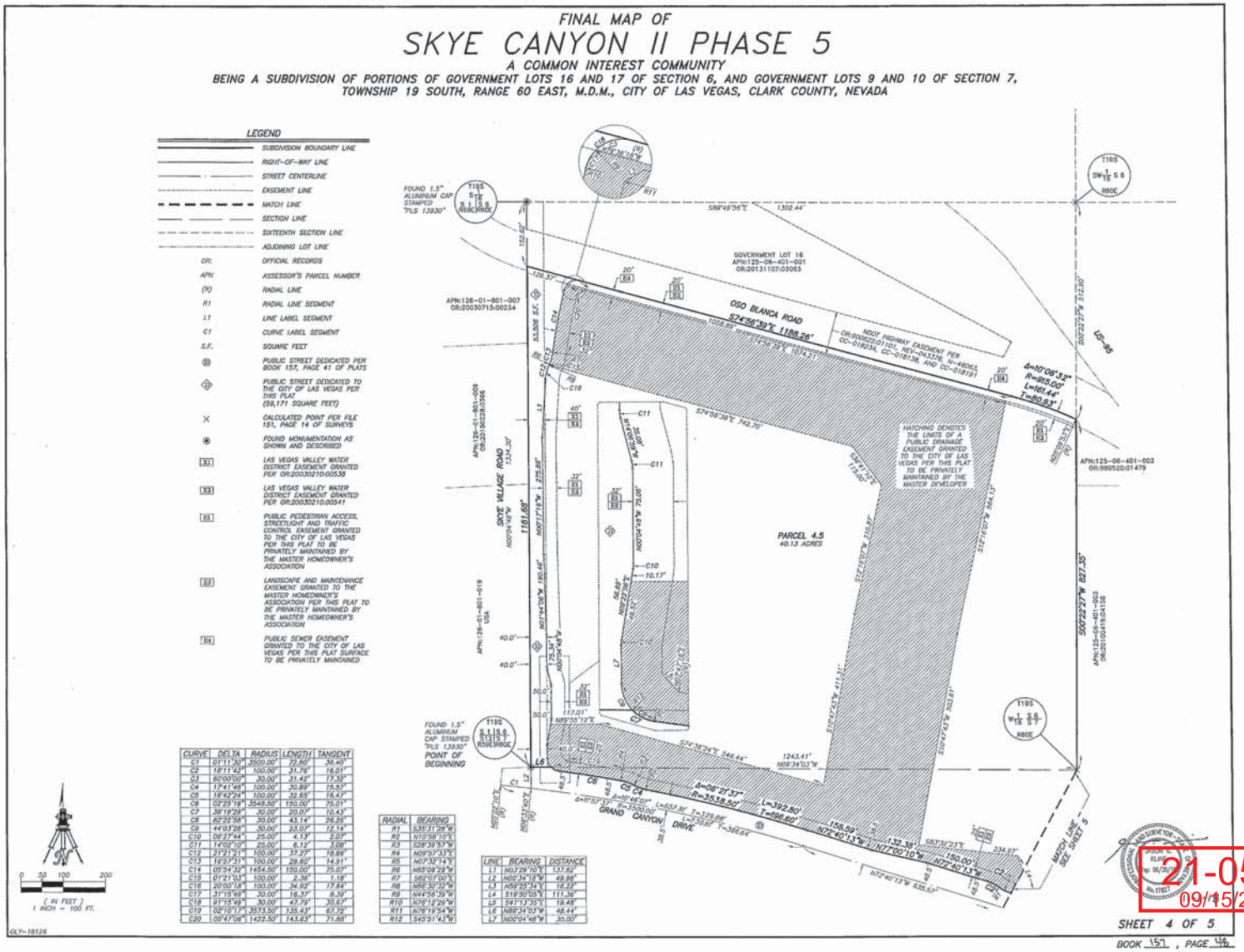
BOOK 157 , PAGE 46

21-0591
09/15/2021

FINAL MAP OF
SKYE CANYON II PHASE 5

A COMMON INTEREST COMMUNITY

BEING A SUBDIVISION OF PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	01°11'30"	3500.00'	72.85'	36.40'
C2	18°11'42"	100.00'	31.76'	16.01'
C3	60°00'00"	30.00'	31.42'	17.32'
C4	17°41'48"	100.00'	30.89'	15.57'
C5	18°43'24"	100.00'	32.67'	16.47'
C6	02°29'19"	3548.50'	150.00'	75.01'
C7	38°19'29"	30.00'	20.07'	10.43'
C8	62°29'06"	30.00'	43.14'	24.26'
C9	44°03'28"	30.00'	23.07'	12.14'
C10	09°27'44"	25.00'	4.13'	2.07'
C11	14°09'10"	25.00'	6.17'	3.08'
C12	21°21'21"	100.00'	37.27'	18.85'
C13	16°57'31"	100.00'	29.60'	14.91'
C14	05°54'32"	1454.50'	150.00'	75.07'
C15	01°21'03"	100.00'	2.36'	1.18'
C16	20°00'18"	100.00'	34.92'	17.64'
C17	31°15'49"	30.00'	16.37'	8.39'
C18	91°15'49"	30.00'	47.79'	30.67'
C19	02°10'17"	3573.50'	135.43'	67.72'
C20	05°47'08"	1422.50'	143.63'	71.88'

RADIAL	BEARING
R1	S35°31'28"W
R2	N10°58'10"E
R3	S28°39'53"W
R4	N09°35'33"E
R5	N07°32'14"E
R6	N65°09'29"W
R7	S82°07'20"E
R8	N56°30'32"W
R9	N44°56'39"W
R10	N76°12'29"W
R11	N76°19'54"W
R12	S45°51'43"W

LINE	BEARING	DISTANCE
L1	N03°29'10"E	137.62'
L2	N00°34'16"W	49.98'
L3	N59°35'14"E	18.22'
L4	S19°30'05"E	111.36'
L5	S41°13'35"E	19.48'
L6	N89°34'03"W	48.44'
L7	N00°04'48"W	30.00'

GLY-18126

SHEET 4 OF 5

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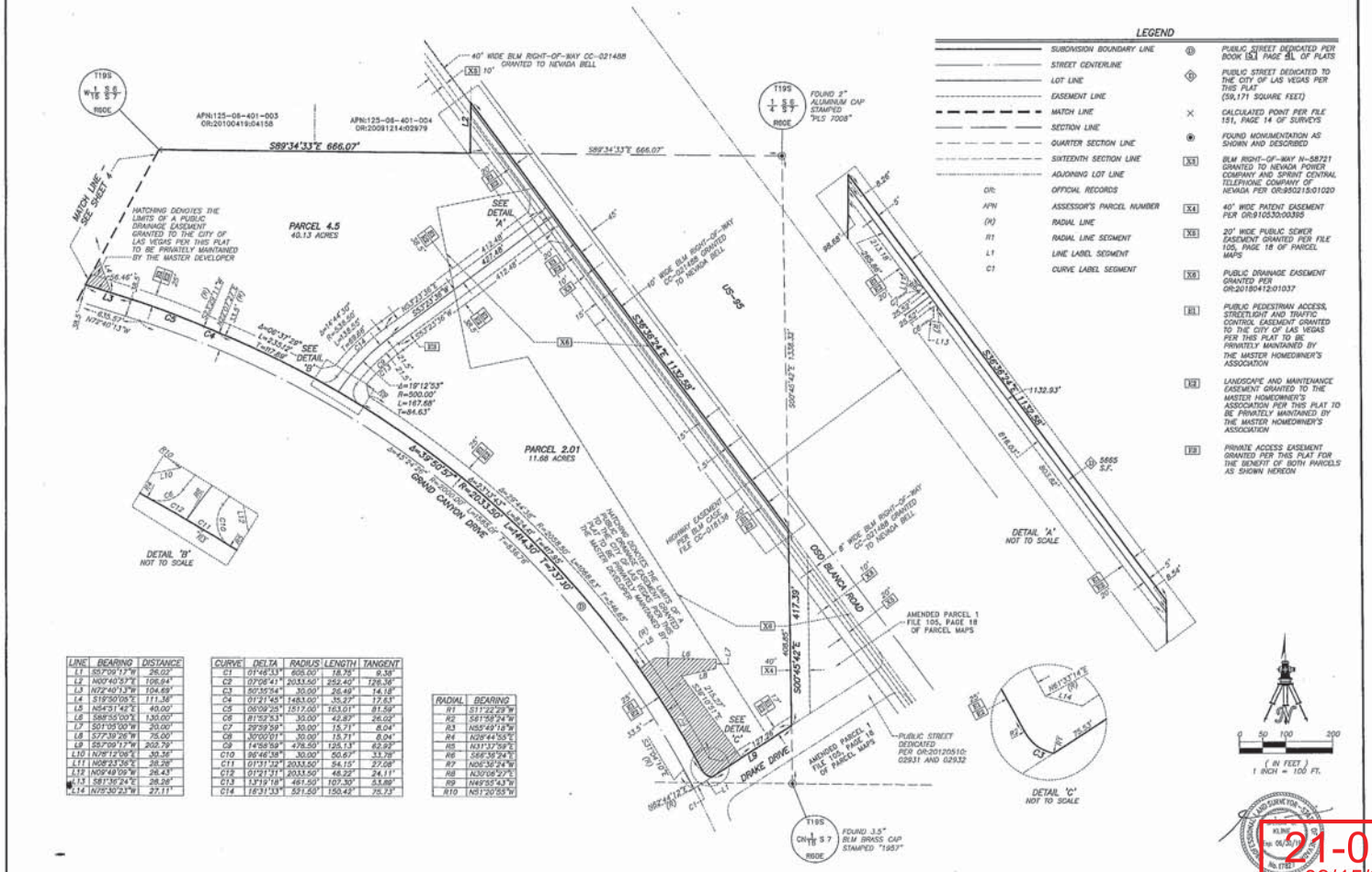
21-0591
09/15/2021

FINAL MAP OF
SKYE CANYON II PHASE 5

A COMMON INTEREST COMMUNITY

BEING A SUBDIVISION OF PORTIONS OF GOVERNMENT LOTS 16 AND 17 OF SECTION 6, AND GOVERNMENT LOTS 9 AND 10 OF SECTION 7, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



LINE	BEARING	DISTANCE
L1	S57°09'17"W	26.02'
L2	N00°40'57"E	106.94'
L3	N72°40'13"W	104.69'
L4	S19°50'09"E	111.56'
L5	N54°31'42"E	40.00'
L6	S89°55'00"E	130.00'
L7	S01°05'00"W	20.00'
L8	S77°39'26"W	75.00'
L9	S57°09'17"W	202.79'
L10	N76°12'09"E	30.32'
L11	N09°23'56"E	26.29'
L12	N09°49'09"W	26.43'
L13	S81°36'24"E	26.26'
L14	N79°30'23"W	27.11'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	01°46'13"	605.00'	18.35'	9.18'
C2	07°06'41"	2033.50'	252.40'	126.36'
C3	50°35'54"	30.00'	26.49'	14.18'
C4	01°21'45"	1483.00'	35.27'	17.63'
C5	06°09'25"	1517.00'	163.01'	81.59'
C6	81°53'53"	30.00'	42.87'	26.02'
C7	29°39'59"	30.00'	15.71'	8.04'
C8	30°00'01"	30.00'	15.71'	8.04'
C9	14°56'59"	478.50'	125.13'	62.92'
C10	96°46'38"	30.00'	50.67'	33.78'
C11	01°51'12"	2033.50'	54.15'	27.08'
C12	01°21'31"	2033.50'	48.22'	24.11'
C13	13°19'18"	461.50'	107.35'	53.89'
C14	16°31'33"	521.50'	150.42'	75.73'

RADIAL	BEARING
R1	S11°22'29"W
R2	S81°59'24"W
R3	N55°49'18"W
R4	N29°44'55"E
R5	N31°37'59"E
R6	S58°59'24"E
R7	N06°36'24"W
R8	N30°08'27"E
R9	N49°55'43"W
R10	N81°20'55"W

SHEET 5 OF 5

BOOK 157 , PAGE 48

21-0591
09/15/2021



21-0591-VAC1 - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC
NORTHEAST CORNER OF DRAKE DRIVE AND GRAND CANYON DRIVE

09/30/2021



21-0591-VAC1 - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC
NORTHEAST CORNER OF DRAKE DRIVE AND GRAND CANYON DRIVE

09/30/2021



21-0591-VAC1 - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC
NORTHEAST CORNER OF DRAKE DRIVE AND GRAND CANYON DRIVE

09/30/2021

Westwood

5740 S. Arville St., Suite 216
Las Vegas, NV 89118

main (702) 284-5300

CEN1904.001

September 15, 2021

City of Las Vegas
Planning and Development
333 S. Rancho Drive
Las Vegas, NV 89101

Re: Justification Letter for Skye Canyon Parcel 2.01 Vacation (VS)
APNs: 125-07-110-002 & 125-07-501-006

On behalf of our client, Century Communities, we respectfully submit this justification letter in support of a Vacation on the subject site.

The subject site is located within the Skye Canyon Master Development between Grand Canyon Drive and Oso Blanca Road north of West Skye Canyon Park Drive. The Assessor's Parcel Numbers are 125-07-110-002 & 125-07-501-006. The project will be developed using Skye Canyon Development Standards.

Vacation

As part of this development, we are requesting to vacate a portion of the Public Drainage Easement directly along the eastern edge of the subject site. The subject drainage easement is located in the Skye Canyon Master Planned Community and were dedicated to the City of Las Vegas in order for the City to maintain the drainage facilities per the Master Technical Drainage Study. There is a 40' Public CLV Roadway, Utility, and Flood Control Easement located along the western edge of the APN 125-07-501-006 and a Public Drainage Easement in the SW corner within the project boundary. Also, along the northern boundary edge, there are some Public Easements (Pedestrian Access, Streetlight, Traffic Control, Landscape, and Maintenance) that are intended to be vacated. The result of development within these areas will either eliminate the need for the easement or greatly reduce the necessary footprint, thereby eliminating the need for the public easements.

Please contact our office if you have any questions or require additional information. Thank you for your consideration of this application.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES



Chelsea Jensen
Assistant Project Manager

CC:
Joe Genovese, CEN

21-0591
09/15/2021

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: 21-0591-VAC1

SUBJECT: APPLICANT/OWNER: CENTURY COMMUNITIES OF-NEVADA, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***DECEMBER 15, 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, DECEMBER 14, 2021.***

Signature — Date: 12/9/2021

JOE GENOVESE

Please Print Name

CENTURY COMMUNITIES, INC.

Company Name

Submitted after final agenda

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

AGENDA ITEM #29
RECEIVED 12.09.21
12.15.21 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

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: 21-0591-VAC1

SUBJECT: APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 9, 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, NOVEMBER 8, 2021.***

Signature

11/03/2021
Date

Joe Genovese, Director of Land Acquisition
Please Print Name

Century Communities, Inc. - Nevada
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

ITEM 15
RECEIVED
11/03/21

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
30

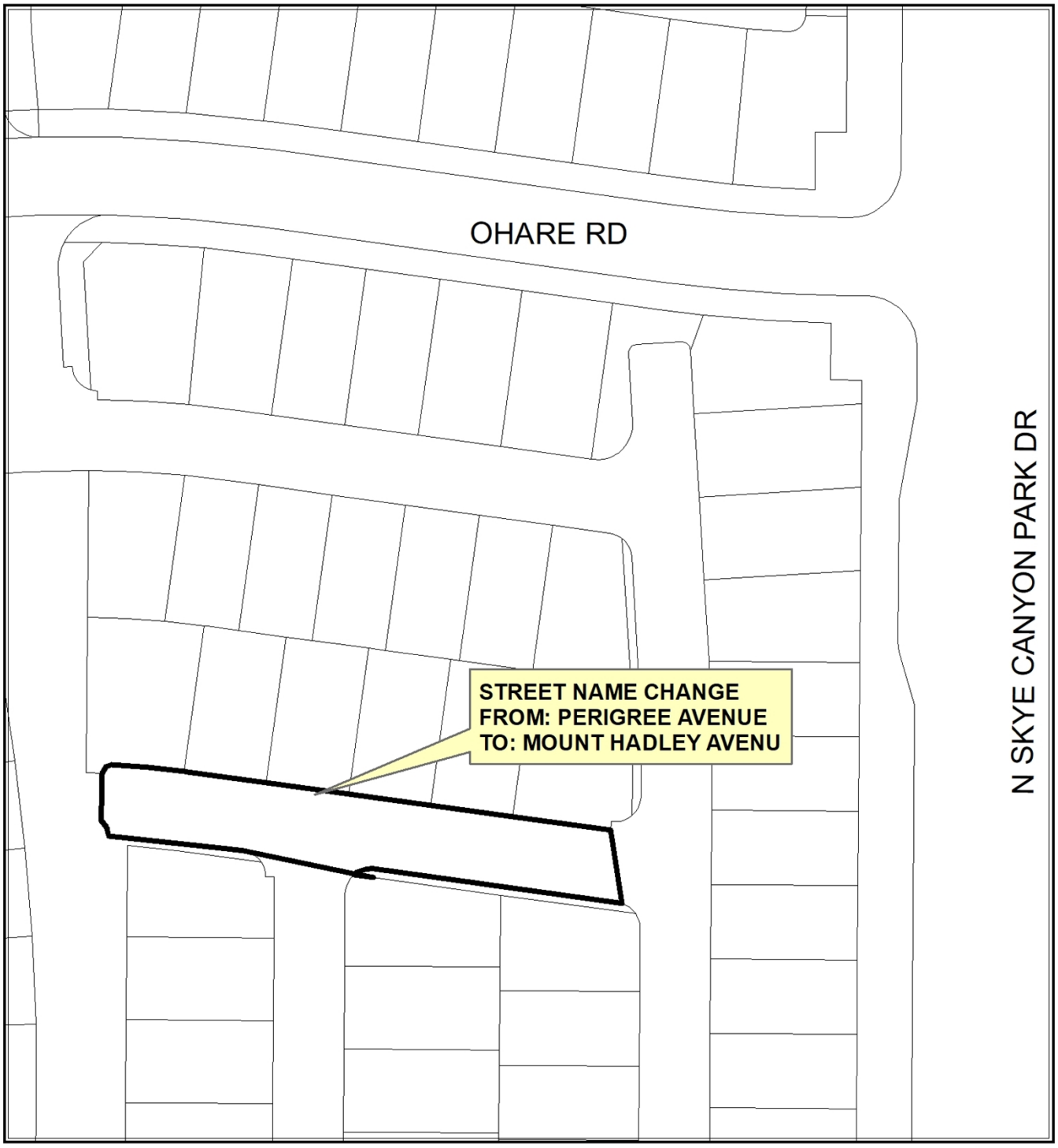
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0598-SNC1 - STREET NAME CHANGE - PUBLIC HEARING - APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC - For possible action on a Land Use Entitlement project request FROM: PERIGREE AVENUE TO: MOUNT HADLEY AVENUE generally located at the southwest corner of O'Hare Road and N Skye Canyon Park Dr, T-D (Traditional Development) Zone [L (Residential Low) Sunstone Special Land Use Designation], Ward 6 (Fiore). 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:

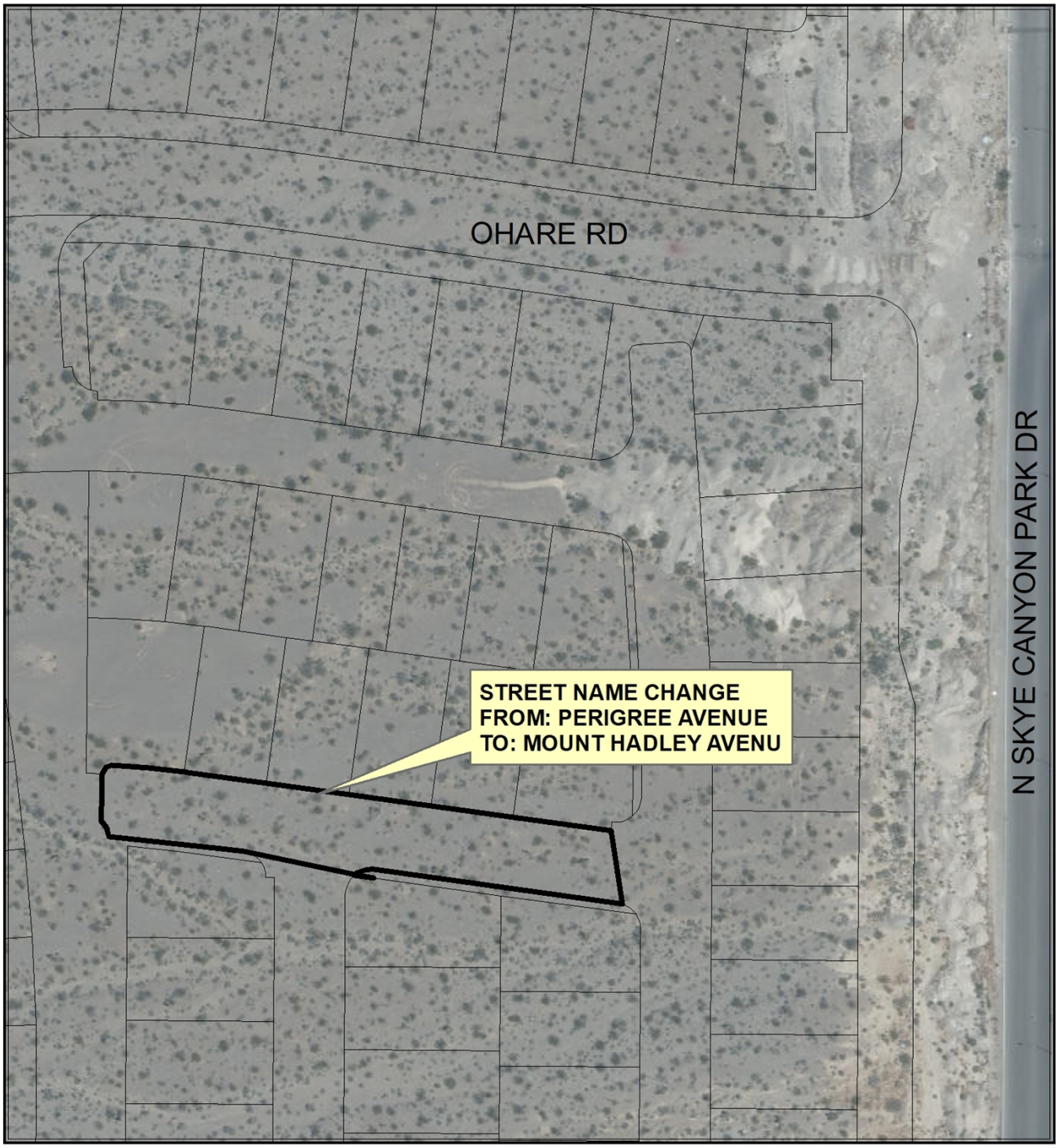
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Sunstone Approval Letter
7. Submitted after Final Agenda - Executed Condition Confirmation Documentation
8. Backup Submitted for the November 9, 2021 Planning Commission Meeting



CASE: 21-0598-SNC1

0 65 130
Feet

N



CASE: **21-0598-SNC1**

0 65 130
Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0598-SNC1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 14 (By City Clerk)

PROTESTS 0

APPROVALS 0

JB

** CONDITIONS **

21-0598-SNC1 CONDITIONS

Planning

1. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

2. The applicant shall be responsible for all costs related to this Street Name Change including signage and installation.

**** STAFF REPORT ****

PROJECT DESCRIPTION

A request from the applicant has been made to rename “Perigree Avenue” located within approved Sunstone Parcel E – Phase 1 (Book: 165 and Page: 069) residential subdivision to “Mount Hadley Avenue”.

ISSUES

- No building permits have been issued for the Perigree Avenue roadway alignment.

ANALYSIS

The street name (“Mount Hadley Avenue”) has been proposed to replace the existing “Perigree Avenue” road way alignment located within approved residential subdivision, “Sunstone Parcel E – Phase 1 (Book: 165 and Page: 069).” The applicant has indicated in the submitted justification letter date stamped September 16th, 2021 that this name change request is, “to continue the space/moon themed nomenclature of the community”.

The request meets the criteria for valid street names per the City of Las Vegas Street Naming and Addressing Assignment Regulations, 2009 Edition. This name was submitted to Las Vegas Fire and Rescue for verification and subsequently approved in November 2020. Therefore, staff recommends approval of the requested street name change.

FINDINGS (21-0598-SNC1)

Staff has no objection to the requested street name change. The right-of-way is currently under construction. There are currently six addresses associated with the existing Perigree Avenue road way alignment. However, no building permits have been issued for any of the existing addresses as the residential subdivision is currently under construction. All parcels with the residential subdivision are under the same ownership, and no homes within the residential subdivision have been constructed. Staff recommends approval of the requested Street Name Change (21-0598-SNC1), subject to conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/18/06	The City Council approved a request (GPA-9167) to amend a portion of the Centennial Hills Sector Plan of the General Plan to change land use designations from PCD (Planned Community Development), SC (Service Commercial) and PF (Public Facilities) to TND (Traditional Neighborhood Development) on 1,712 acres generally located north of Grand Teton Drive, between Puli Road and Fort Apache Road. The Planning Commission and staff recommended approval.
05/16/07	The City Council approved a Development Agreement (DIR-21605) between Kyle Acquisition Group, LLC and the City of Las Vegas on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road for the development of the Kyle Canyon Master Plan. The Planning Commission and staff recommended approval. In a related item, the City Council voted to approve a Parks Agreement between Kyle Acquisition Group, LLC and the City of Las Vegas. Staff recommended approval.
05/16/07	The City Council approved a request for a Rezoning (ZON-20543) from U (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] and R-E (Residence Estates) to T-D (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road. The Kyle Canyon Development Standards and Design Guidelines were approved as part of this action. The Planning Commission and staff recommended approval.
06/20/07	The Development Agreement between Kyle Acquisition Group, LLC and the City of Las Vegas was recorded in the Office of the County Recorder. The approved Parks Agreement was recorded together with the Development Agreement. This is the Effective Date of the Development Agreement.
11/21/18	The City Council approved a Variance (VAR-55892) to allow deviations from the Street Naming Guidelines and Street Naming Configuration sections of the City of Las Vegas Street Naming and Addressing Assignment Regulations, 2009 Edition on Horse Drive between U.S. 95 and Iron Mountain Road, Fort Apache Road between U.S. 95 and Moccasin Road, and Hualapai Way from Grand Teton Drive to Moccasin Road. The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/21/18	The City Council approved a request for a Street Name Change (SNC-55060) from Horse Drive to W Skye Canyon Park Dr (between the US 95 and Iron Mountain Road); from Fort Apache Road to N Skye Canyon Park Dr (between U.S. 95 and Moccasin Road); and from Hualapai Way to Skye Village Road (between Grand Teton Drive and Moccasin Road). The Planning Commission and staff recommended approval.
	The City Council approved the Fourth Amendment and Restatement of the Skye Canyon Development Agreement (DIR-74292), reducing the area within the Skye Canyon community from 1,663 acres to 1,031 acres. The Planning Commission and staff recommended approval.
	The City Council approved a Parks Agreement accompanying the Fourth Amendment to the Skye Canyon Development Agreement (DIR-74293). The Planning Commission and staff recommended approval.
	The City Council approved the Eastland Development Agreement (DIR-74289) between SC East Landco, LLC and the City of Las Vegas on approximately 633 acres at the southwest corner of Moccasin Road and N Skye Canyon Park Dr. The Planning Commission and staff recommended approval.
	The City Council approved a Parks Agreement accompanying the Eastland Development Agreement (DIR-74290). The Planning Commission and staff recommended approval.
01/16/19	The City Council adopted the Eastland Development and Parks Agreement through Ordinance #6666.
06/19/19	The City Council approved the Fifth Amendment and Restatement of the Skye Canyon Development Agreement on approximately 1,030 acres at the northwest corner of Grand Teton Drive and Grand Canyon Drive (DIR-76242). The Planning Commission and staff recommended approval.
	The City Council approved the Second Amendment and Restatement of the Parks Agreement accompanying the Fifth Amendment and Restatement of the Skye Canyon Development Agreement (DIR-76243). The Planning Commission and staff recommended approval.
	The City Council approved the First Amendment and Restatement of the Sunstone Development Agreement (thereby dissolving the Eastland) on approximately 628 acres at the southwest corner of Moccasin Road and N Skye Canyon Park Dr (DIR-76290). The Planning Commission and staff recommended approval.
	The City Council approved the First Amendment and Restatement of the Sunstone Parks Agreement (DIR-76291). The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/23/19	The Planning Commission approved a request for a Parent Tentative Map (TMP-76718) for a 22-Parcel Master Planned Community on 630.39 acres at the southwest corner of the Moccasin Road alignment and N Skye Canyon Park Dr. Staff recommended approval of the request.
02/10/20	A Final Map (FMP-77750) was processed for a 20-parcel Master Planned Community on 630.39 acres at the southwest corner of the Moccasin Road alignment and N Skye Canyon Park Dr. The map recorded on 02/10/20.
07/14/20	The Planning Commission approved Major Modification (MOD-78829 to allow an amendment to the Sunstone Master Plan located at the southwest corner of N Skye Canyon Park Drive and Moccasin Road. Planning Staff recommended approval.
	The Planning Commission approved Tentative Map (TMP-78830) for a 26-parcel master planned community on 630.39 acres at the southwest corner of the Moccasin Road alignment and N Skye Canyon Park Drive. Planning Staff recommended approval.
11/12/20	The Department of Planning processed a request for a Parcel Map (100059-PMP) for Technical Review of a three-lot parcel map (Parcel 3) on 126.85 acres located on the northwest side Tee Pee Lane and Iron Mountain Road. The map was finalized and recorded on 02/23/21.
11/18/20	The City Council approved a Variance (20-0004-VAR1) to allow trail as a suffix where such is not allowed and to allow a street name change to sunstone parkway where sunstone street already exists on property generally located at the southwest corner of the Moccasin Road alignment and North Skye Canyon Park Drive.
	The City Council approved a Street Name Change (20-0004-SNC1) to allow multiple street name changes from: Sunbridge Pointe Way to: Sun Park Drive; from: Skye Village Road to: Brightstone Trail; from: Skye Pointe Drive to: Sun Village Park Drive and from: Log Cabin Way to: Sunstone Parkway on property generally located at the southwest corner of the Moccasin Road alignment and North Skye Canyon Park Drive.
06/02/21	The City Council approved a request for a Street Name Change (21-0046-SNC1) from Tee Pee Lane to Erik Lloyd Street generally located on Tee Pee Lane street alignment between Iron Mountain Road and Brent Lane. Staff recommended approval of the request.
08/10/21	The Planning Commission approved a request for a Major Modification (21-0395-MOD1) to modify the parking requirements for the Trilogy Sunstone R-TH standards on 46.71 acres at the northeast corner of Log Cabin Way and the Sky Pointe Drive alignment.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project (21-0598-SNC1) request FROM: PERIGREE AVENUE TO: MOUNT HADLEY AVENUE generally located at the southwest corner of O'Hare Road and N Skye Canyon Park Drive, T-D (Traditional Development) Zone [L (Residential Low) Sunstone Special Land Use Designation], Ward 6 (Fiore).

Most Recent Change of Ownership	
06/25/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses associated with the subject site.

Pre-Application Meeting	
09/14/21	A pre-application meeting was held with the applicant to discuss submittal requirements for a Street Name Change application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/23/21	During a routine site inspection staff observed a residential subdivision that is currently under construction. There were no issues of note.

Details of Application Request	
Site Area	
Linear Feet	295

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Perigree Avenue	ROW (Right-of-Way)	ROW (Right-of-Way)
North	Undeveloped	TND (Traditional Neighborhood Development) – L (Residential Low)	T-D (Traditional Development)
South	Undeveloped	TND (Traditional Neighborhood Development) – L (Residential Low)	T-D (Traditional Development)
East	Undeveloped	TND (Traditional Neighborhood Development) – L (Residential Low)	T-D (Traditional Development)
West	Undeveloped	TND (Traditional Neighborhood Development) – L (Residential Low)	T-D (Traditional Development)

Master and Neighborhood Plan Areas	***Compliance***
Sunstone	N/A
Special Area and Overlay Districts	***Compliance***
T-D (Traditional Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

JB

DEVELOPMENT STANDARDS

Pursuant to the Street Naming and Address Assignment Regulations, 2009 Edition, the following standards are applicable to the proposed street name change:

Code Section	*Requirements*	*Proposed*
IV.B.1	A primary street name shall be used only once and shall not be used in any other alignment. The same primary street name cannot be repeated with a different suffix, in the case where the street crosses jurisdictional boundaries.	The proposed street name adheres to this requirement and does not exist in another location.
IV.B.8	Street names are restricted to a maximum of 20 characters (includes street name, space, affix, and suffix).	The proposed street name adheres to this requirement. (19 characters and spaces have been used)
IV.C.2	When used, “Avenue” shall represent a generally east/west street.	The proposed street name adheres to this requirement, as the subject street generally has an east/west orientation.
V.B.1	A newly developed street shall assume the name of the street with which it aligns unless the street does not and cannot in the future connect to an existing street segment along the alignment.	The subject street does not and cannot in the future connect to an existing street segment along the same alignment.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Street Name Change

Project Address (Location) Iron Mountain & Skye Canyon Park Drive

Project Name Luna at Sunstone Phase 1 **Proposed Use** single family residential

Assessor's Parcel #(s) 125-06-810-004 **Ward #** 6

General Plan: Existing TD Proposed NA **Zoning:** Existing TD Proposed NA

Additional Information

Property Owner Woodside Homes of Nevada, LLC Contact Scott Anderson

Address 7895 W. Sunset Road #110 City Las Vegas State NV Zip 89113

E-mail sanderson@woodsidehomes.com Phone 702-889-7824

Applicant Woodside Homes of Nevada, LLC Contact Scott Anderson

Address 7895 W. Sunset Road #110 City Las Vegas State NV Zip 89113

E-mail sanderson@woodsidehomes.com Phone 702-889-7824

Representative Westwood Professional Services Contact Hannah Swan

Address 5725 W. Badura Ave. #100 City Las Vegas State NV Zip 89118

E-mail lvproc@westwoodps.com / hannah.swan@westwoodps.com Phone 702-284-5349

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 PATRICK HELFRICH

Subscribed and sworn before me

This 19th day of AUGUST, 20 21

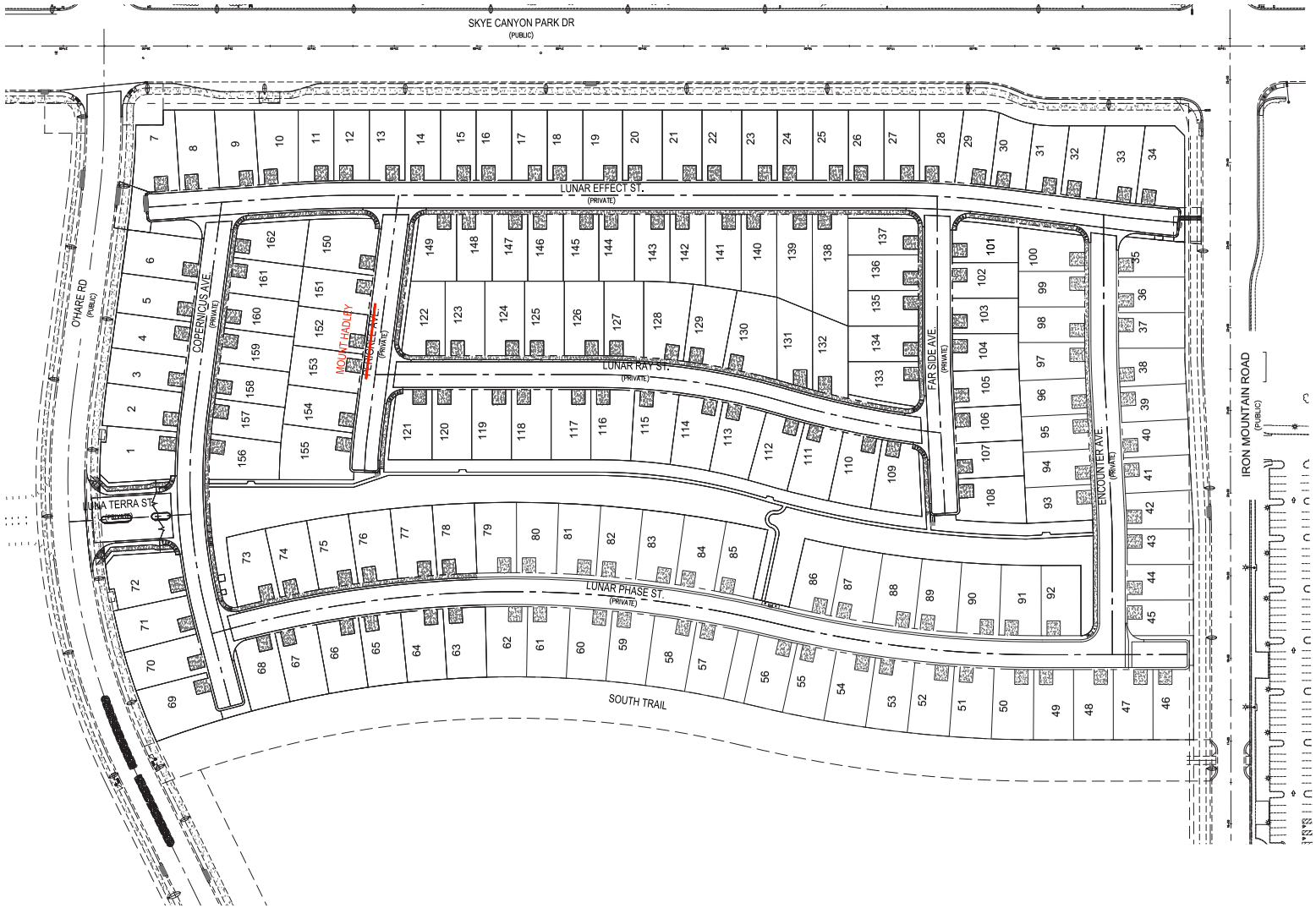
CLARK, NEVADA

Notary Public in and for said County and State

21-0598
09/16/2021

KARL YUSSIF BABA-DAWUDA
Notary Public-State of Nevada
APPT. NO. 18-9048-01
My Appt. Expires 06-26-2023

LUNA AT SUNSTONE
CITY OF LAS VEGAS



21-0598
09/16/2021

Westwood
Westwood Professional Services, Inc.
Phone (702) 284-5300
Toll Free (888) 937-5150
5740 S. Arville Street Suite 216
Las Vegas, NV 89118
westwoodps.com

Woodside Homes
BETTER BY DESIGN

OVERALL SITE EXHIBIT

DATE: 7/9/2021
SCALE: 1"= 60'
PROJECT #: WSH1905-000

I:\wsh1905-000 sunstone parcel e\dwg\figures\210902 sunstone parcel e- street name change.dwg 9/2/2021 1:54 PM Matt Burge

City of Las Vegas

COMBINED FIRE COMMUNICATIONS CENTER

SERVING THE CITY OF LAS VEGAS, CLARK COUNTY, AND NORTH LAS VEGAS

FIRE SERVICES / STREET NAME VALIDATION
SUBDIVISION LISTING

11/10/2020 7:38:17 AM

FIRM: Westwood Survey & Engineering
ENTITY: City Of Las Vegas Planning
SUBDIVISION: Sunstone Parcel E
PLANNING No.: TMP-PENDING
DESCRIPTION: 162 single family lots, 13 CE -- APN 125-06-810-004
REF NO: 15226

Street Name	Street Type	Disposition
Copernicus		Approved
Lunar Phase		Approved
Luna Terra		Approved
Galileo		Previously recorded
Astronomy		Previously recorded
Armstrong		Previously recorded
Selene		Street name sound alike
Blue Moon		Previously recorded
Moonlight		Previously recorded
Lunar Effect		Approved
Artemis		Previously recorded
Satellite		Previously recorded
Tidal Lock		Approved
Encounter		Approved
Magellan		Previously recorded
Apollo		Previously recorded
Lunar Ray		Approved
Mount Hadley		Approved
Callisto		Previously recorded
Titan		Previously recorded
Phoebe		Previously recorded
Apogee		Previously recorded
Perigree		Approved
New Moon		Previously recorded
Penumbra		Previously recorded
Supermoon		Street name duplicate
Aldrin		Previously recorded
Orbiter		Previously recorded
Clementine		Previously recorded
Night Sky		Previously recorded
Far Side		Approved
Syzygy		Approved

21-0598
09/16/2021



21-0598-SNC1 - APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC
SOUTHWEST CORNER OF O'HARE ROAD AND N SKYE CANYON PARK DR

09/23/2021



21-0598-SNC1 - APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC
SOUTHWEST CORNER OF O'HARE ROAD AND N SKYE CANYON PARK DR

09/23/2021

Westwood

5740 S. Arville St., Suite 216
Las Vegas, NV 89118

main (702) 284-5300

WSH1905-000

September 2, 2021

City of Las Vegas
Planning and Development
333 S. Rancho Drive
Las Vegas, NV 89101

Re: Justification Letter for Luna at Sunstone Parcel E Street Name Change (SNC)
APNs: 125-06-810-004

On behalf of our client, Woodside Homes, we respectfully submit this justification letter in support of a Street Name Change application on the subject site.

The subject site is located within the Sunstone Master Development on the northwest corner of Iron Mountain Road and Skye Canyon Park Drive. The Assessor's Parcel Number is 125-06-810-004. This is a Gated Community with Private Streets. We would like to request to change the Street Name from "Perigree" to "Mount Hadley" as part of our approved street name list, to continue the Space/Moon themed nomenclature of the Community.

The Phase 1 Final Map 100090-FMP recorded on August 18, 2021. At this time of Application submittal the addresses and APN numbers for each lot have not yet been issued. Woodside Homes owns the entire parcel and no lots have been sold at this time.

Currently an Amended Final Map has been submitted for review under 100156–FMP, including the desired updated street name.

Please contact our office if you have any questions or require additional information. Thank you for your consideration of this application.

Sincerely,
WESTWOOD PROFESSIONAL SERVICES



Hannah Swan
Project Coordinator

CC:
Scott Anderson, WSH
Matt Key, WPS

21-0598
09/16/2021

SUNSTONE

Scott Anderson
Woodside Homes of Nevada, LLC
7895 West Sunset Road #110
Las Vegas, Nevada 89113

09/16/2021

Re: **Sunstone ARC Street Name Change Approval** – Luna at Sunstone

Dear Scott,

The Sunstone Architectural Review Committee (ARC) has reviewed the street name change Justification Letter dated 09/02/2021, including the Fire Services / Street Name Validation Subdivision Listing and Overall Site Exhibit for Luna at Sunstone, prepared by Westwood Engineering. The request is to change the street name from “Perigree” to “Mount Hadley.” The Street Name change would continue the Space/Moon themed nomenclature for the Luna Community and is approved as submitted.

Feel free to contact us if you have any questions.

Sincerely,

Dave Cornoyer
Sunstone Architectural Review Committee

21-0598
09/16/2021

9275 West Russell Road
Suite 400
Las Vegas, Nevada 89148
702.736.9100

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: 21-0598-SNC1

SUBJECT: APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***DECEMBER 15, 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, DECEMBER 14, 2021.***

Signature

12/8/21
Date

Scott Anderson
Please Print Name

Woodside Homes of Nevada, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEM #30
RECEIVED 12.08.21 W-S
12.15.21 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

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: 21-0598-SNC1

SUBJECT: APPLICANT/OWNER: WOODSIDE HOMES OF NEVADA, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 9, 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, NOVEMBER 8, 2021.***

Signature

11/3/21
Date

Scott Anderson
Please Print Name

WOODSIDE HOMES OF NEVADA, LLC
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

ITEM 16
RECEIVED
11/08/21

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
31

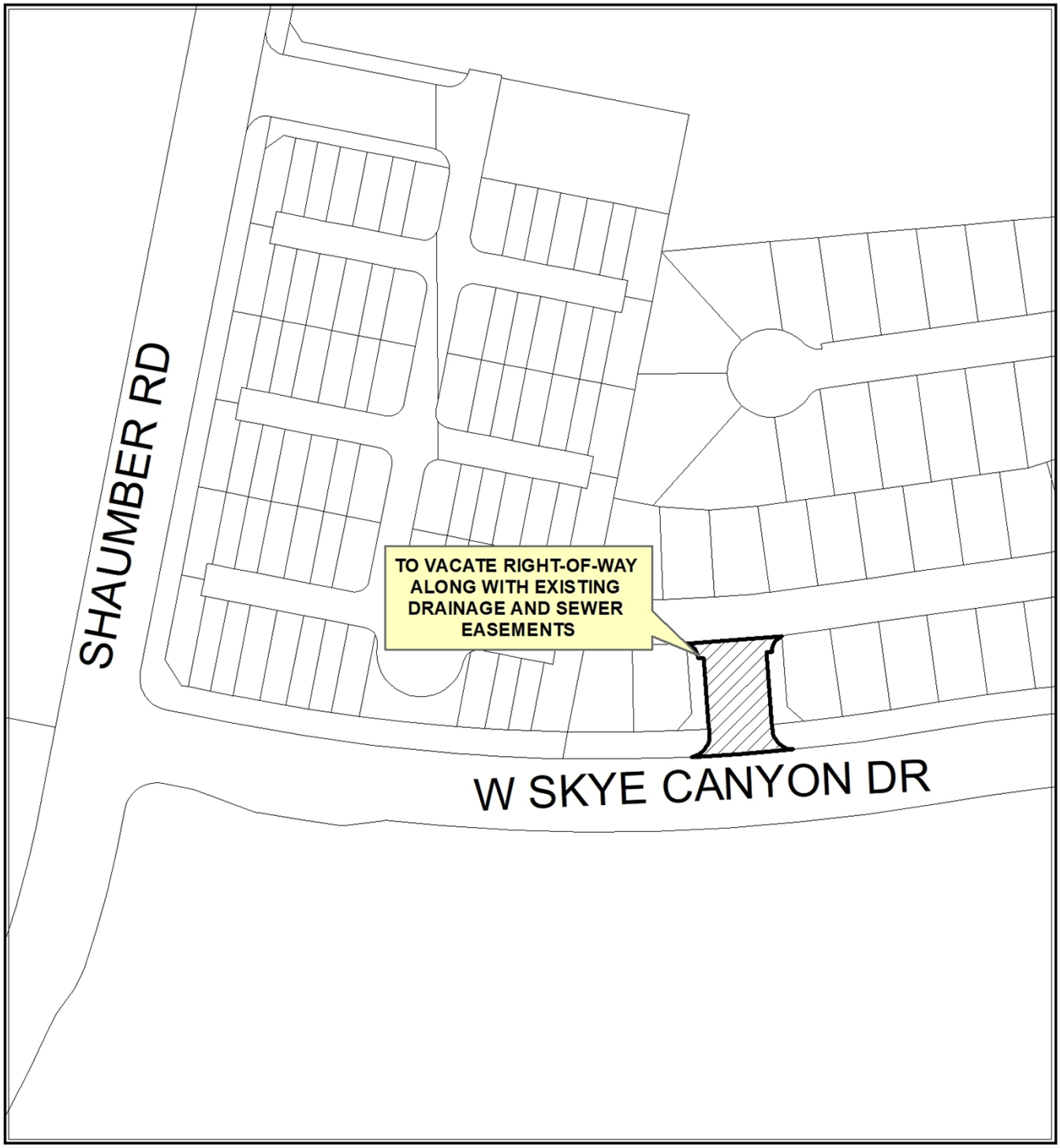
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0600 - PUBLIC HEARING - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC - For possible action on the following Land Use Entitlement project requests of 4.07 acres on the north side of W Skye Canyon Park Dr, approximately 595 feet west of Egan Crest Drive (APNs 126-12-614-065 and 066; 126-12-614-111 through 114 and 126-12-695-006), T-D (Traditional Development) Zone [ML (Residential Medium-Low) Skye Canyon Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire 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 APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - 21-0600-VAC1
2. Location and Aerial Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Skye Canyon Approval Letter
8. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest Postcard



CASE: 21-0600-VAC1

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Feet

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CASE: 21-0600-VAC1

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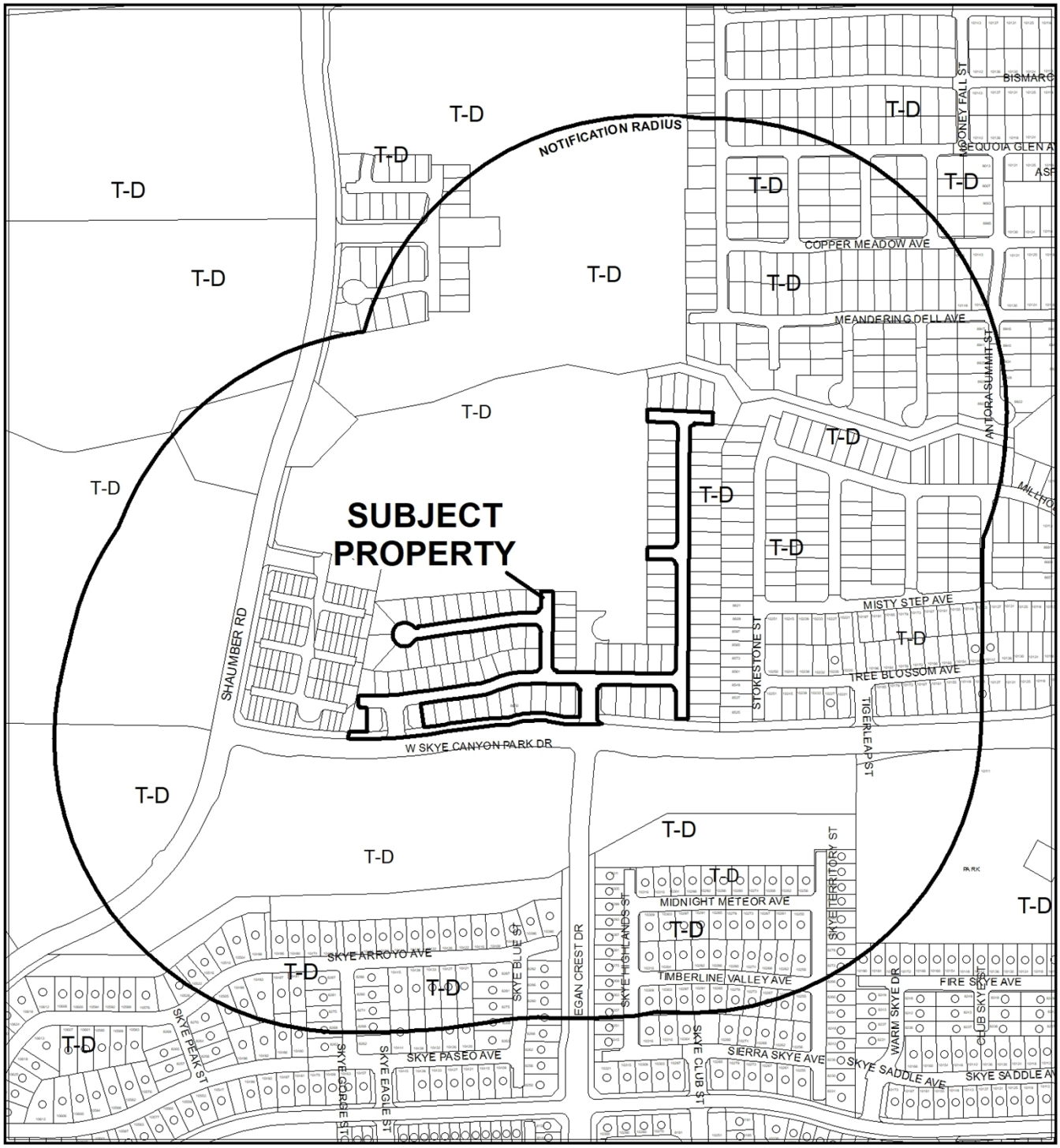
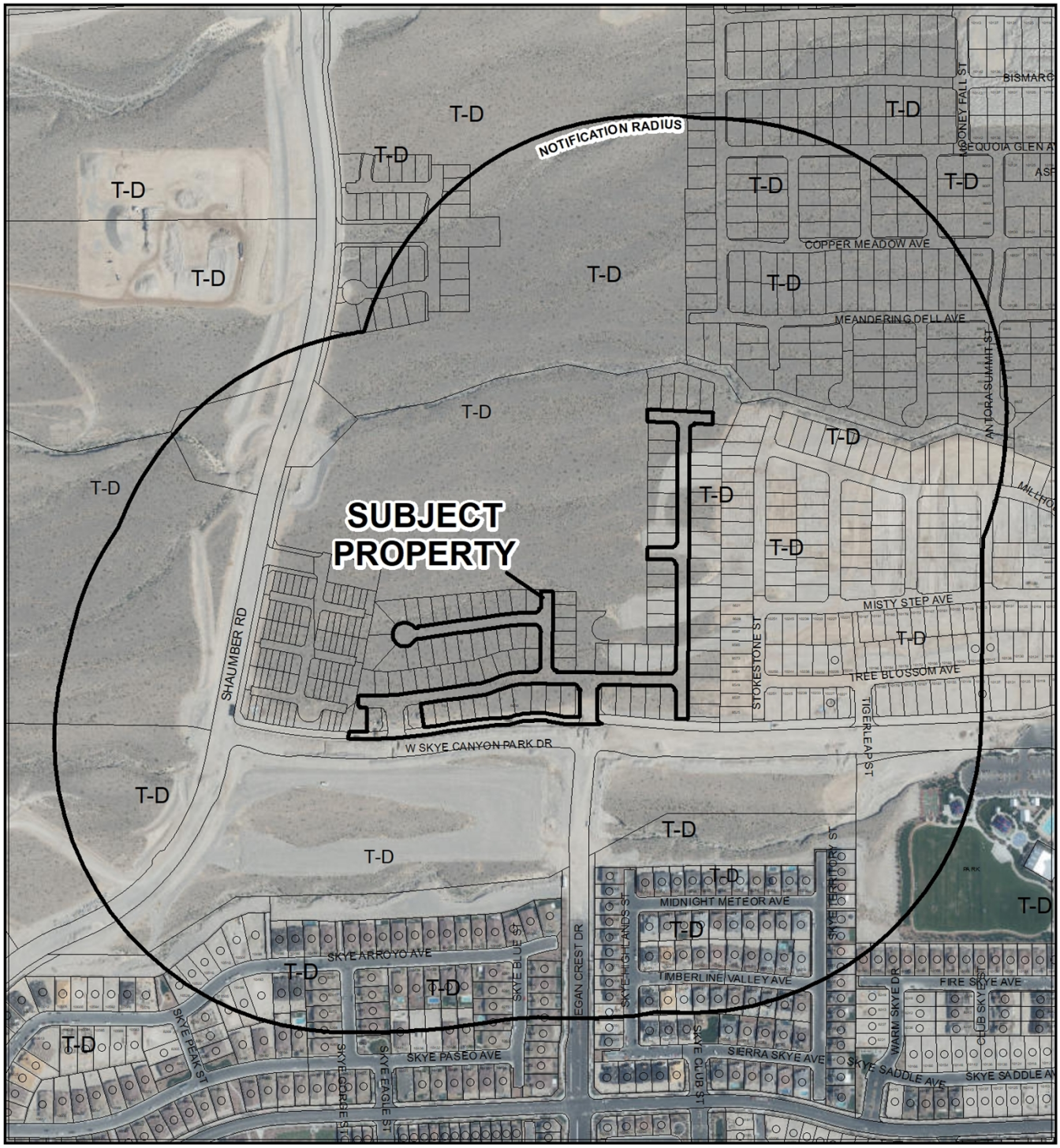


CASE: 21-0600

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-D (TRADITIONAL DEVELOPMENT) [ML (RESIDENTIAL MEDIUM-LOW) SPECIAL LAND USE DESIGNATION]



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Feet

CASE: 21-0600
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-D (TRADITIONAL DEVELOPMENT) [ML (RESIDENTIAL MEDIUM-LOW) SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0600-VAC1	Staff recommends APPROVAL, subject to conditions:	
21-0600-TMP1	Staff recommends APPROVAL, subject to conditions:	21-0600-VAC1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14 - 21-0600-TMP1
12 - 21-0600-VAC1

NOTICES MAILED 642 – 21-0600-TMP1 (By City Clerk)
5 – 21-0600-VAC1 (By City Clerk)

PROTESTS 0

APPROVALS 0

JB

** CONDITIONS **

21-0600-VAC1 CONDITIONS

Planning

1. The limits of this Petition of Vacation shall be the unused Public Sewer and Public Drainage Easements within the Fallow Street roadway alignment shown on the Skye Canyon 2.10 Phase 1 Final Map (Book 165, Page 25 of Plats).

2. This Order of Vacation shall record immediately prior to and concurrent with the Final Map associated with Tentative Map [21-0600-TMP1].

3. Prior to the recordation of the Order of Vacation, an update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public. Provide and improve all drainageways recommended in the approved drainage study update. The Drainage Study update required by 21-0600-TMP1 may be used to fulfill this requirement.

4. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retain.

6. All development shall be in conformance with code requirements and design standards of all City Departments.

7. If the Order of Vacation (or Order of Relinquishment of Interest if a Patent Reservation) is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

21-0600-TMP1 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Street names must be provided in accordance with the City's Street Naming Regulations.

3. 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.

4. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

5. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

6. Immediately prior to and concurrent with the recordation of a Final Map for this site, a Petition of Vacation to remove unused Public Sewer and Public Drainage Easements must record.

7. Prior to the release of a Final Map, the property owner must contact the Special Improvement District Section of the Department of Public Works (229-2136). The City shall prepare an amended apportionment report for the per lot assessment of all lots following recordation of the Final Map.

8. Revise the civil improvement drawings, L20-02635, to match the recorded Final Map.

9. An update to the previously approved Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, the submittal of any construction drawings, or the recordation of a Final Map, whichever may occur first. The Traffic Impact Analysis shall include a pedestrian circulation/access plan to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. Comply with the recommendations of the approved update to the Traffic Impact Analysis prior to occupancy of the site. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

10. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to submittal of any construction drawings or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage study update.

11. Comply with all applicable conditions of approval for the Sky Canyon 4 Parent Tentative Map (TMP-77328) and any other site related actions.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a three-lot single-family residential subdivision on 4.07 acres located on the north side of W Skye Canyon Park Dr, approximately 595 feet west of Egan Crest Drive

ISSUES

- A Vacation (21-0600-VAC1) has been requested to vacate right-of-way along with existing drainage and sewer easements located on the subject site. Staff supports this request.
- Access to the subdivision will be from W Skye Canyon Park Dr, a 91-Foot Arterial Street as designated by the Skye Canyon Development Standard, Exhibit "L".

ANALYSIS

The subject site is part of the Skye Canyon Master Plan Area, which is governed by a Development Agreement between the Master Developer and the City of Las Vegas, as well as the Skye Canyon Development Standards. The Skye Canyon Land Use Plan designates the subject property as ML (Residential Medium Low), which allows up to 15 residential units per gross acre with an average 8.49 units per acre.

On May 12th, 2020 the Planning Commission approved a request for a Tentative Map (78615) to develop 32.18 acres of the existing 41.27-acre site with the proposed 221-lot single-family detached residential subdivision. On December 16th, 2020 the Department of Planning processed a Final Map [100073-FMP (Skye Canyon 2.10 – Phase 1)] for 110 residential lots within the approved subdivision.

On July 22nd, 2020 the City Council approved a request for Tentative Map (TMP-78708) for a 133-lot townhome residential subdivision on the remnant 9.09-acre portion of the site located on the western perimeter of the developer parcel. On January 19th, 2021 the Department of Planning processed a Final Map [100081-FMP (Skye Canyon 2.10 Attached – Phase 1)] for 81 residential lots within the approved subdivision.

The applicant has now proposed to add an additional lot (99A) to the previously approved 221-lot single-family detached residential subdivision associated with Tentative Map (TMP-78615) and Final Map (100073-FMP). The additional lot has been proposed to be added on the southern perimeter of the subdivision adjacent to W Skye Canyon Park Dr between previously approved lot #99 and #100. The additional lot (99A) will also fill in an area that was previously designated as a secondary ingress/egress onto W Skye Canyon Park Dr in previously approved Tentative Map (TMP-78615) and Final Map (100073-FMP). The applicant has proposed to add a common element "C" to the east of the newly proposed residential lot (99A), which will provide a crash gate for emergency vehicles to access the subdivision.

Since NRS statutes do not allow for previously approved Tentative Maps and recorded Final Maps to be amended to add lots, the applicant has submitted a new Tentative Map (21-0600-TMP1) to accomplish their request. The Final Map for Skye Canyon Parcel 2.10 (Book 165, Page 25) is being revised to delete the western driveway and create two lots yet maintaining an emergency access and utility easement. Adding the additional residential lot (99A) will impact the dimensions of the following previously approved parcels:

- APN 126-12-614-065 (Residential Lot - #99)
- APN 126-12-614-066 (Residential Lot - #100)
- APN 126-12-614-111 (Common Element – "A")
- APN 126-12-614-112 (Common Element – "B")
- APN 126-12-614-113 (Common Element – "C")
- APN 126-12-614-114 (Common Element – "D")
- APN 126-12-695-006 (Private Street – ROW)

The proposed density on the 32.18-acre site will be approximately 6.89 dwelling units per acre with the additional lot, which falls within the maximum allowed. The dwelling units will be constructed to the Skye Canyon R-CL (Single Family Compact Lot) development standards, which call for a single family detached product with a minimum lot size of 2,000 square feet. This site is part of a master plan with its own improvement standards, and it is not subject to Title 19.04 street design requirements; however, it must comply with the applicable Skye Canyon street sections. The correct street sections have been included on the map in accordance with the Skye Canyon Village Street and Trail Exhibit. Per the tables in the Skye Canyon Development Standards, all development is allowed a maximum eight-foot maximum perimeter retaining wall. All perimeter retaining walls are less than eight feet.

The Department of Public Works has indicated they have no objection to the vacation application request to vacate unused right-of-way and City of Las Vegas Public Drainage and Public Sewer Easements generally located where the previously approved entrance is now being removed. This Vacation request should be sent to all the utilities however, as no right of way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to wait for responses from any of the public utilities or other parties interested in preserving a right in this patent easement. Since only City interests are involved; any utility company's interests will need to be addressed with each respective utility company and will not be affected by the City relinquishing its interest. We note that per Title 19.16.080.F, this item is eligible to be made Final Action at the Planning Commission.

FINDINGS (21-0600-TMP1)

The proposed Tentative Map conforms to Nevada Revised Statutes, Title 19 and the Skye Canyon Development Standards, and has been approved by the Skye Canyon Design Review Committee. Therefore, staff recommends approval with conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/12/20	The Planning Commission approved a request for a Tentative Map (TMP-78615) for a 221-lot single family residential subdivision (Skye Canyon 2.10 – Phase 1) on a portion of 41.27 acres on the northeast corner of W Skye Canyon Park Dr and Shaumber Road.
07/22/20	The City Council approved a request for a Major Modification (MOD-78707) of the Kyle Canyon Development Standards to amend the minimum lot size for the Skye R-2 (Medium-Low Density Residential) district to allow a 1,280 square-foot lot size for townhomes.
	The City Council approved a request for a Tentative Map (TMP-78708) for a 133-lot townhome residential subdivision (Skye Canyon 2.10 Attached – Phase 1) on a portion of 41.27 acres on the northeast corner of W Skye Canyon Park Drive and Shaumber Road.
12/16/20	The Department of Planning processed a request for a Final Map (100073-FMP) technical review for a 110-lot single family residential subdivision (Skye Canyon 2.10 – Phase 1) on 16.75 acres on the northeast corner of W Skye Canyon Park Drive and Shaumber Road. The map review was finalized on 06/23/21.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/19/21	The Department of Planning processed a request for a Final Map (100081-FMP) technical review for an 81-lot single family attached residential subdivision (Skye Canyon 2.10 Attached – Phase 1) on 5.80 acres on corner of W Skye Canyon Park Drive and Shaumber Road. The map review was finalized on 06/23/21.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests of 4.07 acres on the north side of W Skye Canyon Park Dr, approximately 595 feet west of Egan Crest Drive (APNs 126-12-614-065 and 066; 126-12-614-111 through 114 and 126-12-695-006), T-D (Traditional Development) Zone [ML (Residential Medium-Low) Skye Canyon Special Land Use Designation], Ward 6 (Fiore). • 21-0600-VAC1 - VACATION - TO VACATE RIGHT-OF-WAY ALONG WITH EXISTING DRAINAGE AND SEWER EASEMENTS • 21-0600-TMP1 - TENTATIVE MAP - SKYE CANYON PARCEL 2.10 (LOT 99A) - FOR A THREE-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
01/14/20	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	
09/14/21	Staff conducted a pre-application conference meeting with the applicant where the submittal requirements and deadlines were reviewed for a Tentative Map for a proposed residential subdivision.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/23/21	Staff conducted a routine field check and found a new residential subdivision that is currently under construction. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	4.07

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TND (Traditional Neighborhood Development) – ML (Medium Low) – Skye Canyon Special Land Use Designation	T-D (Traditional Development)
North	Undeveloped	TND (Traditional Neighborhood Development) – L (Low) – Skye Canyon Special Land Use Designation	T-D (Traditional Development)
South	Single Family Detached Dwellings	TND (Traditional Neighborhood Development) – ML (Medium Low) – Skye Canyon Special Land Use Designation	T-D (Traditional Development)
East	Undeveloped	TND (Traditional Neighborhood Development) – ML (Medium Low) – Skye Canyon Special Land Use Designation	T-D (Traditional Development)
West	Undeveloped	TND (Traditional Neighborhood Development) – ML (Medium Low) – Skye Canyon Special Land Use Designation	T-D (Traditional Development)

Master and Neighborhood Plan Areas	***Compliance***
Skye Canyon Master Plan	Y
Special Area and Overlay Districts	***Compliance***
T-D (Traditional Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Skye Canyon R-CL (Single Family Compact Lot District) Development Standards, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	2,000 SF	3,600 SF	Y
Min. Lot Width	26 Feet	45 Feet	Y

Standard	***Required/Allowed***
Min. Setbacks (Interior Street) • Front	3 Feet to Second Story Living Over Garage 5 Feet to Porch 10 Feet to Single Story Living 14 Feet to Second Story Living 5 Feet or 18 Feet to Face of Garage Door
• Side	6 Feet (Combined Both Sides)
• Corner	5 Feet to Porch 10 Feet to Living
• Rear with No Alley	5 Feet to Living
Max. Lot Coverage	70 %
Max. Building Height	3 Stories / 38 Feet

JB

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0600
Meeting Date	10/13/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Vacation

Project Address (Location) Skye Canyon Park Drive/Skye Village Road

Project Name Skye Canyon Parcel 2.10 - Lot 99A **Proposed Use** Residential Subdivision

Assessor's Parcel #(s) 126-09-401-011, 012, 013 **Ward #** 6

General Plan: Existing T-D Proposed NA **Zoning:** Existing T-D Proposed NA

Additional Information

Property Owner Century Communities of Nevada Contact Robert Beville
Address 6345 S Jones Blvd, Suite 400 City Las Vegas State NV Zip 89118
E-mail Robb.Beville@centurycommunities.com Phone 702 873-5338

Applicant Century Communities of Nevada Contact George Papacostas
Address 6345 S Jones Blvd, Suite 400 City Las Vegas State NV Zip 89118
E-mail George.Papacostas@centurycommunities.com Phone 702 873-5338

Representative Westwood Professional Services Contact Hannah Swan
Address 5725 W. Badura Ave #100 City Las Vegas State NV Zip 89118
E-mail hannah.swan@westwoodps.com Phone 702-284-5300

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Robert Beville

Subscribed and sworn before me
This 12th day of October, 20 21

Notary Public in and for said County and State

KIMBERLY KENNEDY
Notary Public, State of Nevada
No. 21-2291-01
My Appt. Exp. Dec. 8, 2024

DEPARTMENT OF PLANNING

21-0600
10/14/2021

DATE: 10/14/2021

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: PROJECT NAME Skye Canyon 2.10
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

Century Communities of Nevada (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact George Papacostas at (775)-200-1391. Thank you.

Sincerely,

(Signature)

Robert Beville
(Print)

Subscribed and sworn before me

This 14th day of October, 20 21.

Kimberly Kennedy
Notary Public in and for said County and State

KIMBERLY KENNEDY
Notary Public, State of Nevada
No. 21-2291-01
My Appt. Exp. Dec. 8, 2024

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

21-0600
10/13/2021

APN: 126-12-695-006

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS THE PUBLIC DRAINAGE, SEWER AND UTILITY EASEMENTS VACATION IN SUPPORT OF THE "SKYE CANYON 2.10 – PHASE 1" PROJECT.

DESCRIPTION

THAT PORTION OF COMMON ELEMENT "Z" OF "SKYE CANYON 2.10 – PHASE 1" AS SHOWN BY MAP THEREOF IN BOOK 165, PAGE 25 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF STROMA AVENUE AND FALLOW STREET;

THENCE ALONG THE CENTERLINE OF SAID FALLOW STREET, SOUTH 04°11'59" EAST, 23.00 FEET TO THE **POINT OF BEGINNING**;

THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 04°11'59" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 1661.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 00°46'07", AN ARC LENGTH OF 22.29 FEET TO A POINT OF COMPOUND CURVATURE TO WHICH A RADIAL LINE BEARS SOUTH 04°58'06" EAST;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 270.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 03°01'48", AN ARC LENGTH OF 14.30 FEET;

THENCE NORTH 82°00'06" EAST, 11.45 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FALLOW STREET;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID FALLOW STREET, THE FOLLOWING FOUR (4) COURSES:

1) FROM A POINT TO WHICH A RADIAL LINE BEARS NORTH 07°59'54" WEST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 15.00 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 86°12'05", AN ARC LENGTH OF 22.57 FEET TO A POINT TO WHICH A RADIAL LINE BEARS SOUTH 85°48'01" WEST;

P:\WWD\20205\LEGALS\20205-VAC01.docx
1740 S. Arville Street, Suite 206, Las Vegas, Nevada 89118, Ph: 702.212.3967 Fx: 702.212.3963

21-0600
10/13/2021

2) THENCE SOUTH 85°48'01" WEST, 5.00 FEET;

3) THENCE SOUTH 04°11'59" EAST, 70.82 FEET;

4) THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 91°36'28", AN ARC LENGTH OF 31.98 FEET TO A POINT ON THE SOUTHERLY LINE OF THE AFOREMENTIONED "SKYE CANYON 2.10 – PHASE 1" SUBDIVISION PLAT, TO WHICH A RADIAL LINE BEARS SOUTH 05°48'27" EAST;

THENCE ALONG THE SOUTHERLY LINE OF SAID "SKYE CANYON 2.10 – PHASE 1" SUBDIVISION PLAT, FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 05°48'27" EAST, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 1766.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 03°12'55", AN ARC LENGTH OF 99.14 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED FALLOW STREET, TO WHICH A RADIAL LINE BEARS SOUTH 02°35'31" EAST;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FALLOW STREET, THE FOLLOWING FOUR (4) COURSES:

1) FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 02°35'31" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 20.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 91°36'28", AN ARC LENGTH OF 31.98 FEET;

2) THENCE NORTH 04°11'59" WEST, 70.02 FEET;

3) THENCE SOUTH 85°48'01" WEST, 5.00 FEET;

4) THENCE FROM A POINT TO WHICH A RADIAL LINE BEARS NORTH 85°48'01" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 15.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 88°19'31", AN ARC LENGTH OF 23.12 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 02°31'30" WEST;

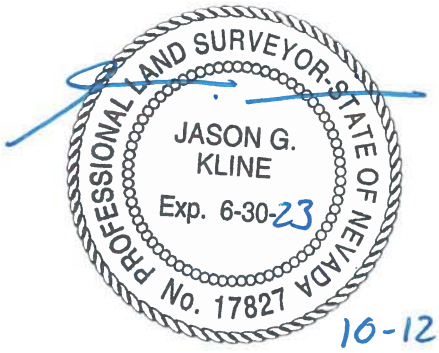
THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID FALLOW STREET, FROM A POINT TO WHICH A RADIAL LINE BEARS SOUTH 02°31'30" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 1661.50 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 01°40'29", AN ARC LENGTH OF 48.57 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 6501 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS
NORTH 82°00'06" EAST, BEING THE BEARING OF THE CENTERLINE OF STROMA AVENUE, LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 165, PAGE 25 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

21-9600
10/13/2021

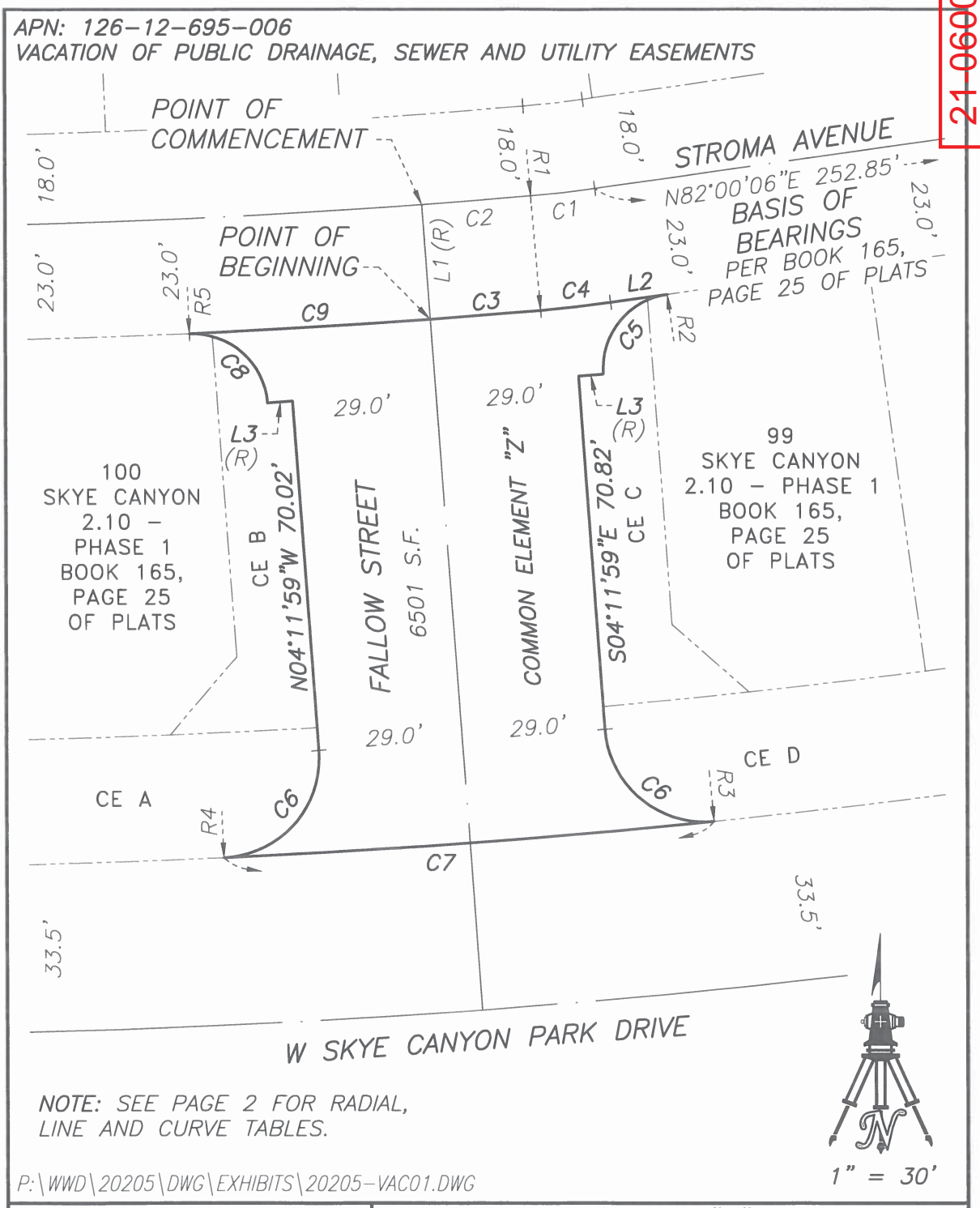
JASON G. KLINE, PLS
NEVADA LICENSE NO. 17827



10-12-21

21-0600
10/13/2021

APN: 126-12-695-006
VACATION OF PUBLIC DRAINAGE, SEWER AND UTILITY EASEMENTS



NOTE: SEE PAGE 2 FOR RADIAL, LINE AND CURVE TABLES.

P:\WWD\20205\DWG\EXHIBITS\20205-VAC01.DWG

1" = 30'

WALLACE MORRIS KLINE SURVEYING, LLC. LAND SURVEY CONSULTING	EXHIBIT "B"
5740 S. ARVILLE ST. #206 LAS VEGAS, NEVADA 89118	LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 12, T. 19 S., R. 59 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA
	PAGE 1 OF 2

21-0600
10/13/2021

APN: 126-12-695-006
VACATION OF PUBLIC DRAINAGE, SEWER AND UTILITY EASEMENTS

RADIAL	BEARING
R1	S04°58'06"E
R2	N07°59'54"W
R3	S05°48'27"E
R4	S02°35'31"E
R5	N02°31'30"W

LINE	BEARING	DISTANCE
L1	S04°11'59"E	23.00'
L2	N82°00'06"E	11.45'
L3	S85°48'01"W	5.00'

CURVE	DELTA	RADIUS	LENGTH	TANGENT
C1	03°01'48"	247.50'	13.09'	6.55'
C2	00°46'07"	1638.50'	21.98'	10.99'
C3	00°46'07"	1661.50'	22.29'	11.14'
C4	03°01'48"	270.50'	14.30'	7.15'
C5	86°12'05"	15.00'	22.57'	14.04'
C6	91°36'28"	20.00'	31.98'	20.57'
C7	03°12'55"	1766.50'	99.14'	49.58'
C8	88°19'31"	15.00'	23.12'	14.57'
C9	01°40'29"	1661.50'	48.57'	24.29'

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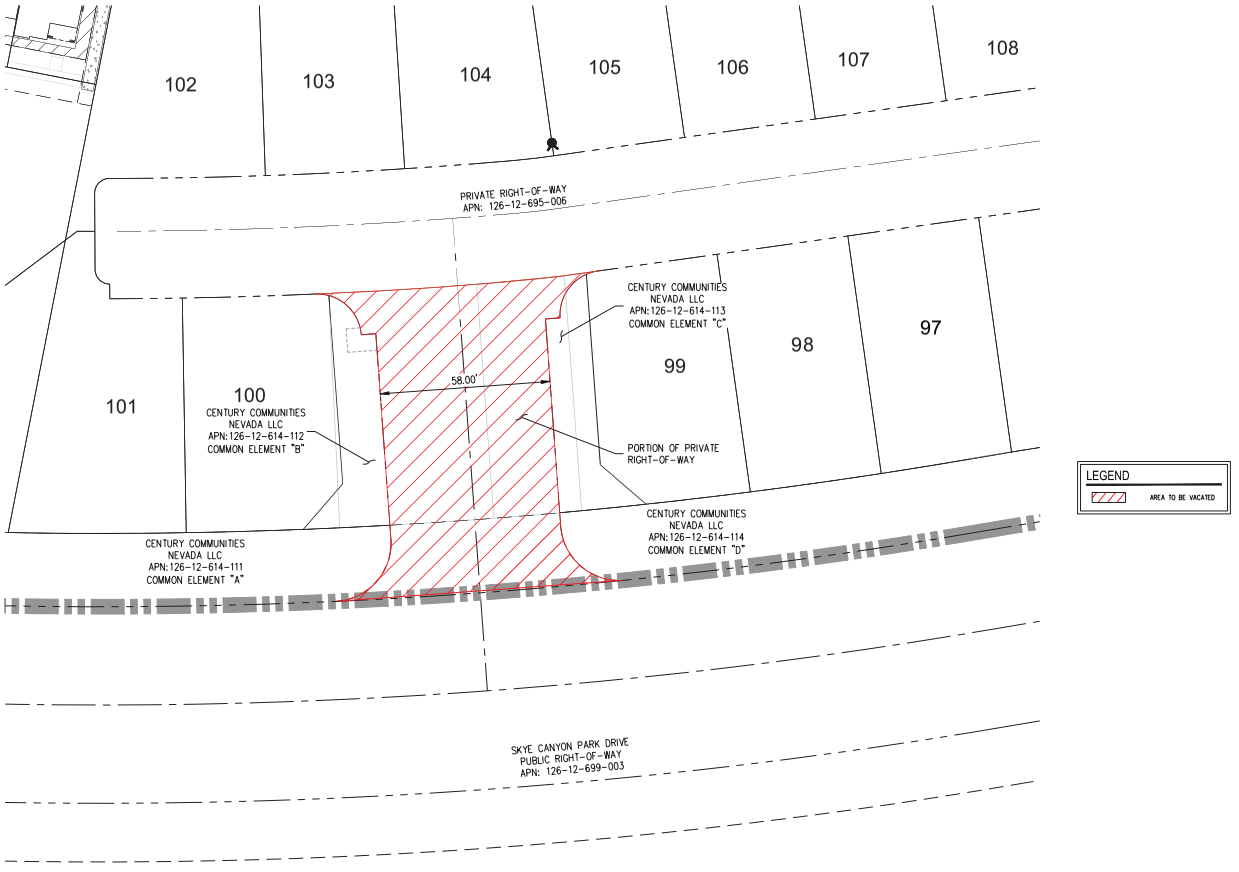
WALLACE MORRIS KLINE
SURVEYING, LLC.
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "B"

LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 12, T. 19 S., R. 59 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

PAGE 2 OF 2

SKYE CANYON PARCEL 2.10
VACATION EXHIBIT



21-0600
10/13/2021

Westwood
Phone (702) 284-5300 5725 W. Badura Ave. STE: 100
Toll Free (888) 937-5150 Las Vegas, NV 89118
westwoodps.com
Westwood Professional Services, Inc.

CENTURY COMMUNITIES

0 20 40
SCALE - 1"=20' FEET

DATE:10/12/21
SCALE:1"=20'
PROJECT #:CEN1909

J:\cen1909-000 skye canyon parcel 2.10\dwg\figures\211012 cen1909 skye canyon 2.10 - lot 99a vacation exhibit.dwg 10/12/2021 4:39 PM Lokelo Abad

Skye Canyon 2.10 (Lot 99A)

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☑ 1. Name of the proposed subdivision.
- ☑ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☑ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☑ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☑ 5. Identification of adjoining properties.
- ☑ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☑ 7. Existing structures and other physical features.
- ☑ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☑ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☑ 10. Existing and proposed street names.
- ☐ 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☑ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☑ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- ☑ 14. Existing and proposed storm drains.
- ☑ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☑ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.

21-0600
09/20/2021

- ☐ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

☑ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☑ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☑ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☑ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☑ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code (refer to the pre-application checklist).

☑ 3. Any proposed deviations from City standards (refer to the pre-application checklist).

☐ 4. A copy of the deed for the property (refer to the pre-application checklist).

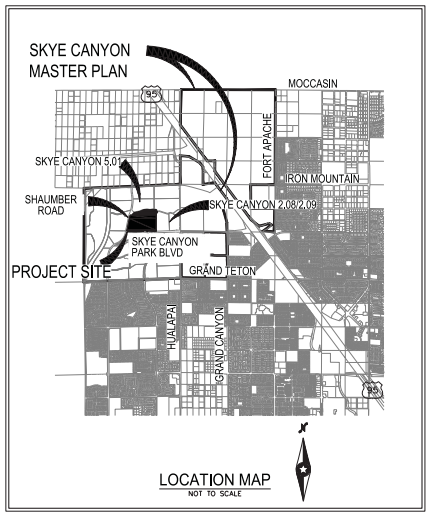
☑ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. If applicable, a letter indicating that an in-lieu-of park is proposed.

Department of Public Works Signature: Roger Bailey

Date: 9/16/21

21-0600
09/20/2021



CENTURY COMMUNITIES

TENTATIVE MAP FOR SKYE CANYON 2.10 (LOT 99A)

CITY OF LAS VEGAS, NEVADA
RESIDENTIAL SUBDIVISION
APN: 126-12-695-006, 126-12-614-111, 126-12-614-112,
126-12-614-113, 126-12-614-114, 126-12-614-065, & 126-12-614-066

CITY OF LAS VEGAS NEVADA

City Council - Page 639

SHEET INDEX

SHEET #	DESCRIPTION	TITLE
1	TM-1	COVER SHEET
2	TM-2	TENATIVE MAP
3	TM-3	WEST EAST CROSS SECTION
4	TM-4	NORTH SOUTH CROSS SECTION
5	TM-5	LANDSCAPE PLAN

SITE DATA

APN NUMBERS:	126-12-695-006, 126-12-614-111, 126-12-614-112, 126-12-614-113, 126-12-614-114, 126-12-614-065, & 126-12-614-066
GROSS AREA:	4.07± ACRES
NET AREA:	0.34± ACRES
CURRENT ZONING:	T-D
PROPOSED ZONING:	R-CL
TOTAL LOT COUNT:	3 (RESIDENTIAL UNITS)
TOTAL DENSITY:	0.74 DU/AC
NO. OF COMMON ELEMENTS:	4
TYPICAL LOT SIZE:	45' X 80'
MINIMUM LOT SIZE:	4,125 SF (LOT 99A)
MAXIMUM LOT SIZE:	4,980 SF (LOT 99)

BASIS OF BEARING

SOUTH 00°34'16" EAST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.DM., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, AS SHOWN BY MAP THEREOF IN BOOK 157, PAGE 41 OF PLATS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

OWNER / DEVELOPER INFORMATION

CENTURY COMMUNITIES OF NEVADA, LLC
6345 SOUTH JONES BLVD.
LAS VEGAS, NV 89118
PH (702) 873-5338
CONTACT: PAULO CHAVEZ

ENGINEER INFORMATION

WESTWOOD PROFESSIONAL SERVICES, INC.
5725 BADURA AVE SUITE 100
LAS VEGAS, NV 89118
PH: (702) 284-5300
FX: (702) 284-5399
CONTACT: MICHAEL FANG

BENCHMARK

BENCHMARK NUMBER: USDA1934

U.S. DEPARTMENT OF AGRICULTURE BRASS DISC AT THE SOUTHWEST CORNER OF U.S. 95 AND KYLE CANYON ROAD.

ELEVATION = 2817.61 FEET, 858.81 METERS
N.A.V.D. 88 DATUM

PER THE CITY OF LAS VEGAS VERTICAL CONTROL WEBSITE

EMERGENCY ACCESS

AN EASEMENT FOR EMERGENCY FIRE ACCESS WITH AN APPROVED CRASH GATE IS REQUIRED AT CE "C"

LEGAL DESCRIPTION

A PORTION OF SECTION 12, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

MOU NOTES

3. HYDRANT SPACING REQUIREMENTS WILL BE AS PER PRESCRIBED ADOPTED CODE.
4. MINIMUM STREETS WIDTHS AS DESCRIBED WITHIN GATED PRIVATE COMMUNITY INTERIOR STREETS AS FOLLOWS:
   C. 33' WITH PARKING FOR PARKING ON BOTH SIDES MEASURED TO FACE OF CURB
8. AUTHORIZED USE OF HAMMERHEADS STANDARD 212.1.SI STREET TERMINATION WITHOUT WAIVER ON PRIVATE RESIDENTIAL STREETS UP TO 250'. OVER 250 WILL REQUIRE THAT AN APPROVED EMERGENCY ACCESS POINT.
9. SIDEWALK REQUIRED ON ONE SIDE OF INTERIOR PRIVATE GATED STREETS IN COMPLIANCE WITH ONE OF THE ABOVE STREET SECTIONS REFERENCED TO IN ITEM #4.
11. SPRINKLER INSTALLATION REQUIREMENTS WILL FOLLOW THE BASE NFPA 13D REQUIREMENTS FOR SUCH LOCATIONS.
14. CITY OF LAS VEGAS AGREES THAT FOR SINGLE FAMILY DWELLINGS PROVIDED WITH FIRE SPRINKLERS, THERE WILL BE NO ADDITIONAL FEE FOR THE FIRE SPRINKLER REVIEW, PERMIT OR INSPECTIONS.
15. PLANS FOR RESIDENTIAL FIRE SPRINKLERS WILL BE PART OF THE STANDARD PLAN SUBMITTAL FOR SINGLE FAMILY DWELLING TRACT OR PRODUCTION HOME.
17. NO NET INCREASE IN ENTERPRISE FUND FOR IMPLEMENTING THE INSTALLATION OF FIRE SPRINKLER SYSTEMS WITHIN SINGLE FAMILY DWELLING TRACT OR PRODUCTION HOMES.
18. HYDRANT SPACING REQUIREMENT AT "ALL INTERSECTIONS." MINIMUM SPACING AND REQUIRED LOCATIONS WILL BE IN ACCORDANCE WITH ADOPTED CODE.
19. ITEMS REFLECTED WITHIN THIS MOU FOR ALL PROJECTS PERMITTED WILL BE EFFECTED AND ENFORCEABLE WITH THE ADOPTION OF 2018 INTERNATIONAL RESIDENTIAL CODE AS THE CODE OF RECORD, OR EFFECTIVE DATE OF THE TITLE 19 CHANGES, WHICHEVER IS LATER.
20. STREET LIGHTS ON PRIVATE STREETS WITHIN SINGLE FAMILY SUBDIVISIONS SHALL NOT BE REQUIRED.
21. SINGLE FAMILY DEVELOPMENTS WITH A TENTATIVE MAP APPROVED PRIOR TO THE EFFECTIVE DATE OF THIS MOU SHALL BE EXEMPT FROM RESIDENTIAL FIRE SPRINKLER REQUIREMENTS.

DEVIATIONS FROM STANDARD

NONE

DISCLAIMER NOTE

EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.

UTILITY SERVICES BY

WATER:	LAS VEGAS VALLEY WATER DISTRICT
SEWER:	CITY OF LAS VEGAS
GARBAGE:	REPUBLIC SERVICES OF SOUTHERN NEVADA
POWER:	NV ENERGY
TELEPHONE:	CENTURY LINK
NATURAL GAS:	SOUTHWEST GAS COMPANY

ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS

3 UNITS X 250 GPD/UNITS = 750 GPD
TOTAL AVERAGE CONTRIBUTION = 750 GPD = 0.00075 MGD
PEAK FLOW = 0.00075 MGD X 5.2 (ASCE PEAK FACTOR) = 0.0039 MGD

PARKING ANALYSIS

NO OF UNITS	= 3
RESIDENT PARKING	= 2 SPACES/LOT
GUEST PARKING	= 0.2 SPACE/LOT
REQUIRED PARKING	= 7 SPACES**

**MINIMUM PARKING REQUIREMENT SATISFIED BY GARAGE, STREET PARKING AND/OR DRIVEWAY PARKING

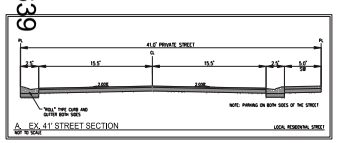
SETBACK (SKYE R-CL)

FRONT:	3' TO SECOND STORY LIVING OVER GARAGE 5' TO PORCH 10' TO SINGLE STORY LIVING 14' TO SECOND STORY LIVING <5 OR +18' TO FACE OF GARAGE DOOR
SIDE:	6' (COMBINED BOTH SIDES)
CORNER SIDE:	5' TO PORCH, PORTICO OR SIMILAR ELEMENT 10' TO LIVING
REAR (NO ALLEY):	5'

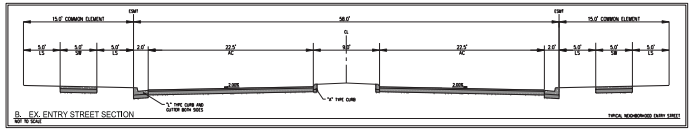
NOTES

1. ALL ROADWAY CONSTRUCTION SHALL CONFORM TO CITY OF LAS VEGAS STANDARDS, UNLESS NOTED UNDER DEVIATIONS OR APPROVED WITH THE SKYE CANYON DESIGN GUIDELINES OR DEVELOPMENT STANDARDS. LANDSCAPE WIDTHS TO BE DETERMINED WITH FINAL GRADING ANALYSIS.
2. ROADWAY LOCATIONS SHOWN HEREON ARE SCHEMATIC AND FINAL DESIGN LOCATIONS WITH ROADWAY MAY VARY, DEPENDENT ON FINAL ENGINEERING STUDIES.
3. STREET SECTIONS ARE IN CONFORMANCE WITH EXHIBIT L OF THE DEVELOPMENT AGREEMENT.
4. THIS DEVELOPMENT IS CONTROLLED BY THE FIRST AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND KAC PROPERTY LLC, DATED OCT. 13, 2017.
5. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ADJACENT TO OR WITHIN THE BOUNDARIES OF THIS SUBDIVISION TO BE VERIFIED BY THE GEOTECHNICAL ENGINEER.
6. THERE ARE NO KNOWN GROUNDWATER DEPTHS WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
7. THERE WILL BE A HOA AND CC&R'S ESTABLISHED FOR THIS SUBDIVISION BY THE RESIDENTIAL BUILDER.
8. LANDSCAPE EASEMENTS AND COMMON LOTS SHOWN HEREON WILL BE MAINTAINED BY THE MASTER ASSOCIATION AND SUBDIVISION HOA.
9. INTERIOR STREETS ARE PRIVATE.
10. TRAFFIC ACCESS SHALL BE VIA SKYE CANYON PARK DRIVE.
11. EASEMENTS REQUIRED FOR POTABLE WATER, SANITARY SEWER, AND PEDESTRIAN ACCESS SHALL BE GRANTED ON THE FINAL MAP.
12. WATER TO SERVICE THIS PROJECT WILL BE SUPPLIED BY 3 CONNECTIONS. 2 CONNECTIONS TO SKYE CANYON PARK DRIVE. 1 CONNECTION TO SKYE CANYON PARCEL 2.09
13. SEWER SERVICE FOR THIS PROJECT WILL CONNECT TO THE 2 CONNECTIONS: 1-EXISTING 8" SEWER STUBS LOCATED IN SKYE CANYON PARCEL 2.09; 1-EXISTING 8" SEWER STUB LOCATED EAST OF SKYE CANYON PARK DRIVE.
14. THE SITE AND STREET SLOPES ARE LESS THAN 12%.
15. THIS PROJECT IS NOT WITHIN A 100 YEAR FEMA SPECIAL FLOOD HAZARD AREA.
16. THERE ARE NO EXISTING STRUCTURES ON THE PROPERTY.
17. THIS PROJECT IS PART OF THE SKYE CANYON MASTER PLAN.
18. ALL STREETS, DRAINAGE CORRIDORS, SEWER CORRIDORS, PARKS, TRAILS, OPEN SPACES, AND SCHOOLS SHOWN ON THIS MAP ARE PUBLIC U.N.O.
19. ALL ABOVE GROUND UTILITY BOXES SHALL NOT BE PLACED WITHIN DRAINAGE CORRIDORS.
20. FIRE SPRINKLERS WILL BE INSTALLED IN THE

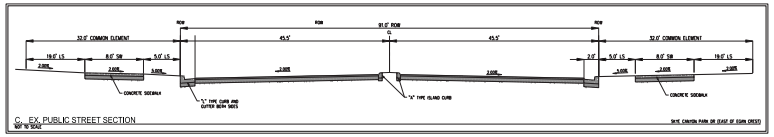
21-0000
09/20/2021



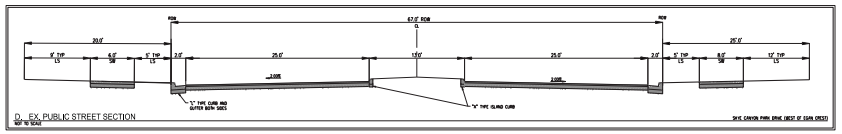
A. EX. 41' STREET SECTION
NOT TO SCALE — LOCAL RESIDENTIAL STREET



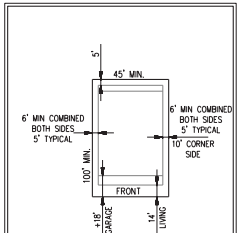
B. EX. ENTRY STREET SECTION
NOT TO SCALE — TYPICAL NEIGHBORHOOD ENTRY STREET



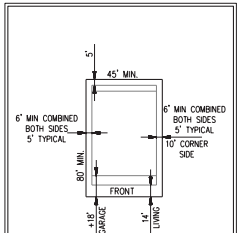
C. EX. PUBLIC STREET SECTION
NOT TO SCALE



D. EX. PUBLIC STREET SECTION
NOT TO SCALE



TYPICAL 100' LOT DETAIL R-CL
NOT TO SCALE



TYPICAL 80' LOT DETAIL R-CL
NOT TO SCALE

Westwood
5740 S. Arville Street
Suite 216
Las Vegas, NV 89118
Phone (702) 284-5300
Fax (702) 284-5399
Westwood Professional Services, Inc.

NO.	DESCRIPTION	DATE	BY	APP.
	CITY OF LAS VEGAS			

CENTURY COMMUNITIES

SKYE CANYON 2.10
COVER SHEET

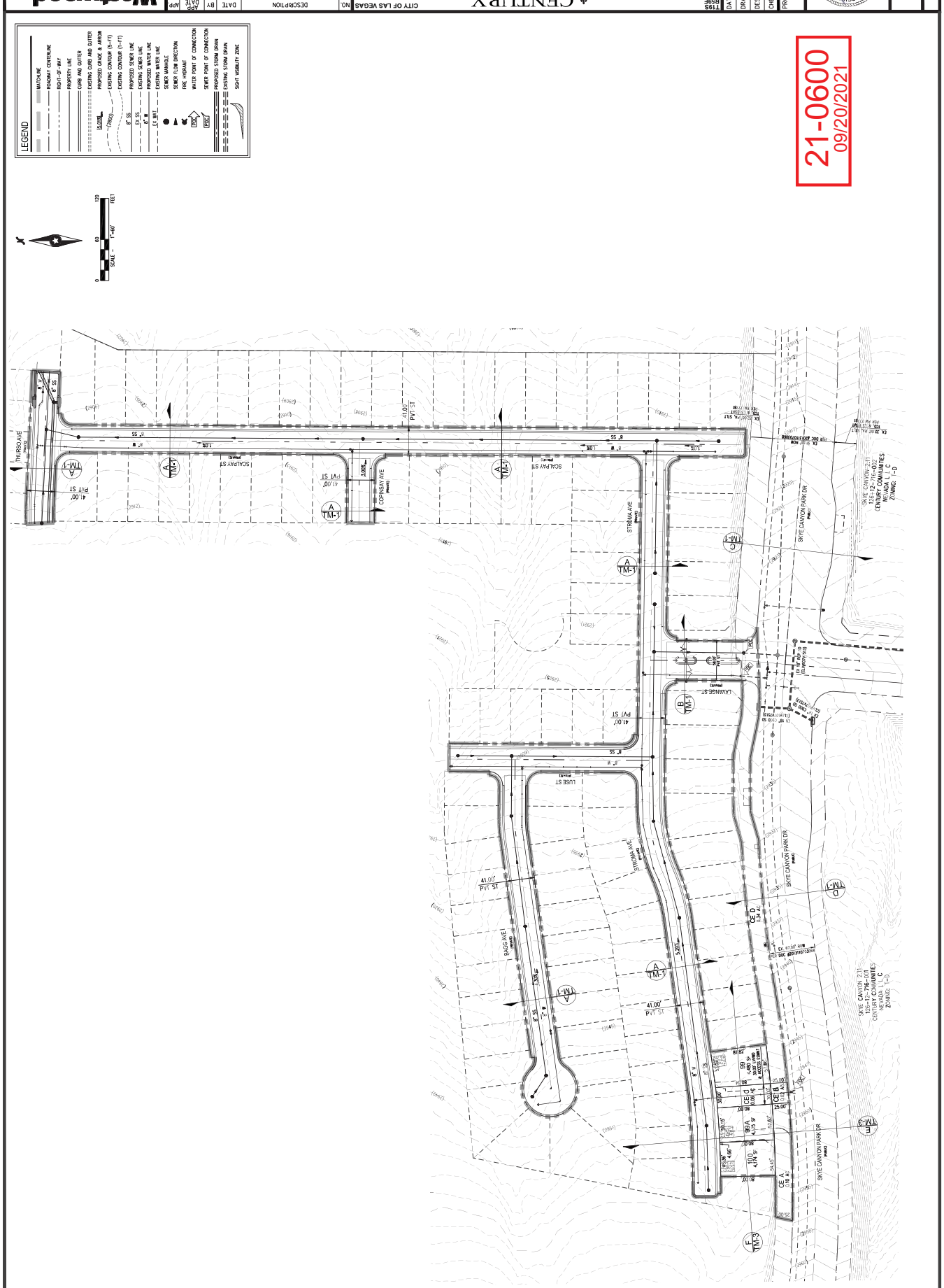
T19S R59E S12

DATE: 9/02/2021
DRAFTER: CK
DESIGNER: HIR
CHECKED: MF
PROJECT NO.
CEN1909

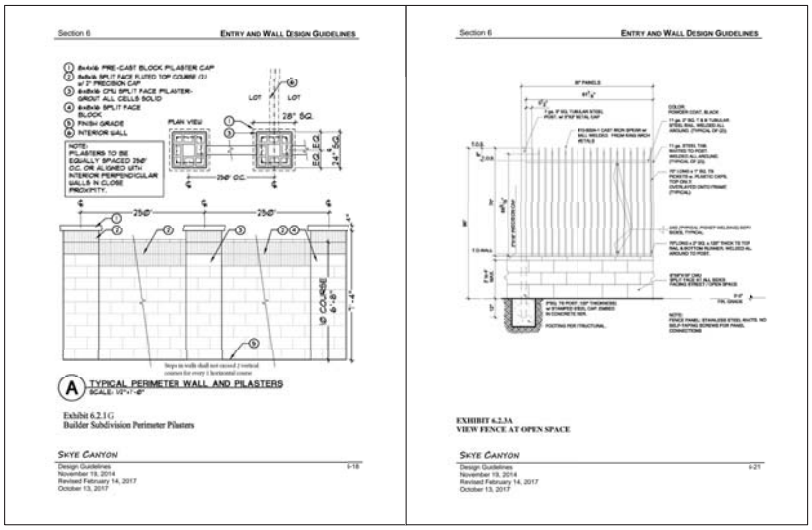
PROFESSIONAL ENGINEER — MICHAEL FANG — Exp. 6/30/2023 — CIVIL — No.24464 — STATE OF NEVADA — 09/20/2021

TM-1
SHEET 1 OF 4

J:\cen1909-000 skye canyon parcel 2.10\civil\tentativemaps\tm\tm1909_cover.dwg 9/20/2021 2:29 PM Curtis Krauskopf

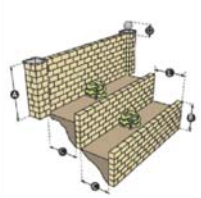


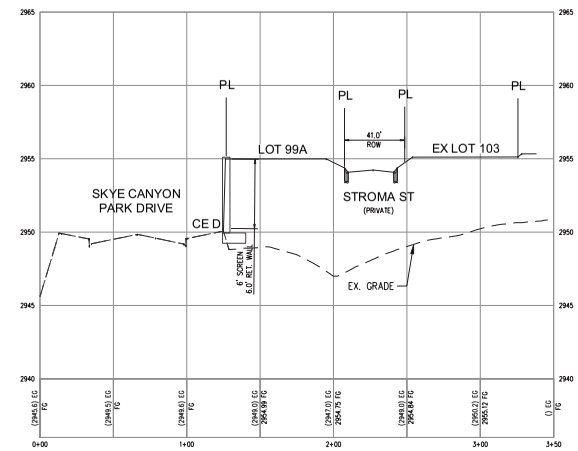
Westwood
Phone (702) 284-5300
Fax (702) 284-5399
5740 S. Arville Street
Suite 216
Las Vegas, NV 89118
westwoodps.com
Westwood Professional Services, Inc.
CITY OF LAS VEGAS
NO.
DESCRIPTION
DATE
BY
APP. DATE
APP.
CENTURY COMMUNITIES
SKYE CANYON 2.10 (LOT 99A)
TENATIVE MAP
T19S R59E S12
DATE: 9/02/2021
DRAFTER: CK
DESIGNER: HIR
CHECKED: MF
PROJECT NO.
CEN1909
MICHAEL FANG
TM-2
SHEET 2 OF 4
LEGEND
MATCHLINE
ROADWAY CENTERLINE
RIGHT-OF-WAY
PROPERTY LINE
CURB AND GUTTER
EXISTING CURB AND GUTTER
PROPOSED GRADE & ARROW
EXISTING CONTOUR (5-FT)
EXISTING CONTOUR (1-FT)
PROPOSED SEWER LINE
EXISTING SEWER LINE
PROPOSED WATER LINE
EXISTING WATER LINE
SEWER MANHOLE
SEWER FLOW DIRECTION
FIRE HYDRANT
WATER POINT OF CONNECTION
SEWER POINT OF CONNECTION
PROPOSED STORM DRAIN
EXISTING STORM DRAIN
SIGHT VISIBILITY ZONE
SCALE 1"=60'
0
60
120
FEET
21-0600
09/20/2021
THURSO AVE
SCALPAY ST
COPINSAY AVE
STROMA AVE
LAVANGE ST
LUSE ST
BAGG AVE
SKYE CANYON PARK DR
41.00' PVT ST



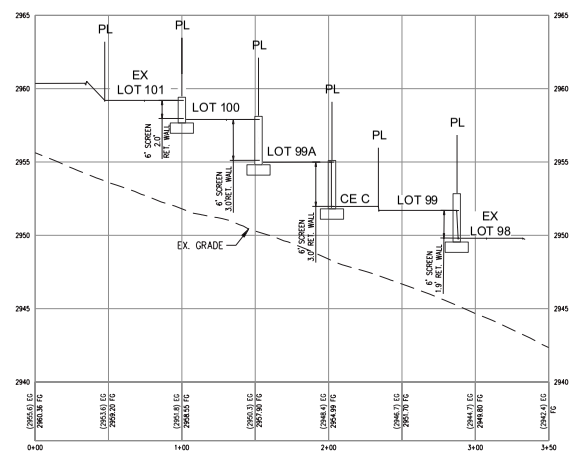
SKYE CANYON DESIGN GUIDELINES – R-CL WALL STANDARDS

A.	Maximum Primary wall Height	6'-12' EXTERIOR 6'-14' INTERIOR
B.	Maximum Secondary wall Height	4'
C.	Minimum spacing between wall sections - Inside Dimensions	4'
D.	Maximum Pilaster Height	ONE COURSE ABOVE WALL
E.	Minimum spacing between wall sections - Outside Dimensions	5'





E. NORTH-SOUTH CROSS SECTION - PROFILE VIEW
HORIZ: 1" = 40'
VERT: 1" = 4'



F. WEST-EAST CROSS SECTION - PROFILE VIEW
HORIZ: 1" = 40'
VERT: 1" = 4'

21-0600
09/20/2021

Westwood
Phone (702) 284-5300
Fax (702) 284-5399
5740 S. Arville Street
Suite 216
Las Vegas, NV 89118
Westwood Professional Services, Inc.

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS

CENTURY COMMUNITIES

SKYE CANYON 2.10 (LOT 99A)
NORTH SOUTH CROSS SECTION

T19S R59E S12

DATE: 9/02/2021
DRAFTER: CK
DESIGNER: HIR
CHECKED: MF
PROJECT NO.
CEN1909

PROFESSIONAL ENGINEER – STATE OF NEVADA
MICHAEL FANG
Exp. 6/30/2023
CIVIL
No. 24464
09/20/2021

TM-3
SHEET 4 OF 4

j:\cen1909-000 skye canyon parcel 2.10\dwg\entitlements\tm\210901 cen1909 skye canyon 2.10 tm-sfr.dwg 9/2/2021 3:13 PM Curtis Kawachi

I:\cen1909-000 skye canyon parcel 2.10\dwg\entitlements\tm\210901 cen1909 skye canyon 2.10 tm-slr.dwg 9/2/2021 3:14 PM Curtis Krawczyk



21-0600-VAC1 AND 21-0600-TMP1 - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC
NORTH SIDE OF W SKYE CANYON PARK DR, APPROXIMATELY 595 FEET WEST OF EGAN CREST DRIVE

09/23/2021



21-0600-VAC1 AND 21-0600-TMP1 - APPLICANT/OWNER: CENTURY COMMUNITIES OF NEVADA, LLC
NORTH SIDE OF W SKYE CANYON PARK DR, APPROXIMATELY 595 FEET WEST OF EGAN CREST DRIVE

09/23/2021

Westwood

5725 W. Badura Ave, Suite 100
Las Vegas, NV 89118

main (702) 284-5300

CEN1909
October 12, 2021

City of Las Vegas
Planning and Development
495 S. Main St.
Las Vegas, NV 89101

Subject: Skye Canyon 2.10 (Lot 99A) – Vacation Justification Letter
APN: 126-12-695-006

To Whom It May Concern,

Westwood Professional Services, on behalf of our client, Century Communities, respectfully submits this justification letter in support of a Vacation (VAC) for the subject site.

The subject site is located east of the intersection of Shaumber Road and Skye Canyon Park Drive. The assessor's parcel number is 126-12-695-006. The parcel acreage is ~3.42 acres.

The applicant proposes to vacate a portion of the roadway along the south property line that conflicts with the proposed site plan for the subject residential development. Please see enclosed legal description and exhibit.

Please contact our office at 702-284-5300 if you have any questions or require additional information. Thank you for your consideration of this project.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

Michael Fang, PE
Project Manager

CC:
Paulo Chavez, Century Communities
Chelsea Jensen, Westwood Professional Services

21-0600
10/13/2021

CENTURY COMMUNITIES

October 7, 2021

City of Las Vegas
Department of Planning
495 S. Main Street
Las Vegas, NV 89101

Re: Skye Canyon Parcel 2.10 – Vacation of Drainage and Sewer Easement

Dear City of Las Vegas Planning,

Please consider this letter as an ***approval*** by the Skye Canyon DRC of the request to vacate the temporary drainage easement as depicted on the attached exhibit.

Respectfully,

Joe Genovese
Director of Land Acquisition
Century Communities – Nevada

21-0600
10/13/2021

Century Communities, Nevada Division | 6345 S. Jones Blvd., Suite 400, Las Vegas, NV 89118 | office (702) 873-5338 | fax (702) 730-3489
www.centurycommunities.com

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: 21-0600-VAC1 AND 21-0600-TMP1

SUBJECT: APPLICANT/OWNER: CENTURY COMMUNITIES OF-NEVADA, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***DECEMBER 15, 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, DECEMBER 14, 2021.***

Signature — Date: 12/9/2021

JOE GENOVESE
Please Print Name

CENTURY COMMUNITIES, INC.
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after final agenda

AGENDA ITEMS #31a-b
RECEIVED 12.09.21
12.15.21 CC MEETING

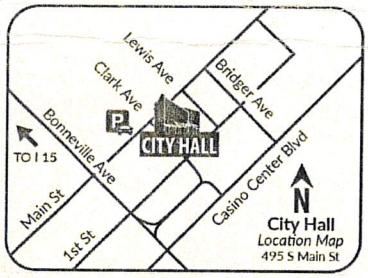
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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 DEC -9 P 12:52



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.

21-0600 and 21-0600-VAC1 and 21-0600-TMP1

City Council Meeting of **12/15/2021**

21-0600
12612612002
SKY SHARON S TRUST
SKY SHARON S TRS
10227 TREE BLOSSOM AVE
LAS VEGAS NV 89166

35 JRDFMP1 89166

Submitted after final agenda
#31 a-d WG

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
31a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0600-VAC1 - VACATION - TO VACATE RIGHT-OF-WAY ALONG WITH EXISTING DRAINAGE AND SEWER EASEMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (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: December 15, 2021

Agenda Item No.:
31b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0600-TMP1 - TENTATIVE MAP - SKYE CANYON PARCEL 2.10 (LOT 99A) - FOR A THREE-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (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: December 15, 2021

Agenda Item No.:
32

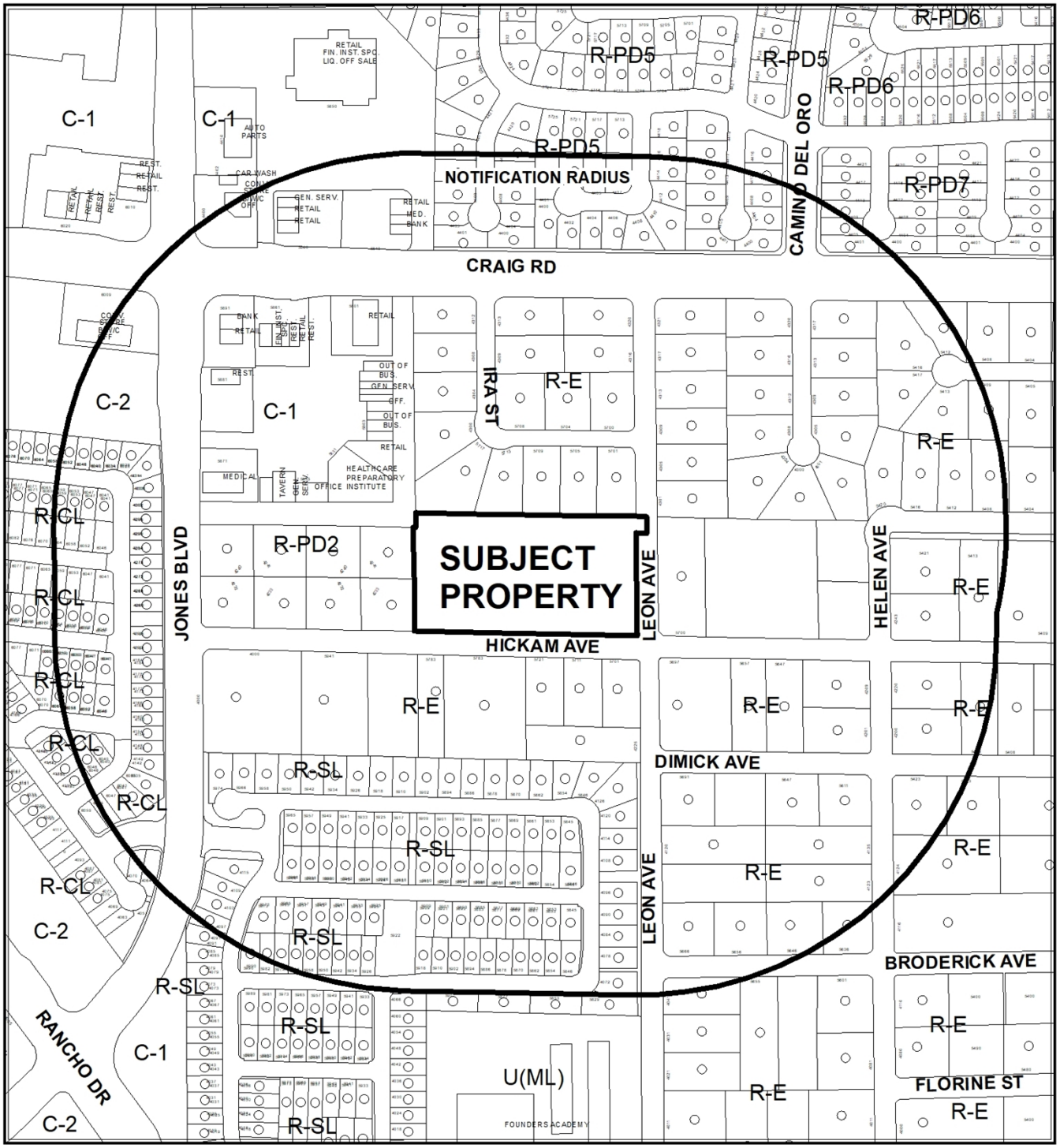
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0442 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: VEGAS HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue (APN 138-01-301-017), R-E (Residence Estates) Zone, Ward 5 (Crear). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (6-0 vote) recommends APPROVAL on the entire 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:
Staff recommends DENIAL on the entire Land Use Entitlement project.
The Planning Commission (6-0 vote) recommends APPROVAL on the entire 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. School Development Tracking Form Submitted by Clark County School District - 21-0442-TMP1
7. Traffic Notes Submitted by City of Las Vegas Department of Public Works Traffic Division - 21-0442-TMP1
8. Protest Postcards
9. Submitted at Meeting - Document Titled Hickam Avenue City Council Presentation by Lex Anderson
10. Backup Submitted from the November 17, 2021 City Council Meeting
11. Backup Submitted from the December 1, 2021 City Council Meeting
12. Backup Submitted for the October 12, 2021 Planning Commission Meeting
13. Backup Submitted for the September 14, 2021 Planning Commission Meeting



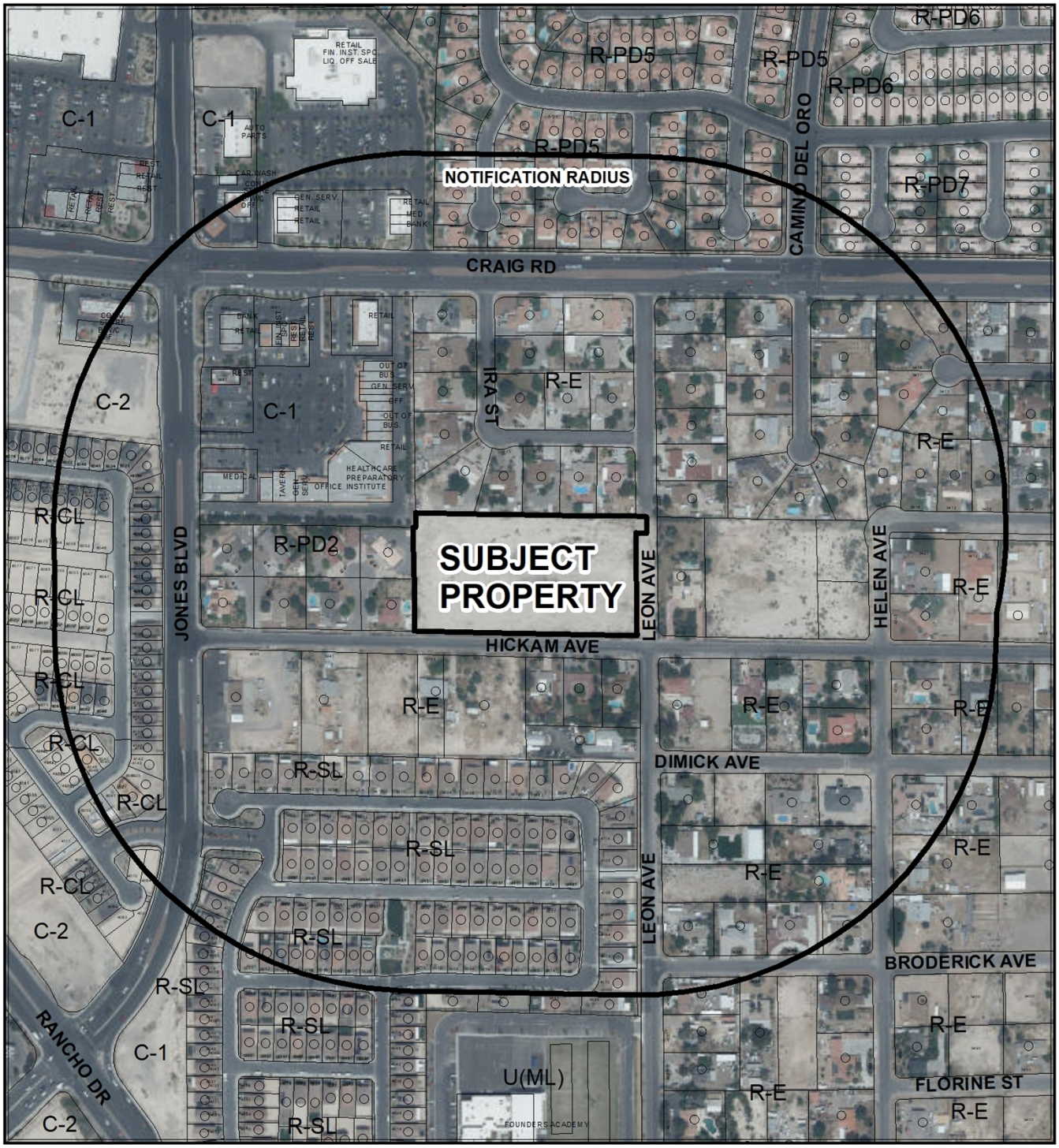
0 320 640 Feet

CASE:21-0442

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



CASE:21-0442

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: VEGAS HOMES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0442-VAR1	Staff recommends DENIAL, if approved subject to conditions:	
21-0442-VAR2	Staff recommends DENIAL, if approved subject to conditions:	21-0442-VAR1
21-0442-TMP1	Staff recommends DENIAL, if approved subject to conditions:	21-0442-VAR1 21-0442-VAR2

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 325 (By City Clerk)

PROTESTS 4

APPROVALS 0

AS

** CONDITIONS **

21-0442-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow a 38-foot wide private street without gates where 47 feet is the minimum required for a private street without a gate.

2. Approval of and conformance to the Conditions of Approval for Variance (21-0442-VAR2) and Tentative Map (21-0442-TMP1) shall be required, if approved.

3. This approval shall be void four 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.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

7. In accordance with Title 19.02.025.F, the applicant shall make a deferral improvement contribution based on urban improvements, prior to the issuance of permits, equal to 50% of the City's bond estimate costs for all deferred improvements with the street light contribution at 25% if a service pedestal is constructed.

8. Sign and record a Covenant Running with Land agreement for the possible future installation of half-street improvements in accordance with City Standards for all improvements not required to be constructed at this time. Such Covenant Running with Land agreement shall record prior to the issuance of any permits or the recordation of a Final Map for this site, whichever occurs first

21-0442-VAR2 CONDITIONS

Planning

1. A Variance is hereby approved to allow a stub street termination where a cul-de-sac is required.

2. Approval of and conformance to the Conditions of Approval for Variance (21-0442-VAR1) and Tentative Map (21-0442-TMP1) shall be required, if approved.

3. This approval shall be void four 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.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0442-TMP1 CONDITIONS

Planning

1. All lots within the subdivision will be limited to single-story in height. This condition shall be recorded against the respective properties, by way of recoding a Notice of Condition Affecting Property against each of the parcels specifically burdened by such condition(s) prior to the application for building permits to include the conditions affecting the parcel. Furthermore, the entity making application for a building permit on a parcel specifically burdened by the above condition(s) shall attach the Tentative Map conditions of approval to such building permit application, as well as the entity selling the single-family residence on the parcel that is burdened by the above condition(s) shall provide a disclosure of the above condition(s) to any prospective purchaser of a home on such parcel.

2. A Waiver from Title 19.02 is hereby approved, to allow a 194-foot intersection offset where 220 feet is required.

3. An Exception from Title 19.06 is hereby approved, to allow eight trees where 10 are required within the eastern perimeter landscape buffer.

4. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

5. Approval of Variance (21-0442-VAR1) shall be required, if approved.

6. Street names must be provided in accordance with the City's Street Naming Regulations.

7. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

8. In conjunction with creation, declaration, and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes, and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

9. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

10. Coordinate the closure of Leon Avenue with the City Traffic Engineer and the Operations and Maintenance Department. Approved construction drawings shall comply with the recommendations of the City for the closure.

11. Dedicate 30 feet of right-of-way adjacent to this site for the remaining portion of Leon Avenue and dedicate a 15-foot radius at the northwest corner of Hickam Avenue and Leon Avenue on the Final Map for this site.

12. Construct curb and gutter on Leon Avenue from the existing curb and gutter at the north end of this site to Hickam Avenue and appropriate transition paving and overpaving on Leon Avenue concurrent with the development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. All other off-site improvements on Leon Avenue and Hickam Avenue are hereby deferred as required by 21-0442-VAR1.

13. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

14. Connect to the public sewer line in Hickam Avenue at a size and location acceptable to the Sanitary Sewer Section of the Department of Public Works.

15. 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, grading permits or the recordation of a Final Map, 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.

16. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations. Roadway locations and parcel entries are schematic and final studies and engineering improvements designs. Geometric design of Parcel entry points must be approved through the development review of each parcel.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a nine-lot single-family, detached residential subdivision on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue.

ISSUES

- A Variance is requested to allow a 38-foot wide private street without sidewalks where 47 feet is the minimum required for a private street without a gate. Staff recommends denial.
- A Variance is requested to allow a stub street termination where a cul-de-sac is required. Staff recommends denial.
- A Waiver of Title 19.02.140 is requested to allow a 194-foot intersection offset where 220 feet is required. Staff recommends denial.
- An Exception of Title 19.06 is requested to allow eight trees where 10 are required within the eastern perimeter landscape buffer. Staff recommends denial.
- The Department of Public Works has received and approved a signed request from the applicant for offsite improvement deferral.

ANALYSIS

The subject site is a 4.69-acre parcel located at the northwestern corner of Hickam Avenue and Leon Avenue. The subject site is zoned as R-E (Residence Estates) and subject to the development standards in Title 19.06.060. The applicant is proposing to develop the subject site with a nine-lot residential subdivision.

The proposed lots range in size from 18,368 square feet to 25,412 square feet. The proposed residential development has a gross density of 1.92 units per acre. No building or floor plans have been submitted as part of this application, but such plans would be held to the R-E (Residence Estates) development standards in listed in Title 19.06.060. A six-foot-wide common element landscape buffer is provided adjacent to right-of-way on Hickam Avenue and Leon Avenue. Adjacent to the dedicated portion of Leon Avenue, no landscaping materials are being provided. As a result, an Exception of Title 19.06 is requested to allow eight trees where 10 are required within the eastern perimeter landscape buffer. In order to accommodate the design of the residential subdivision, a Variance is requested.

The purpose of Title 19.04 Complete Streets Standards "is to set forth requirements for achieving a connected transportation system as outlined in the City's General Plan to provide a safe and accessible environment for a variety of transportation modes and users."

A Variance is requested to allow a nonstandard private street without a gate. According to Title 19.04.070, private streets shall have the same dimensions as the comparable public streets unless separated by a gate. The proposed subdivision includes a 38-foot-wide private street without a sidewalk on either side (As such, a Variance is requested to allow a 38-foot wide private street without gates where 47 feet is the minimum required for a private street without a gate). In addition to the requested Variance, a Waiver of Title 19.02.140 is requested to allow a 193-foot intersection off-set where 220 feet is required. Based on discussion with the applicant, the subdivision is configured off of Leon Avenue thereby requiring this Waiver in order to account for the site's natural grading and drainage. Additionally, City standards require sidewalk to be provided on both sides of all public streets, even if such sidewalks are allowed to be deferred in support of current rural character. Appropriate right-of-way should be preserved for the future installation of such sidewalk, should it ever become desired in the future.

Staff recommends the installation of all street improvements adjacent to all new development, as such improvements help the City meet the Americans with Disabilities Act (ADA) requirements and aid in the containment and direction of stormwater runoff in an efficient manner to protect City roadways. Staff cannot support a Variance request that would contradict the City's General Plan and recommends denial of the request.

As development encroaches into rural areas of the City and the population intensifies, residential neighborhoods developed without the required amenities such as streetlights do not support the goals of the City's General Plan to provide a safe and accessible environment for the residents. The Department of Public Works has received a signed request from the applicant for offsite improvement deferral for Hickam Avenue and Leon Avenue. The City of Las Vegas has approved this request subject to standard requirements.

A Variance is requested to allow a stub street termination where a cul-de-sac is required. The applicant is proposing to wall off Leon Avenue with an emergency access crash gate. The wall would restrict access and connectivity within the residential area. The north side of Leon Avenue is an existing stub street that was fully built out under the assumption that the southern right-of-way portion would be built out in the future. Under this assumption, both sides of Leon Avenue would have needed back-to-back cul-de-sacs terminuses. Cul-de-sacs are the cities' standard street terminus as they provide an adequate turnaround for street cleaning, maintenance vehicles, and emergency services.

The submitted east/west cross-section depicts a maximum natural grade of less than two percent across this site. Per the Tables in Title 19.06.050, a development with a natural slope of less than two percent is allowed a maximum four-foot retaining wall. A maximum 0.7-foot retaining wall is shown along the east and west property lines.

The submitted north/south cross-section depicts a maximum natural grade of less than two percent across this site. Per the Tables in Title 19.06.050, a development with a natural slope less than two percent is allowed a maximum four-foot retaining wall. A maximum 0.7-foot retaining wall is shown along the north property line.

Due to the associated Variances requested allowing non-standard private street sizes and a deferral of the streetscape standards, staff is recommending denial on the proposed Tentative Map.

FINDINGS (21-0442-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to not construct the required improvements associated with the right-of-way along Hickam Avenue and Leon Avenue. 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 (21-0442-TMP1)

As the design of the Tentative Map is dependent on the approval of the requested Variance (21-0442-VAR1) allowing non-standard private street sizes and a deferral of the streetscape standards, staff is recommending denial of the proposed Tentative Map.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/12/64	The City Council approved an Annexation (A-0002-64) request for 290 acres generally located south of Craig Road and east of Tonopah Highway with an effective date of 05/22/64. This site was part of that request.
09/06/05	A Code Enforcement Case (CE-34299) was reported for a vacant lot with overgrown weeds at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 10/24/05.
01/27/06	A Code Enforcement Case (CE-37919) was reported for a vacant lot with a camper at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 02/01/06.
04/14/06	A Code Enforcement Case (CE-40269) was reported for a Pepsi vending machine on a vacant lot at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 07/03/06.
05/30/07	A Code Enforcement Case (CE-53871) was reported for a vacant lot with continuous dumping at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 07/26/07.
02/11/08	A Code Enforcement Case (CE-62199) was reported for furniture dumped on a vacant lot at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 03/17/08.
09/16/08	A Code Enforcement Case (CE-69729) was reported for debris on a vacant lot at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 09/29/08.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/20/08	A Code Enforcement Case (CE-70785) was reported for four acres of a vacant lot being used as an off-road race track with dust being stirred up at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 10/23/08.
12/14/10	A Code Enforcement Case (CE-96800) was reported for illegal dumping on a vacant lot at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 01/11/11.
10/03/12	A Code Enforcement Case (CE-120598) was reported for a vacant lot with kids selling drugs in the trees at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 11/21/12.
03/31/15	A Code Enforcement Case (CE-152511) was reported for manure dumped on an empty lot at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 06/11/15.
05/20/15	The City Council approved a Variance (VAR-57017) to allow no sidewalk on Hickam Avenue and Leon Avenue and no gate on a private street where such are required on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue. The Planning Commission recommended approval while staff recommended denial.
05/20/15	The City Council approved a Waiver (WVR-57018) to allow no sidewalks where five-foot wide sidewalks on both sides of the street are required on the proposed private 47-foot residential street on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Waiver (WVR-57213) to allow no streetlights where such are required and a 194-foot eternal intersection offset where 220 feet is the minimum distance separation required on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Tentative Map (TMP-57025) for Hickam and Leon, an eight-lot residential subdivision on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue. The Planning Commission recommended approval while staff recommended denial.
03/27/19	A Code Enforcement Case (CE-197853) was reported for a sofa and cushions left on a vacant dirt lot at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 04/19/19.
09/25/19	A Code Enforcement Case (CE19-03001) was reported for overgrown vegetation with a homeless man living under a big bush at the northwest corner of Hickam Avenue and Leon Avenue. The case was resolved on 10/22/19.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/12/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 4.69 acres at the northwest corner of Hickam Avenue and Leon Avenue (APN 138-01-301-017), R-E (Residence Estates) Zone, Ward 5 (Crear). • 21-0442-VAR1 - VARIANCE - TO ALLOW A 38-FOOT WIDE PRIVATE STREET WHERE 47 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON LEON AVENUE WHERE SUCH ARE REQUIRED • 21-0442-VAR2 - VARIANCE - TO ALLOW A PROPOSED STUB STREET TERMINATION WHERE A CUL-DE-SAC IS REQUIRED • 21-0442-TMP1 - TENTATIVE MAP - HICKAM & LEON WEST - FOR A NINE-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
03/31/09	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	
07/14/21	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Variance and Tentative Map pertaining to a proposed nine-lot single-family, detached residential subdivision.

Neighborhood Meeting	
08/19/21	A neighborhood meeting was conducted at 5:30 PM on August 19, 2021, at Santa Fe Station in Centennial Ballroom A at 4949 North Rancho Drive. The meeting was attended physically by one member of Planning staff, one member of the Ward 5 Council Ward Office, and two individuals representing the applicant/project. There were 43 members of the public who attended in-person. The applicant began the meeting by giving an overview of the developer and project synopsis. Concerns from the public were raised regarding the following:

Neighborhood Meeting	
08/19/21	**Will Leon be connected to Craig Road or will it be shut off?** This portion of the site is to be dedicated. There were no issues from the public **Are there any renderings or drawings of the proposed development?** Not currently but when they have been made the applicant plans to share with the public. **Is there an anticipated price range?** Not currently but the price would depend on the market conditions at the time of sale. The anticipated groundbreaking is for October. **Can Leon Avenue continue being blocked going further north or by using a crash gate or wall?** This would be an issue to be addressed with Las Vegas Fire and Rescue Engineering regarding public safety. **Will Hickam Avenue or Leon Avenue be widened?** Yes, 30-feet of all neighboring right-of-way will have to be improved. The applicant explained how the right-of-way is divided into each side of the street centerline and how the undeveloped portion of right-of-way would be paved and landscaping would be added. The applicant explained that they are applying for an offsite improvement deferral of the Hickam Avenue improvements as they do not meet the character of the residential area. The asphalt path currently there would be maintained. **Specific concerns were raised by the site's on-site drainage.** This would be reviewed by a technical drainage study by the Department of Public Works which is Condition of Approval Number Fourteen (14). The applicant advised that the tradeoff for not providing curb and gutter improvements was in order to preserve the rural character of the area. **Specific questions were raised regarding wall heights as they pertained to the subject site.** The applicant reiterated the R-E (Residence Estates) development standards which limited wall heights to eight feet. **Concern was raised over the height of the proposed dwellings.** The applicant stated that it would be limited to single-story but could request a Condition of Approval be added to the Tentative Map like they have done in the past.

Neighborhood Meeting	
08/19/21	**Concern was raised over the proposed configuration with the private drive off of Leon Avenue in comparison to Hickam Avenue.** The site was oriented to this configuration based on the drainage for the subject site. **Concerns were raised over the adaptability of new homeowners toward existing rural animals allowed in the surrounding area.** The applicant stated they would add for disclosure. **Will there be a homeowner association?** Based on the public's feedback the homeowners would be responsible for their portion of the streetscape. Overall the members of the public were in favor of both projects. An informal vote was conducted by the members of the public. There were no members of the public who were in opposition toward the project. The meeting was concluded at 6:40 PM.

Field Check	
08/10/21	A routine field check was conducted by staff of the subject site; staff found a well-maintained undeveloped site with temporary chain link fencing and high vegetation. Nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	4.69

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached		
South			
East			
West			R-PD2 (Residential Planned Development – 2 Units per Acre)

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Rancho	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 Feet)	Y
RP-O (Rural Preservation Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	18,000 SF	18,368 SF	Y
Min. Lot Width	100 Feet 30 Feet (Cul-De-Sac)	112 Feet 40 Feet	Y Y
Min. Setbacks • Front • Side • Corner • Rear	 30 Feet 10 Feet 15 Feet 35 Feet		N/A*
Max. Lot Coverage	N/A		
Max. Building Height	35 Feet		

**A lot fit analysis has not been submitted as part of this application. The proposed dwellings would be held to the R-E (Residence Estates) development standards listed in Title 19.06.060.*

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	0 Trees	0 Trees	Y
• South	1 Tree / 30 Linear Feet	21 Trees	21 Trees	Y
• East	1 Tree / 30 Linear Feet	10 Trees	8 Trees	N*
• West	1 Tree / 30 Linear Feet	0 Trees	0 Trees	Y
TOTAL PERIMETER TREES		**31 Trees**	**28 Trees**	**N***
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	0 Feet		0 Feet	Y
• South	6 Feet		6 Feet	Y
• East	6 Feet		6 Feet	Y
• West	0 Feet		0 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 6 Feet	Y

*An Exception is requested to allow a reduction in required landscape materials.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Leon Avenue	Local Street	Title 13	60	Y or N
Hickam Avenue	Local Street	Title 13	60	Y or N

Streetscape Standards	***Required***	***Provided***	***Compliance***
Proposed Private Street	Private streets shall have the same dimensions as the comparable public streets unless separated by gates. The minimum public street consists of a 47-foot right-of-way with a 31-foot wide street with three-foot amenity zones and sidewalks on both sides of the street.	38-foot-wide right-of-way with no amenity zone, sidewalk, or streetlights	N*

Streetscape Standards	***Required***	***Provided***	***Compliance***
Hickam Avenue	60-foot-wide right-of-way, including amenity zone, sidewalk, and streetlights	60-foot-wide right-of-way with no sidewalk or streetlight-related improvements.	N*
Leon Avenue	60-foot-wide right-of-way, including amenity zone, sidewalk, and streetlights	60-foot-wide right-of-way with no sidewalk or streetlight-related improvements.	N*

**The applicant has requested a Variance (21-0442-VAR1) to waive all Title 19.04 complete street development standards associated with the insufficient right-of-way width, no sidewalk, and streetlight improvements along the proposed private street and existing Hickam Avenue and Leon Avenue rights-of-way which surround the subject site.*

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	9 Dwellings	2 spaces per dwelling	18				
TOTAL SPACES REQUIRED			18		18		Y
Regular and Handicap Spaces Required			18	0	18	0	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least 220 feet, measured from centerline to centerline.	To allow a 194-foot intersection off-set where 220 feet is the minimum required.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24-inch box tree for every 30 linear feet with perimeter landscape buffers.	To allow eight trees where 10 are required within the eastern perimeter landscape buffer.	Denial

Proposed Nine Single-Family Units:			
Student Yield	**Elementary School**	**Middle School**	**High School**
Single-Family Units (9)	9 x 0.166	9 x 0.093	9 x 0.131
Total Additional Students	1	1	1

Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
Parson Elementary School	4100 Thom Boulevard	Kindergarten – 5th Grade	518 Students	302 Students	03/01/21
Swainston Junior High School	3500 West Gilmore Avenue	6th – 8th Grade	1,494 Students	1085 Students	03/01/21
Cheyenne High School	3200 West Alexander Road	9th - 12th Grade	2,422 Students	1,877 Students	03/01/21

Department of Public Works Traffic Study

Tentative Map for a Proposed Nine-Lot Single Family Residential Development – Northwest corner of Hikam Avenue and Leon Avenue				
Proposed Use				
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DU]	9	9.44	85
AM Peak Hour			0.74	7
PM Peak Hour			0.99	9
Existing Traffic on Nearby Streets				
Jones Boulevard				
Average Daily Traffic (ADT)			18,710	
PM Peak Hour (Heaviest 60 Minutes)			1,497	
Alexander Road				
Average Daily Traffic (ADT)			6,633	
PM Peak Hour (heaviest 60 minutes)			531	
Traffic Capacity of Adjacent Streets:				
Adjacent Street ADT Capacity				
Jones Boulevard			41,790	
Alexander Road			12,480	

Summary
This project will add approximately 85 trips per day on Hickam Avenue, Leon Avenue, Jones Boulevard, and Alexander Road. Currently, Jones Boulevard is at approximately 45 percent of capacity and Alexander Road is at approximately 53 percent of capacity. With this project, Jones Boulevard is expected to remain unchanged and Alexander Road to be at 54 percent capacity. Recent traffic counts are not available for Hickam Avenue or Lean Avenue.
Based on Peak Hour use, this development will add into the area roughly nine additional cars, or about one every seven minutes.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Tentative Map, Variance, Vacation

Project Address (Location) Leon & Hickam West

Project Name Leon & Hickam **Proposed Use**

Assessor's Parcel #(s) 138-01-301-017 **Ward #**

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner Vegas Homes, LLC Contact
Address 19333 Collins Ave. #1708 City Sunny Isles Bea State FL Zip 33160
E-mail Phone

Applicant Blend Communities, LLC Contact Brad Burns
Address 9875 West La Mancha Ave. City Las Vegas State NV Zip 89149
E-mail brad.burns@blendcommunities.com Phone 702-355-1400

Representative Taney Engineering Contact Elisha Scrogum
Address 6030 S. Jones City Las Vegas State NV Zip 89118
E-mail ElishaS@taneycorp.com Phone 702-362-8844

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.

21-0442 07/21/2021

Property Owner Signature
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Enrique Feger

Subscribed and sworn before me

This 15th day of June, 20 21

Notary Public in and for said County and State Miami-Dade, Florida

Notary Public State of Florida
Crystal Esparza
My Commission GG 182625
Expires 05/12/2022

100740- Hickam and Leon West

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☑ 1. Name of the proposed subdivision.
- ☑ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☑ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☑ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☑ 5. Identification of adjoining properties.
- ☑ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☑ 7. Existing structures and other physical features.
- ☑ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☑ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☑ 10. Existing and proposed street names.
- ☐ 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☑ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☑ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- ☑ 14. Existing and proposed storm drains.
- ☑ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☑ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.

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07/21/2021

- ☐ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

☑ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☑ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☑ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☑ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code (refer to the pre-application checklist).

☑ 3. Any proposed deviations from City standards (refer to the pre-application checklist).

☐ 4. A copy of the deed for the property (refer to the pre-application checklist).

☑ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. If applicable, a letter indicating that an in-lieu-of park is proposed.

Department of Public Works Signature: Roger Bailey

Date: 7/14/22

21-0442
07/21/2021

DEPARTMENT OF PLANNING

DATE: 7/21/221

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: **PROJECT NAME** Leon & Hickam West
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

Blend Communities (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact Brad Burns at (702)-355-1400. Thank you.

Sincerely,

(Signature)

Bradley Burns

(Print)

Subscribed and sworn before me

This 21 day of July, 2021.

Elisha Scrogum

Notary Public in and for said County and State

ELISHA L. SCROGUM
Notary Public, State of Nevada
Appointment No. 03-79901-1
My Appt. Expires Feb 12, 2022

PARCEL II:

THAT PORTION TRANSFERRED BY RECORD OF SURVEY BOUNDARY LINE ADJUSTMENT IN FILE 75, PAGE 97 RECORDED APRIL 5, 1995 AS DOCUMENT NO. 00710 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SAID SECTION 1; THENCE NORTH 88°44'19" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 648.47 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER (NE ¼); THENCE NORTH 00°35'14" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE ¼), 39.66 FEET TO THE SOUTHWEST CORNER TO THAT CERTAIN SUBDIVISION KNOWN AS STAGECOACH DEPOT 2-D, AS SHOWN IN BOOK 23, PAGE 80 OF PLATS; THENCE SOUTH 89°05'33" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 648.40 FEET TO A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER (NW ¼); THENCE SOUTH 00°31'36" EAST ALONG SAID LAST DESCRIBED EAST LINE, 43.67 FEET TO THE POINT OF BEGINNING.

PARCEL TWO (2):

THAT PORTION OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., DESCRIBED AS FOLLOWS:

LOTS TWO (2), THREE (3), AND FOUR (4) AS SHOWN BY MAP THEREOF IN FILE 13 OF PARCEL MAPS, PAGE 89 IN THE OFFICE OF THE COUNTY RECORDER IF CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

21-0442
07/21/2021

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 138-01 -302-002
   b) 138-01-302-003
   c) 138-01-302-004
   d) 138-01-301-017

CLERIFICATION PAGE

FOR RECORDER'S OPTIONAL USE ONLY
Book:_____ Page _____
Date of Recording:_____
Notes:

2. Type of Property:
   a. [X] Vacant Land b. [ ] Sgl. Fam. Residence
   c. [ ] Condo/Twnhse d. [ ] 2-4 Plex
   e. [ ] Apt. Bldg. f. [ ] Comm'l/Ind'l
   g. [ ] Agricultural h. [ ] Mobile Home
   [ ] Other _____

3 a. Total Value/Sales Price of Property $300,000.00

   b. Deed in Lieu of Foreclosure Only (value of property) _____

   c. Transfer Tax Value: $300,000.00

   d. Real Property Transfer Tax Due $1,530.00

4. **If Exemption Claimed:**

   a. Transfer Tax Exemption, per NRS 375.090, Section: _____

   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Bank of Nevada	Print Name:	Vegas Homes, LLC, a Florida Limited liability company
Address:	2700 W. Sahara Avenue	Address:	19333 Collins Ave. #1708
City:	Las Vegas	City:	Sunny Isles Beach
State:	NV Zip: 89102	State:	FL Zip: 33160

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 09-03-1171-SD
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

21-0442
07/21/2021

ASSESSOR'S COPY

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 138-01-302-002
   b) 138-01-302-003
   c) 138-01-302-004
   d) 138-01-301-017

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:
   a. X Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

3. a. Total Value/Sales Price of Property: $300,000.00
   b. Deed in Lieu of Foreclosure Only (value of property):
   c. Transfer Tax Value: $300,000.00
   d. Real Property Transfer Tax Due: $1,530.00

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption, per NRS 375.090, Section:
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: X _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Bank of Nevada	Print Name:	Vegas Homes LLC A Florida LLC
Address:	2700 W. Sahara Avenue	Address:	19333 Collins Ave #1708
City:	Las Vegas	City:	Sunny Isles Beach
State:	NV Zip: 89102	State:	FL Zip: 33160

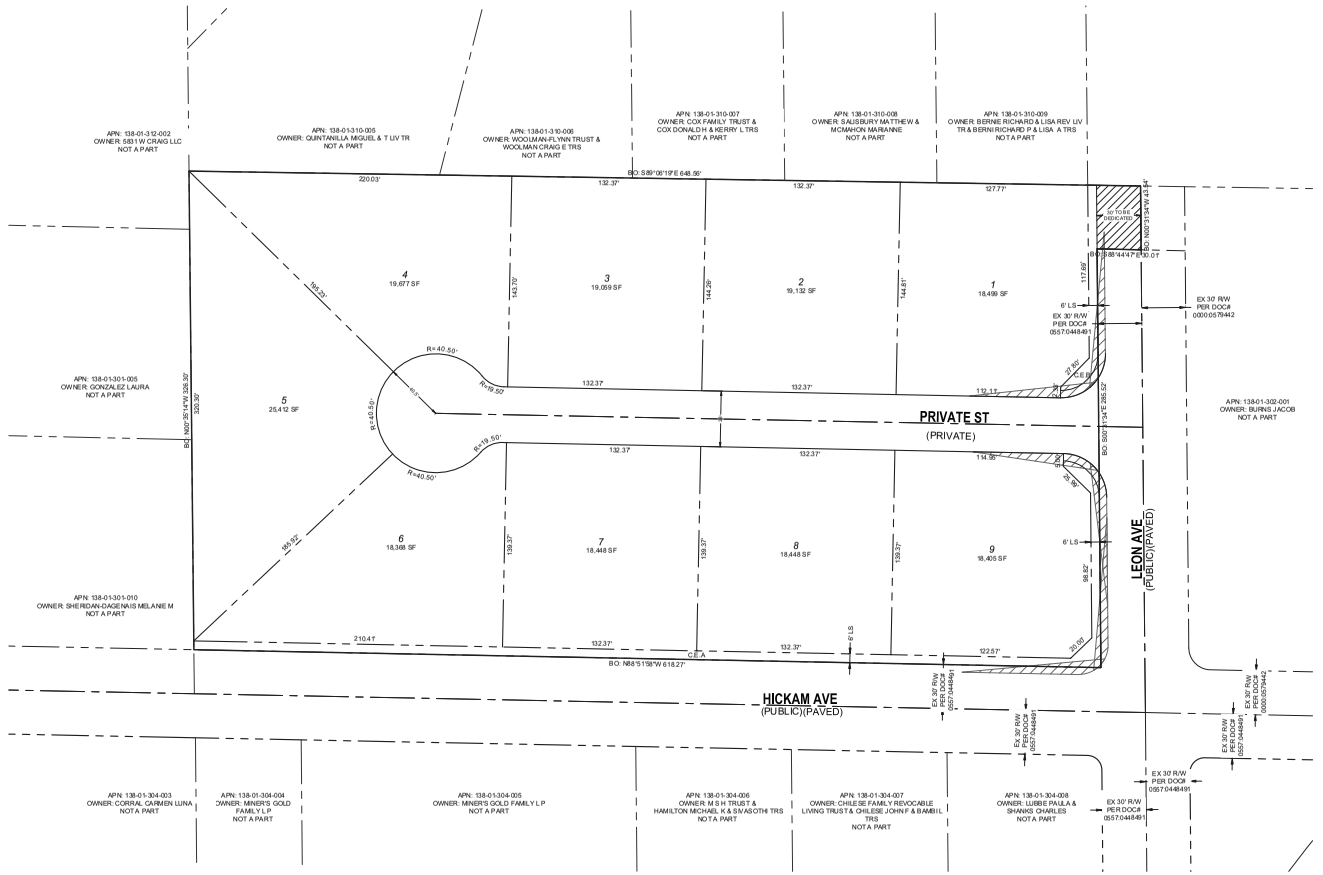
COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 09-03-1171-SD
Address: 2500 N. Buffalo Drive, Suite 150
City: Las Vegas State: NV Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ASSESSOR - RECORDER

21-0442
07/21/2021



SCALE: 1" = 40'
40 20 40' 80 120'

WASTEWATER CALCULATIONS

FACILITY TYPE : SINGLE FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD OUT: 9 HOUSES

AVERAGE FLOW = 0.0022 MGD (9 ERUS)
PEAK FLOW = 0.0077 MGD (32 ERUS)
PEAK + WET WEATHER = 0.0096 MGD (40 ERUS)

CALCULATIONS:
AVG FLOW = 9 X 90,000 GAL X 1 MG = 0.0022 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0022 X 3.5 = 0.0077 MGD
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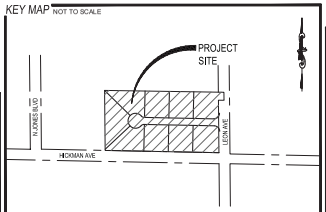
PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-01-301-017
PROPOSED USE OF PROPERTY:	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
TOTAL PROPOSED LOTS:	9 LOTS (TYPE) / 0 LOTS (COMMON LOTS)
GROSS ACREAGE:	4.69 ACRES
NET ACREAGE:	4.03 ACRES
PROPOSED DENSITY:	1 UNIT/LOT
DENSITY ALLOWED:	1UNIT/LOT
SMALLEST LOT SIZE:	18,405 SF
LARGEST LOT SIZE:	26,412 SF
AVERAGE LOT SIZE:	19,489 SF
MINIMUM LOT SIZE ALLOWED:	18,000 SF
MAXIMUM HEIGHT ALLOWED:	35 FT

KEY MAP

NOT TO SCALE



ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
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COH	CITY OF HENDERSON	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

Call before you Dig
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CALL 811
OR
1-800-227-2600

CONNECTIVITY

1 LINKS
1 NODES
RATIO: 1/1=1
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	30'	30'
FRONT GARAGE:	30'	30'
INTERIOR SIDE:	10'	10'
CORNER SIDE:	15'	15'
REAR:	5'	5'

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
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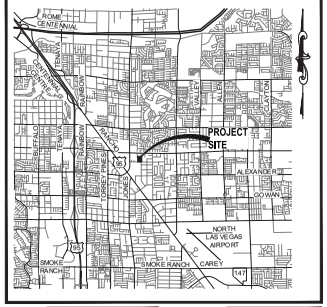
VICINITY MAP

NOT TO SCALE



OWNER

VEGAS HOMES LLC
19333 COLLINS AVE #1708
SUNNY ISLES BEACH FL 33160-2371
(702) 395-1400

DEVELOPER

BLEND COMMUNITIES
9575 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89148
(702) 355-1400

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

BASIS OF BEARING

S 88° 58'22" E
THE NORTH LINE OF SOUTH HALF (S 1/2) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS PER R.P. E FILE 11, PAGE 72 & FILE 12, PAGE 69, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS
BENCHMARK ID:CLV0168WW6
CITY OF LAS VEGAS RIVET AND ROUND ALUMINUM PLATE IN TOP CURB AT THE NORTHEAST CORNER OF DECATUR BLVD. AND SAN MIGUEL AVE. NEAR THE PT OF DECATUR BLVD.

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LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0442
08/24/2021

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

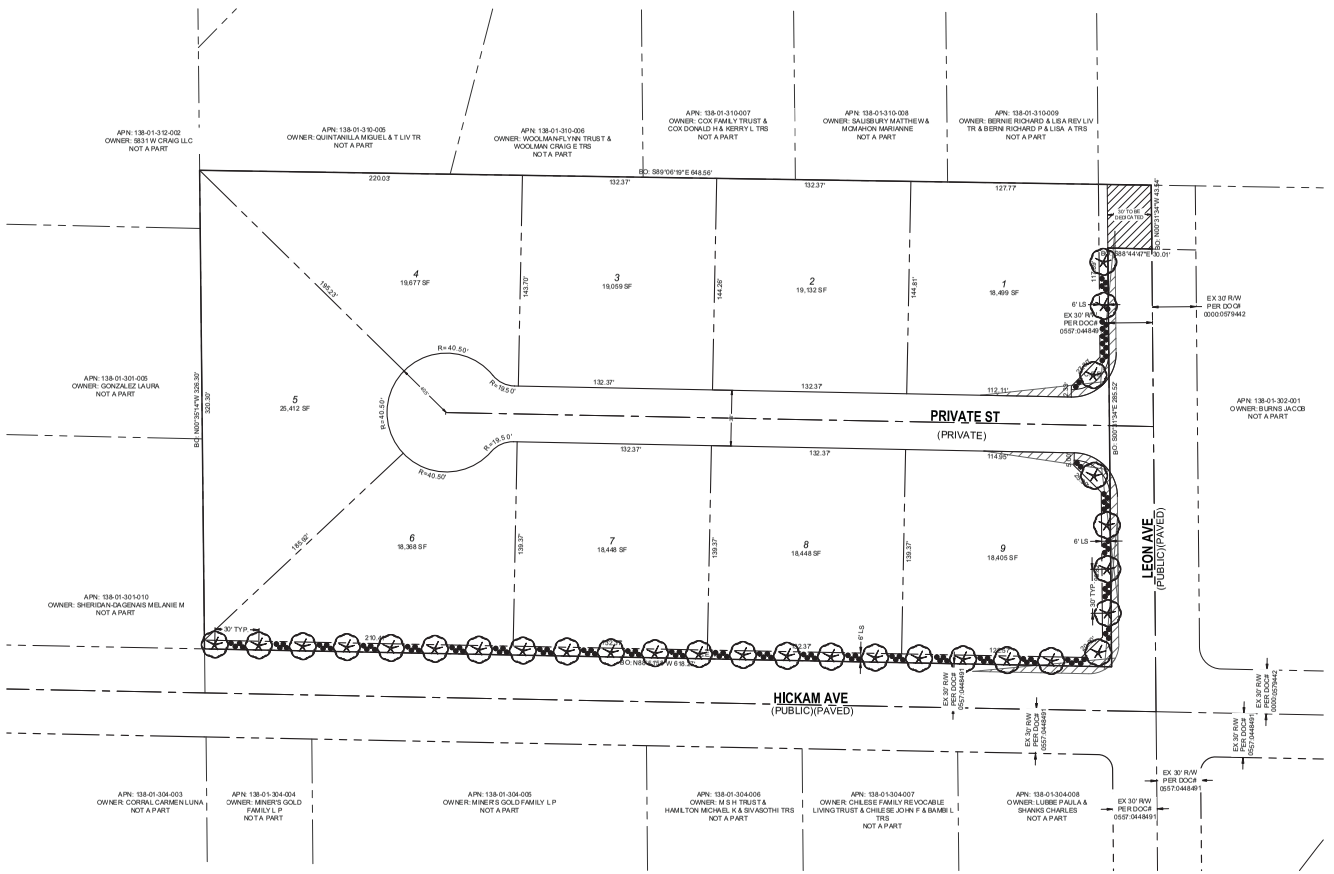
TARGEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(760) 362-8844 EMAIL: INFO@TARGYCORP.COM

EST. 2000

HICKMAN & LEON WEST
SINGLE FAMILY RESIDENTIAL
SITE PLAN

DATE: 8/18/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: SP
SHEET NUMBER: 01 OF 01
CLV 0000000

LAST PLOT: Jason Savin
FILE NAME: I:\TARGYNV-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\SITM_LEON.DWG



SCALE: 1" = 40'

40 20' 40' 80 120

TREE/ PLANT SCHEDULE - SPACING PER LANDSCAPING NOTE, THIS SHEET.

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	PER PLAN	24" Box	PER PLAN	AFRICAN SUMAC OR EQUIVALENT	RHUS LANCEA
	PER PLAN	1-5 Gallon	N/A	CLIFF GOLDENBUSH OR EQUIVALENT	ERICAMERIA CUNEATA

WASTEWATER CALCULATIONS

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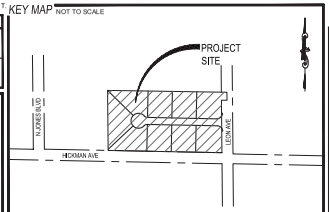

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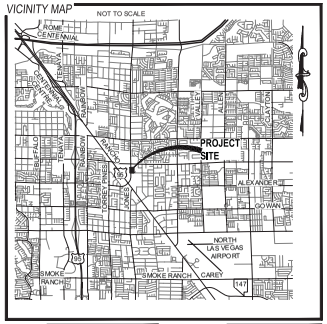

OWNER

VEGAS HOMES LLC
10333 COLLINS AVE #1708
SUNNY ISLES BEACH FL 33160-2371
(702) 335-1400

DEVELOPER

BLEND COMMUNITIES
9575 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89149
(702) 355-1400

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BENCHMARK ID CLV0168WW6
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BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0442
08/24/2021

NO.	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

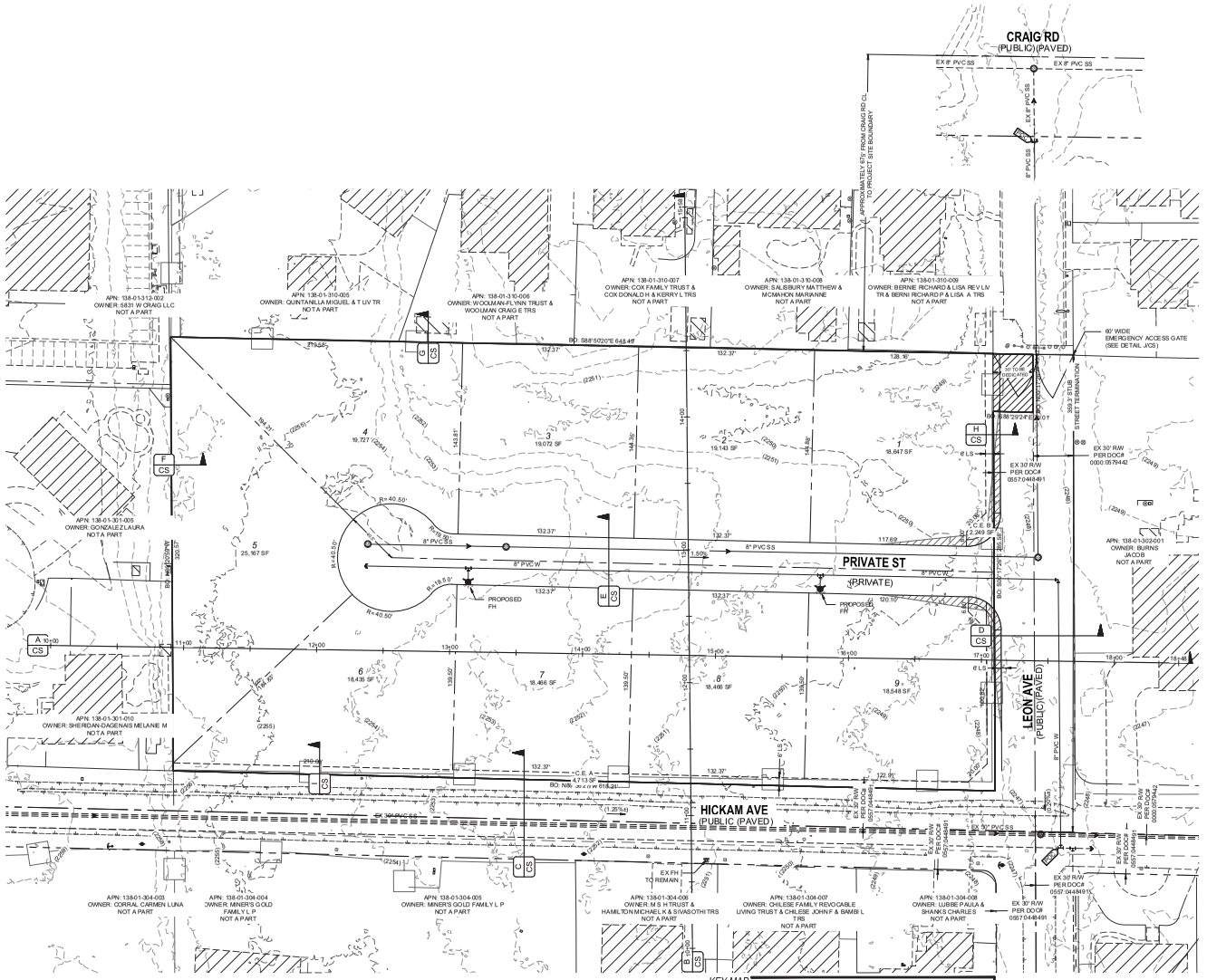
BLEND COMMUNITIES, LLC

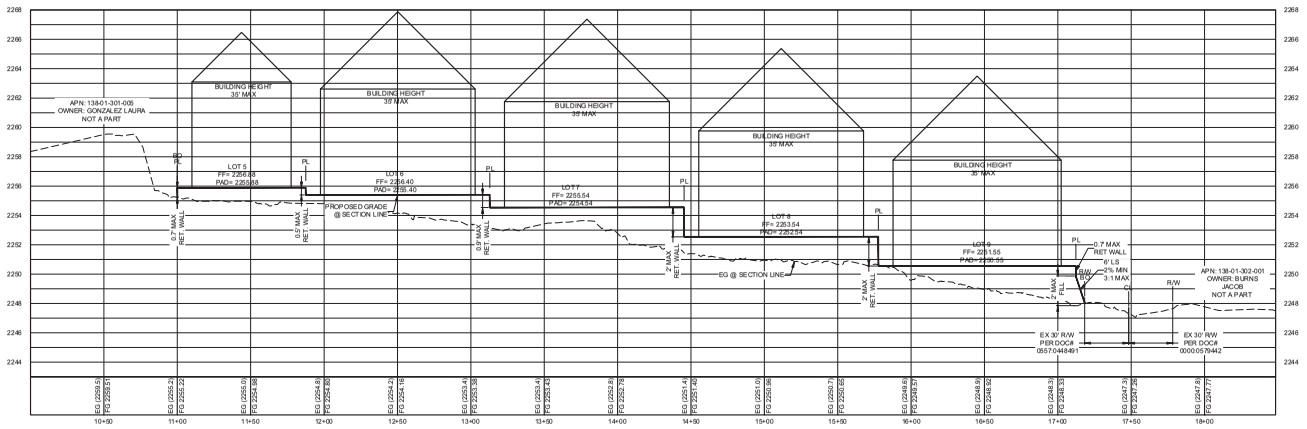
EST. 2000

HICKMAN & LEON WEST
SINGLE FAMILY RESIDENTIAL
LANDSCAPE PLAN

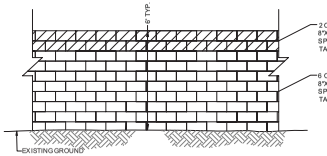
DATE: 8/18/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: LP
SHEET NUMBER: 01 OF 01
CLV 0000000

LAST PLOT: Jason Savin
FILE NAME: I:\TANEY\NV-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TM_LEON.DWG

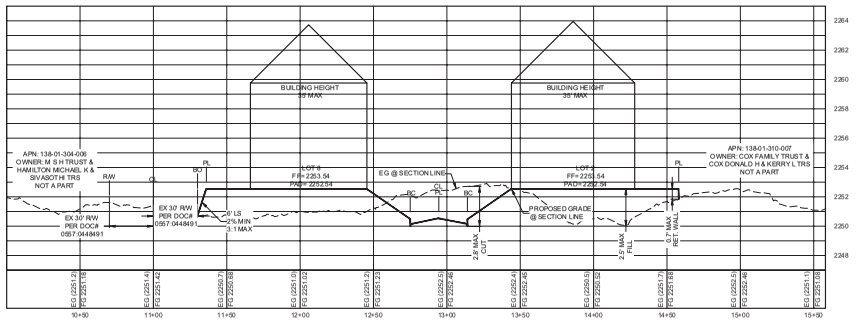

CRAIG RD
(PUBLIC)(PAVED)
EX 8" PVC SS
EX 8" PVC SS
8" PVC SS
APPROXIMATELY 670' FROM CRAIG RD CL TO PROJECT SITE BOUNDARY
APN: 138-01-312-002
OWNER: 5831 W CRAIG LLC
NOT A PART
APN: 138-01-310-005
OWNER: QUINTANILLA MIGUEL & T UV TR
NOT A PART
APN: 138-01-310-006
OWNER: WOOLMAN-FLYNN TRUST &
WOOLMAN CRAIG E TRS
NOT A PART
APN: 138-01-310-007
OWNER: COX FAMILY TRUST &
COX DONALD H & KERRY L TRS
NOT A PART
APN: 138-01-310-008
OWNER: SALISBURY MATTHEW &
MCMAHON MARIANNE
NOT A PART
APN: 138-01-310-009
OWNER: BERNIE RICHARD & LISA REV LIV
TR & BERNI RICHARD P & LISA A TRS
NOT A PART
60' WIDE
EMERGENCY ACCESS GATE
(SEE DETAIL JC3)
BO: S88°50'20"E 648.49'
132.37'
128.36'
20' PUE DEDICATED
BO: S88°29'24"E 130.07'
393.7' STUB
STREET TERMINATION
EX 30' R/W
PER DOC#
0000:0578442
EX 30' R/W
PER DOC#
0557:0448491
APN: 138-01-303-005
OWNER: GONZALEZ LAURA
NOT A PART
APN: 138-01-303-001
OWNER: BURNS
JACOB
NOT A PART
PRIVATE ST
(PRIVATE)
8" PVC W
PROPOSED
FH
PROPOSED
FH
LEON AVE
(PUBLIC)(PAVED)
APN: 138-01-301-010
OWNER: SHERIDAN-DAGENAIS MELANIE M
NOT A PART
HICKAM AVE
(PUBLIC (PAVED)
EX 30' R/W PER DOC#
EX FH
TO REMAIN
APN: 138-01-304-003
OWNER: CORRAL CARMEN LUNA
NOT A PART
APN: 138-01-304-004
OWNER: MINER'S GOLD
FAMILY L P
NOT A PART
APN: 138-01-304-005
OWNER: MINER'S GOLD FAMILY L P
NOT A PART
APN: 138-01-304-006
OWNER: M S H TRUST &
HAMILTON MICHAEL H & SIVAS/OTH TRS
NOT A PART
APN: 138-01-304-007
OWNER: CHILDSE FAMILY REVOCABLE
LIVING TRUST & CHILESE JOHN F & BAMBI L
TRS
NOT A PART
APN: 138-01-304-008
OWNER: LUBBE PAULA &
SHANKS CHARLES
NOT A PART
EX 30' R/W
PER DOC#
0557:0448491
EX 30' R/W
PER DOC#
0557:0448491
EX 30' R/W
PER DOC#
0557:0448491
EX 30' R/W
PER DOC#
0000:0578442
EX 30' R/W
PER DOC#
0557:0448491
EX 30' PVC SS
1 19,143 SF
2 19,143 SF
3 19,072 SF
4 19,727 SF
5 25,167 SF
6 18,435 SF
7 18,466 SF
8 18,466 SF
9 18,548 SF
10 18,647 SF
11 12,349 SF
A
B
C
D
E
F
G
H
CS
8' LS
R=40.50'
R=19.50'
117.69'
120.10'
122.91'
210.00'
320.57'
139.50'
143.81'
146.35'
147.00'
147.65'
148.30'
148.95'
149.60'
150.25'
150.90'
151.55'
152.20'
152.85'
153.50'
154.15'
154.80'
155.45'
156.10'
156.75'
157.40'
158.05'
158.70'
159.35'
160.00'
160.65'
161.30'
161.95'
162.60'
163.25'
163.90'
164.55'
165.20'
165.85'
166.50'
167.15'
167.80'
168.45'
169.10'
169.75'
170.40'
171.05'
171.70'



PROFILE A
STA: 10+00.00 TO 18+48.37
SCALE: 1"=40' HORIZONTAL; 1"=4' VERTICAL



PERIMETER DECORATIVE BLOCK WALL SECTION
NTS



PROFILE B
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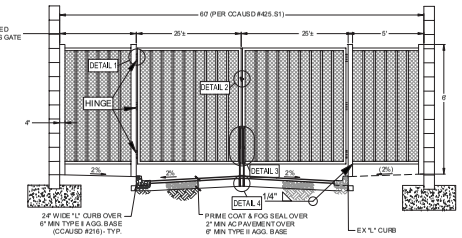
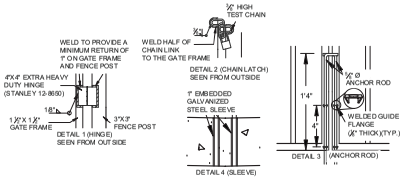
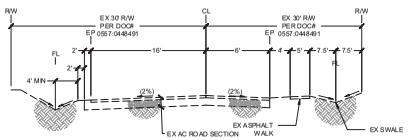
SCALE: 1"=40' HORIZONTAL; 1"=4' VERTICAL

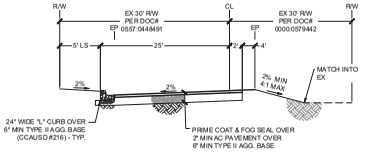


SECTION J
60' EMERGENCY ACCESS GATE
NTS

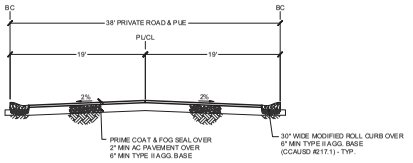




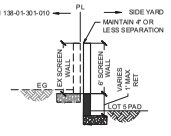
SECTION C
60' HICKAM AVE SECTION
NTS



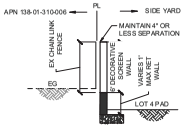
SECTION D
60' LEON AVE SECTION
NTS



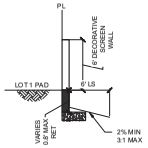
SECTION E
38' PRIVATE STREET SECTION
NTS



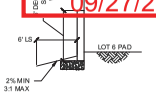
SECTION F
WEST BOUNDARY
NTS



SECTION G
NORTH BOUNDARY
NTS



SECTION H
EAST BOUNDARY
NTS



SECTION I
SOUTH BOUNDARY
NTS

21-0442
09/27/2021

City Council - Page 684

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(760) 362-8844 EMAIL: INFO@TANEYCORP.COM

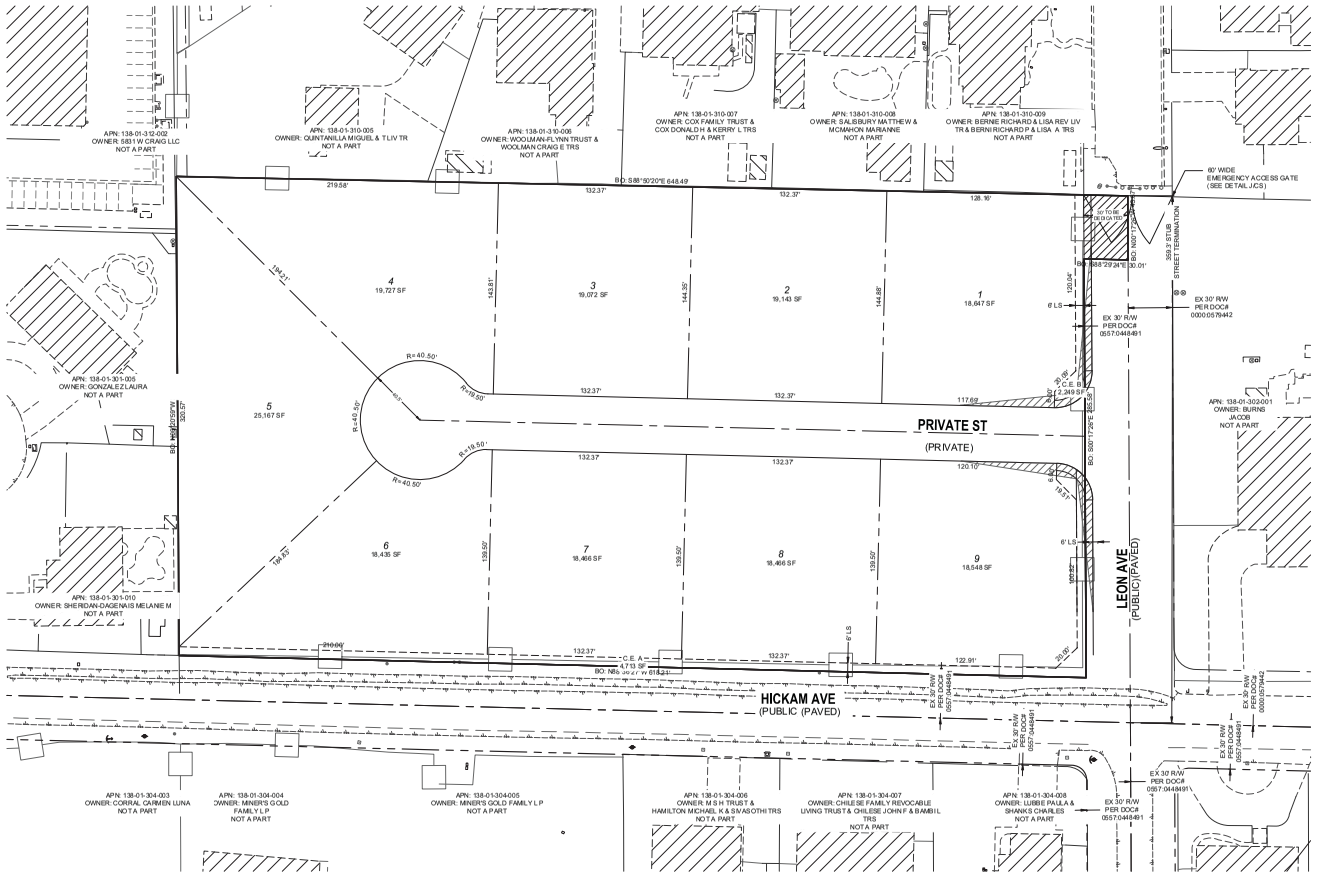
EST. 2000

HICKMAN & LEON WEST
SINGLE FAMILY RESIDENTIAL
CROSS-SECTIONS

ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
NO. 15726

DATE:	9/20/2021
SCALE:	1"=40'
JOB NO:	BND-21-003
DESIGNED BY:	JS
CHECKED BY:	RC
SHEET NAME:	CS
SHEET NUMBER:	01 OF 01
---	---
CLV	0000000

LAST PLOT: Jason Savin
FILE NAME: I:\TANEY\NV-FS\1PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TN_LEON.DWG


APN: 138-01-312-002
OWNER: 5831 W CRAIG LLC
NOT A PART
APN: 138-01-310-005
OWNER: QUINTANILLA MIGUEL & T LIV TR
NOT A PART
APN: 138-01-310-006
OWNER: WOOLMAN-FLYNN TRUST &
WOOLMAN CRAIG E TRS
NOT A PART
APN: 138-01-310-007
OWNER: COX FAMILY TRUST &
COX DONALD H & KERRY L TRS
NOT A PART
APN: 138-01-310-008
OWNER: SALISBURY MATTHEW &
MCMAHON MARIANNE
NOT A PART
APN: 138-01-310-009
OWNER: BERNE RICHARD & LISA REV LIV
TR & BERNI RICHARD P & LISA A TRS
NOT A PART
60' WIDE
EMERGENCY ACCESS GATE
(SEE DETAIL JCS)
APN: 138-01-301-005
OWNER: GONZALEZ LAURA
NOT A PART
APN: 138-01-301-010
OWNER: SHERIDAN-DAGENAIS MELANIE M
NOT A PART
APN: 138-01-302-001
OWNER: BURNS
JACOB
NOT A PART
PRIVATE ST
(PRIVATE)
LEON AVE
(PUBLIC)(PAVED)
HICKAM AVE
(PUBLIC PAVED)
APN: 138-01-304-003
OWNER: CORRAL CARMEN LUNA
NOT A PART
APN: 138-01-304-004
OWNER: MINER'S GOLD
FAMILY L P
NOT A PART
APN: 138-01-304-005
OWNER: MINER'S GOLD FAMILY L P
NOT A PART
APN: 138-01-304-006
OWNER: M S H TRUST &
HAMILTON MICHAEL K & SIVASOTHI TRS
NOT A PART
APN: 138-01-304-007
OWNER: CHILESE FAMILY REVOCABLE
LIVING TRUST & CHILESE JOHN F & BAMBI L
TRS
NOT A PART
APN: 138-01-304-008
OWNER: LUBBE PAULA A &
SHANKS CHARLES
NOT A PART
1
18,647 SF
2
19,143 SF
3
19,072 SF
4
19,727 SF
5
25,167 SF
6
18,435 SF
7
18,466 SF
8
18,466 SF
9
18,548 SF
EX 30' R/W
PER DOC#
0557:0448491
EX 10' R/W
PER DOC#
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PER DOC#
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EX 30' R/W
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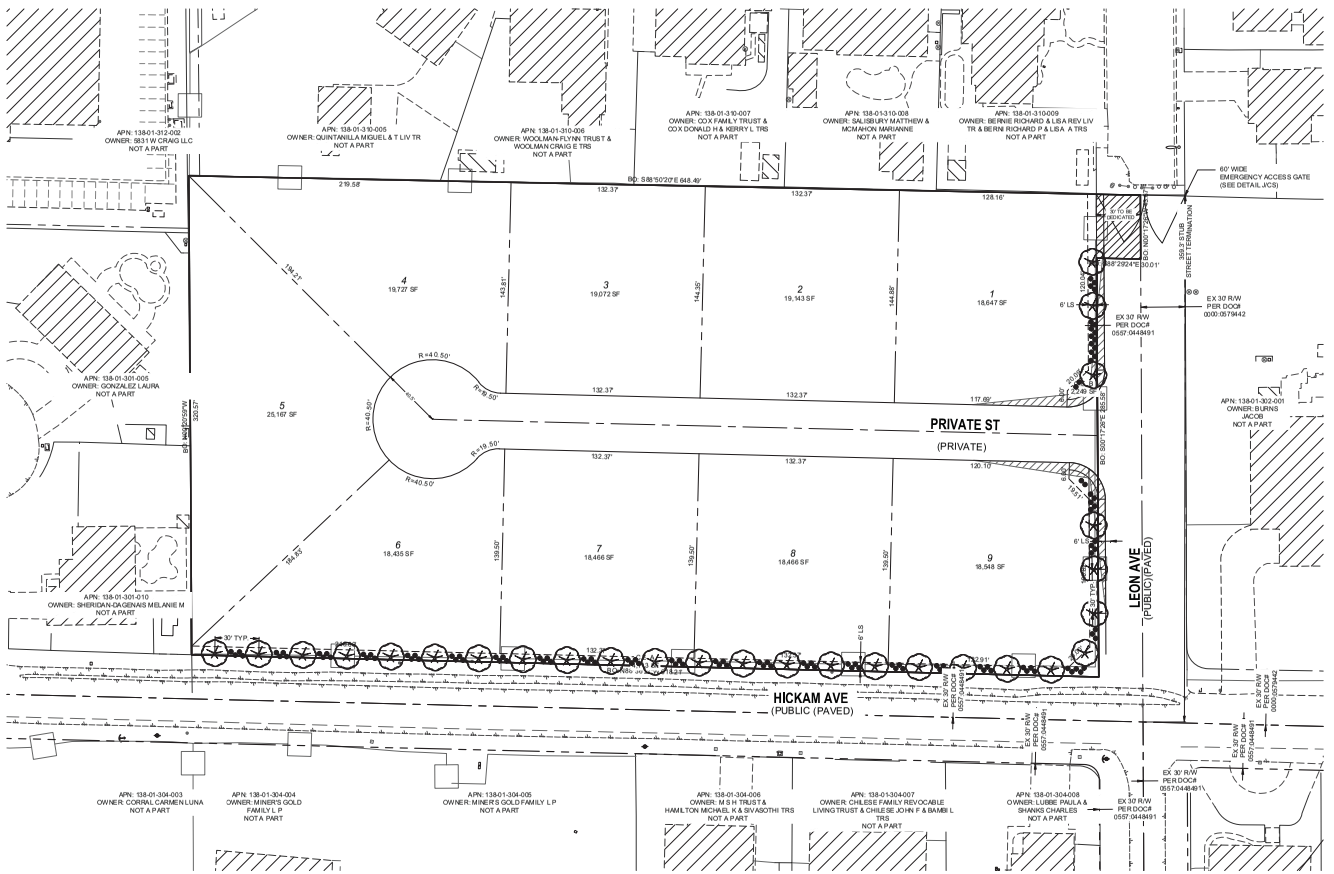
EX 30

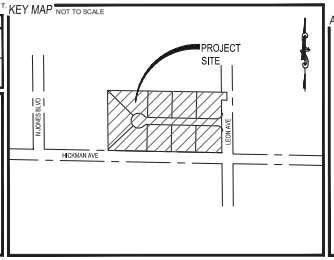


TREE/ PLANT SCHEDULE - SPACING PER LANDSCAPING NOTE, THIS SHEET.

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	PER PLAN	24" Box	PER PLAN	AFRICAN SUMAC OR EQUIVALENT	RHUS LANCEA
	PER PLAN	1-5 Gallon	N/A	CLIFF GOLDENBUSH OR EQUIVALENT	ERICAMERIA CUNEATA

KEY MAP

NOT TO SCALE



PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-01-301-017
PROPOSED USE OF PROPERTY:	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
TOTAL PROPOSED LOTS:	9 LOTS (TYPE) / 2 LOTS (COMMON LOTS)
GROSS ACREAGE:	4.69 ACRES
NET ACREAGE:	4.03 ACRES
PROPOSED DENSITY:	1.92 LOT S/ACRES
DENSITY ALLOWED:	2 LOTS/ACRES
SMALLEST LOT SIZE:	18,435 SF
LARGEST LOT SIZE:	25,167 SF
AVERAGE LOT SIZE:	19,489 SF
MINIMUM LOT SIZE ALLOWED:	18,000 SF
MAXIMUM HEIGHT ALLOWED:	35 FT

WASTEWATER CALCULATIONS

FACILITY TYPE : SINGLE FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD OUT: 9 HOUSES

AVERAGE FLOW = 0.0022 MGD (9 ERUS)
PEAK FLOW = 0.0077 MGD (32 ERUS)
PEAK + WET WEATHER =0.0096 MGD (40 ERUS)

CALCULATIONS:
AVG FLOW = 9 X 90.000 GAL X 1 MG = 0.0022 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0022 X 3.5 = 0.0077 MGD
PEAK + WET WEATHER FLOW = 0.0077 MGD X 1.25 = 0.0096 MGD

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
CNLV	CITY OF NORTH LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
COH	CITY OF HENDERSON	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SWVA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

Call before you Dig
Avoid cutting underground utility lines. it's costly.
CALL 811 OR 1-800-227-2600

CONNECTIVITY

1 LINKS
1 NODES
RATIO: 1/1=1
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	30'	30'
FRONT GARAGE:	30'	30'
INTERIOR SIDE:	10'	10'
CORNER SIDE:	15'	15'
REAR:	5'	5'

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES ,A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30-FT ON CENTER (ON HICKAM) AND 30 FT ON CENTER (ON LEON). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

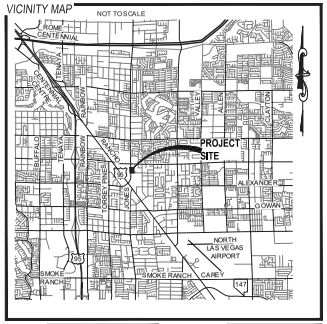
SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGATATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

VICINITY MAP

NOT TO SCALE



OWNER

VEGAS HOMES LLC
19333 COLLINS AVE #1708
SUNNY ISLES BEACH FL 33160-2371
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9675 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89148
(702) 355-1400

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

BASIS OF BEARING

S 88° 58'22" E
THE NORTH LINE OF SOUTH HALF (S 1/2) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS PER R.P. E FILE 11, PAGE 72 & FILE 12, PAGE 69, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS
BENCHMARK ID OLV016SWW6
CITY OF LAS VEGAS RIVET AND ROUND ALUMINUM PLATE IN TOP CURB AT THE NORTHEAST CORNER OF DECATUR BLVD. AND SAN MIGUEL AVE. NEAR THE PT OF DECATUR BLVD.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 20 SOUTH RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY , NEVADA.

LEGEND

	EXISTING	PROPOSED
CONTOUR (1'INTERVAL)		
CONTOUR (5'INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0442
09/27/2021

NO.	DESCRIPTION	BY	SH'TS	APP'R	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
8530 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

HICKMAN & LEON WEST
SINGLE FAMILY RESIDENTIAL
LANDSCAPE PLAN

DATE: 9/20/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: LP
SHEET NUMBER: 01 OF 01
--- ---
CLV 0000000

LAST PLOT: Jason Savin
FILE NAME: I:\TANEY\NV-FS\1PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TITLE_LEON.DWG



21-0442-VAR1 AND 21-0442-TMP1 - APPLICANT/OWNER: VEGAS HOMES, LLC
NORTHWEST CORNER OF HICKAM AVENUE AND LEON AVENUE

08/10/2021



21-0442-VAR1 AND 21-0442-TMP1 - APPLICANT/OWNER: VEGAS HOMES, LLC
NORTHWEST CORNER OF HICKAM AVENUE AND LEON AVENUE

08/10/2021

TANEY ENGINEERING
6030 S. JONES BLVD. LAS VEGAS, NV 89118
PHONE: (702) 362-8844 | FAX: (702) 362-5233
TANEYCORP.COM

September 20, 2021
Job No: BRN-21-003

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: JUSTIFICATION LETTER
HICKAM & LEON WEST

This letter is being submitted in support of the project described above on behalf of our client, Blend Communities, LLC. The applications being submitted include Variances of Development Standards and a Tentative Map.

Project Description

APN(s): 138-01-301-017
The subject site is generally located on the west side of Leon Ave and the north side of Hickam Ave. The site is approximately 4.69 gross acres and is proposed to be developed as Single Family Residential with 9 lots and a density of 1.92 units per acre.

The plans depict a single-family residential development consisting of 9 residential lots on 4.69 acres with a density of 1.92 units per acre. There is a minimum lot area of 18,435 square feet and a maximum net lot area of 25,167 square feet. All proposed lots shall be accessed from the private street with roll curb on both sides of the street. The development will also feature a 6' landscaping strip along Hickam Ave and Leon Ave. The deferral of offsite improvements will be submitted administratively through Public Works, while constructing curb and gutter along Leon Ave. to be consist with what is constructed north of the project to match into existing. A variance of development standards shall be submitted to allow for no gate on a private street where required. An additional variance shall be submitted to terminate Leon Avenue, a public street, with no turn-around areas.

Surrounding Land Use:

	Existing Zone
North	Residence Estates District (R-E)
South	Residence Estates District (R-E)
East	Residence Estates District (R-E)
West	Residence Estates District (R-E)

Variance of Development Standards #1

A request for Variance of Title 19.04.070 to allow no gate on a private street where such is required is being requested. Gating this development would not fit in with the surrounding community since no other gated developments are near the project site. The intent of the design is to match existing developments within the project area.

Variance of Development Standards #2

A request for Variance of Title 19.04.100 to allow for no turn-around area on a public stub street termination where such is required is being requested for Leon Avenue. A 60' emergency access gate with 5' of pedestrian access shall be provided in lieu of the turn-around area. Adding a turn around area at the end of the stub street termination

21-0442
09/27/2021

could disrupt existing drainage pattern. The emergency access gate would allow for undisrupted existing drainage patterns to remain and allow for uninterrupted emergency services.

Sincerely,

Jason Spain, E.I. Designer I

21-0442
09/27/2021

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 08/10/2021 **Application Number** 21-0442-TMP1 **Entity** LV

Company Name Blend Communities, LLC

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 355-1400 **Mobile** **Fax** **Email**

Project Name Leon & Hickam West

Project Description 9 Single Family Lots

APN's 138-01-301-017

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	9	x 0.166=	1	x 0.093 =	1	x 0.131 =	1
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			1		1		1

(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
Parson ES	4100 Thom Blvd	K-5	518	302	3/1/2021
Swainston JHS	3500 W. Gilmore Ave	6-8	1494	1085	3/1/2021
Cheyenne HS	3200 W. Alexander Rd	9-12	2422	1877	3/1/2021

*** CCSD Comments**

☐ Approved ☐ Disapproved

21-0442-TMP1
Vegas Homes, LLC

NWC Hickam Avenue & Leon Avenue

Proposed 9 lot single family subdivision.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DU]	9	9.44	**85**
AM Peak Hour			0.74	**7**
PM Peak Hour			0.99	**9**

Existing traffic on all nearby streets:

Jones Boulevard

Average Daily Traffic (ADT)	18,710
PM Peak Hour	1,497
(heaviest 60 minutes)	

Alexander Road

Average Daily Traffic (ADT)	6,633
PM Peak Hour	531
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Jones Boulevard	41,790
Alexander Road	12,480

This project will add approximately 85 trips per day on Hickam Ave., Leon Ave., Jones Blvd., and Alexander Rd. Currently, Jones is at about 45 percent of capacity and Alexander is at about 53 percent of capacity. With this project, Jones is expected to remain unchanged and Alexander to be at about 54 percent of capacity. Recent counts are not available for Hickam or Leon, but they are believed to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 9 additional cars, or about one every seven minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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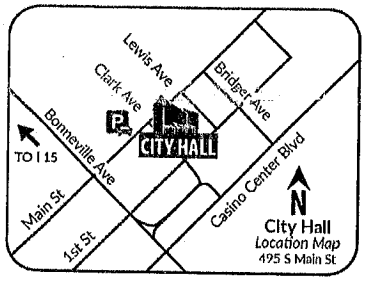

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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office 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.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

City Council Meeting of **11/17/2021**

21-0442
13801304009
HAYGOOD WILLIAM L & SHAENA R
4225 LEON AVE
LAS VEGAS NV 89130-2535

39 HRDFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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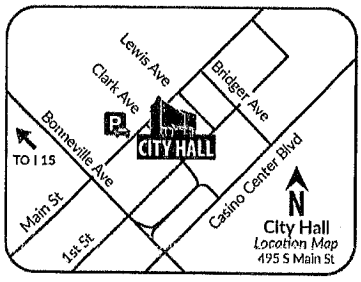

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

City Council Meeting of **11/17/2021**

21-0442
13802815027
SANTOS GIANN ROSEL GERONINO
RIVERA MIGUEL M
4130 RANCHO CROSSING ST
LAS VEGAS NV 89130

39 HRDFNP1 89130

Hickam Avenue City Council Presentation

December 15, 2021

Agenda Item's #32 & #33

Thank you Madam Mayor. Lex Anderson. I'm the Historian for NARA. The development of these two parcels has been on our wish list for a long time, and especially since it's last proposal in 2015.

This meets our two major objectives of having a single story home RNP zoned compatible interior infill... and for Leon to finally be officially vacated with a pedestrian access for residential use.

We want to comment, that Mr. Strawser had been very accessible to us with this agenda, and this is most appreciated.

Also, Stephanie has been a super star for us with this project. With COVID, and administrative hold ups shutting down access to our Parson Elementary School that we've been using for some 26 years, we have been meeting outside, after hours, at the Road Kill Grill since May of 2020 in the heat, the cold, the wind, and under the lights.

Submitted at City Council
Date 12/15/21 Items 32 & 33
By: Lex Anderson

We had 5 neighborhood meetings with this proposal, and a little weather never phased Stephanie from showing up. So, she gets extra points for Rural Preservation perseverance. And we appreciate it.

There are some outstanding Hickam Road Public Works issues that need to be resolved, and they'll be handled accordingly in time.

The City has Alexander and Gowan Road scheduled for RNP upgrades, and Hickam Avenue needs to be part of that process, supported with advocacy from the "**NARA RURAL PRESERVATION NEIGHBORHOOD PLAN**", which you recall is our **UNLV** Study complement to the West Side **HUNDRED PLAN.**

So, with that, we would appreciate it if you unanimously pass these two agenda items.

Thank you Madam Mayor,

Lex Anderson

Lex Anderson

Submitted at City Council
Date 12/15/21 Item 32 + 33
By: Lex Anderson

KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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2021 NOV 16 P 5:12

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 16, 2021

Via Fax: (702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: ***Request for 2 week hold.***
November 17, 2021, Las Vegas City Council Hearing, Items 52-53
Blend Communities, LLC - West (21-0442-VAR1-TMP1) and
East (21-0443-VAR1-TMP1)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **November 17, 2021** until the City of Las Vegas Planning Commission hearing of **December 1, 2021** to allow more time to work on conditions with the City.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Peter Lowenstein (*via email*)
Lucien Paet (*via email*)
Kelly Woods (*via email*)

Submitted after final agenda
Date 11/16/2021 Item 52a-52c and 53a-53b

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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I've checked several times as of this AM this meeting is NOT on your Website 11-8-2021

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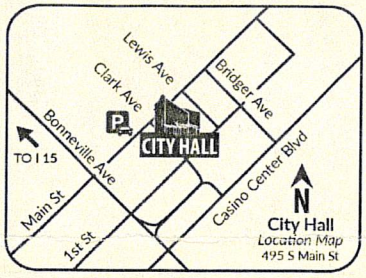

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

City Council Meeting of **11/17/2021**

21-0442
13801410156
WILLIAMS FAMILY TRUST
5845 OLIVINE FALLS AVE
LAS VEGAS NV 89130

39 HRDFNP1 89130

Submitted after final agenda
Date 11/10/2021 Item 52a-52c

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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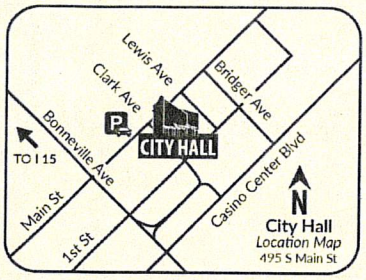

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

City Council Meeting of **11/17/2021**

21-0442
13801310017
OLEXSY LEONARD THOMAS
4301 LEON AVE
LAS VEGAS NV 89130

Submitted after final agenda

Date 11/15/2021 Item 52a - 52c

39 HRDFNP1 89130

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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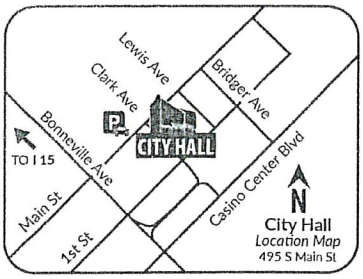

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

Planning Commission Meeting of **10/12/2021**

21-0442
13801402001
HAYGOOD ROBERT F & CAROLINE E
7221 N JONES BLVD
LAS VEGAS NV 89131

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City of Las Vegas
Department of Planning

35 HRDFNP1 89131

Submitted after final agenda
Date 11/12/2021 Item 52a - 52c

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

LAS VEGAS NV 890

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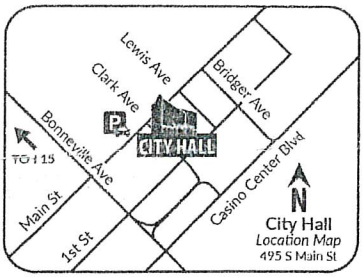

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

Planning Commission Meeting of **10/12/2021**

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NOV - 8 2021

City of Las Vegas
Department of Planning

21-0442
13801304009
HAYGOOD WILLIAM L & SHAENA R
4225 LEON AVE
LAS VEGAS NV 89130-2535

39 HRDFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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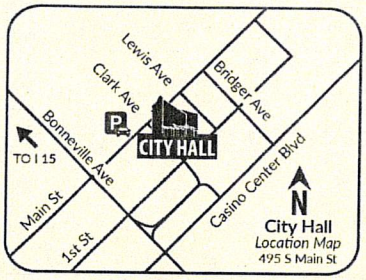

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1

City Council Meeting of **11/17/2021**

21-0442
13801310009
BERNI RICHARD & LISA REV LIV TR
BERNI RICHARD P & LISA A TRS
5701 PATRICIA AVE
LAS VEGAS NV 89130-2526

Submitted after final agenda

Date 11/15/2021 Item 52a - 52c

39 HRDFNP1 89130

KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

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LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 30, 2021

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: ***Request for 2 week hold.***
December 1, 2021, Las Vegas City Council Hearing, Items 44-45
Blend Communities, LLC - West (21-0442-VAR1-2 and TMP1) and East (21-0443-VAR1 and TMP1)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **December 1, 2021** until the City of Las Vegas Planning Commission hearing of **December 15, 2021** to allow more time to work on conditions with the City.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

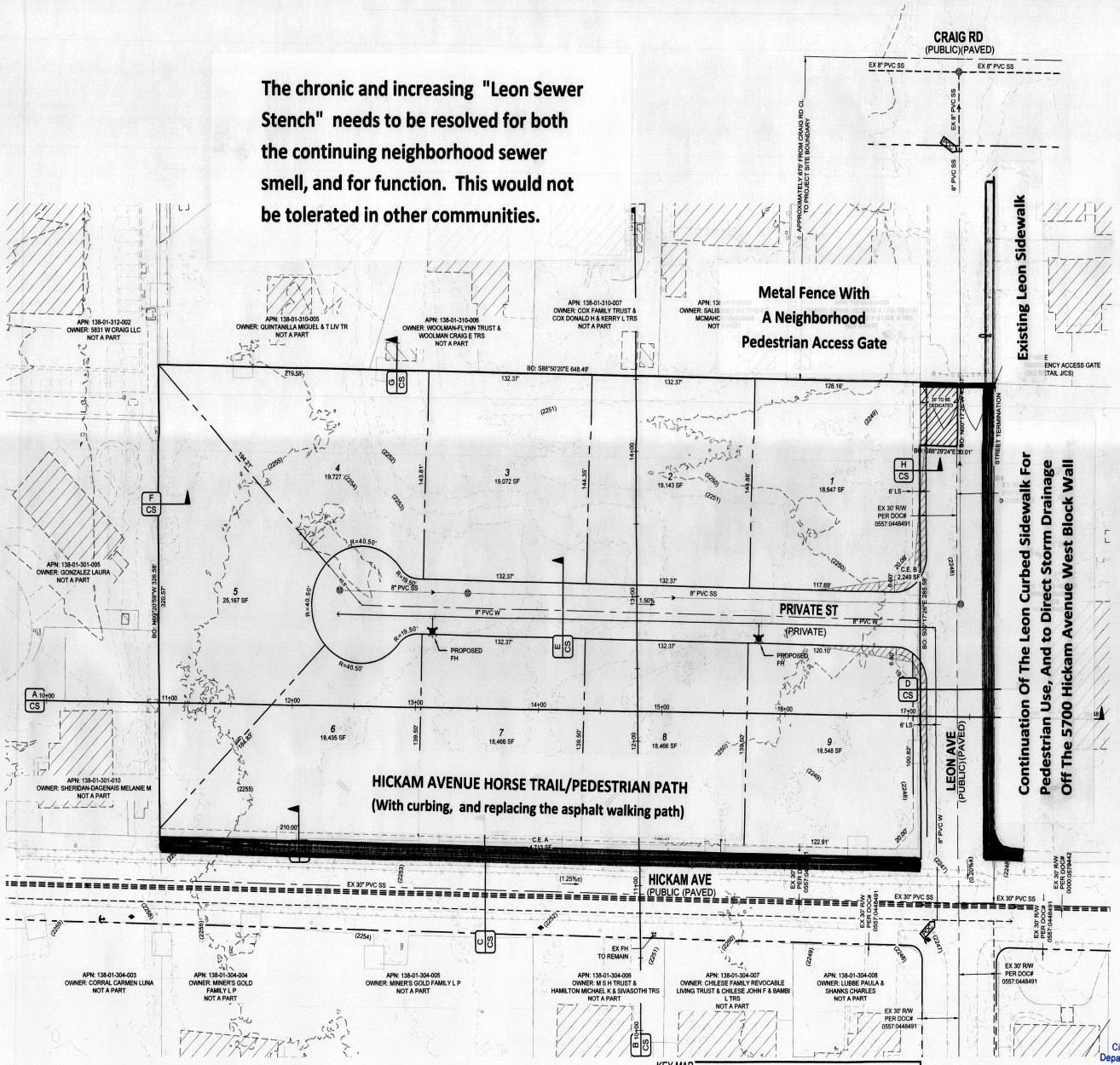
Stephanie H. Allen

SHA/adb
cc: Peter Lowenstein (*via email*)
Lucien Paet (*via email*)
Kelly Woods (*via email*)

Submitted after final agenda
Date 11/30/2021 Item 44a-44c 45a-45b

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

The chronic and increasing "Leon Sewer Stench" needs to be resolved for both the continuing neighborhood sewer smell, and for function. This would not be tolerated in other communities.



UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811 OR 1-800-227-2600

CONNECTIVITY

1 LINKS
1 NODES
RATIO: 1/1=1
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	30'	30'
FRONT GARAGE:	30'	30'
INTERIOR SIDE:	10'	10'
CORNER SIDE:	15'	15'
REAR:	5'	5'

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30-FT ON CENTER (ON HICKAM) AND 30 FT ON CENTER (ON LEON). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

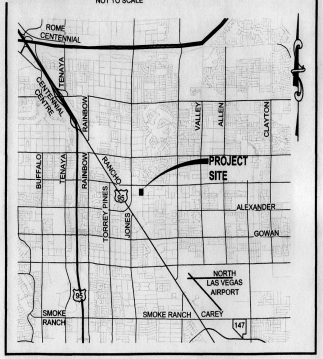
SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGATATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE. CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

VICINITY MAP

NOT TO SCALE



OWNER

VEGAS HOMES LLC
19333 COLLINS AVE #1708
SUNNY ISLES BEACH FL 33160-2371
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9875 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89149
(702) 355-1400

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

BASIS OF BEARING

S.88° 58'22" E
THE NORTH LINE OF SOUTH HALF (S ½) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS PER R.P.E FILE 11, PAGE 72 & FILE 12, PAGE 69, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS
BENCHMARK IS CLV0165MW6
CITY OF LAS VEGAS RIVET AND ROUND ALUMINUM PLATE IN TOP CURB AT THE NORTHEAST CORNER OF DECATUR BLVD. AND SAN MIGUEL AVE. NEAR THE PT OF DECATUR BLVD.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1, TOWNSHIP 20 SOUTH RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY , NEVADA.

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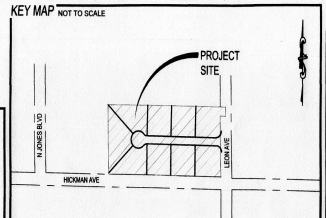
City of Las Vegas
Department of Planning

KEY MAP

NOT TO SCALE



SCALE: 1" = 40'
40' 20' 40' 80' 120'

WASTEWATER CALCULATIONS

FACILITY TYPE: SINGLE FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD OUT: 9 HOUSES

AVERAGE FLOW = 0.0022 MGD (9 ERUS)
PEAK FLOW = 0.0077 MGD (32 ERUS)
PEAK + WET WEATHER = 0.0096 MGD (40 ERUS)

CALCULATIONS:
AVG FLOW = 9 X 90.000 GAL X 1 MG = 0.0022 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0022 X 3.5 = 0.0077 MGD
PEAK + WET WEATHER FLOW = 0.0077 MGD X 1.25 = 0.0096 MGD

PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-01-301-017
PROPOSED USE OF PROPERTY:	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
TOTAL PROPOSED LOTS:	9 LOTS (TYPE) / 2 LOTS (COMMON LOTS)
GROSS ACREAGE:	4.69 ACRES
NET ACREAGE:	4.03 ACRES
PROPOSED DENSITY:	1.92 LOTS/ACRES
DENSITY ALLOWED:	2 LOTS/ACRES
SMALLEST LOT SIZE:	18,435 SF
LARGEST LOT SIZE:	25,167 SF
AVERAGE LOT SIZE:	19,489 SF
MINIMUM LOT SIZE ALLOWED:	18,000 SF
MAXIMUM HEIGHT ALLOWED:	35 FT

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
CNLV	CITY OF NORTH LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
COH	CITY OF HENDERSON	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	ST/LT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE		
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

NO.	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
6030 E. CHARLESTON BLVD
LAS VEGAS, NV 89116
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

HICKMAN & LEON WEST
SINGLE FAMILY RESIDENTIAL
TENTATIVE MAP

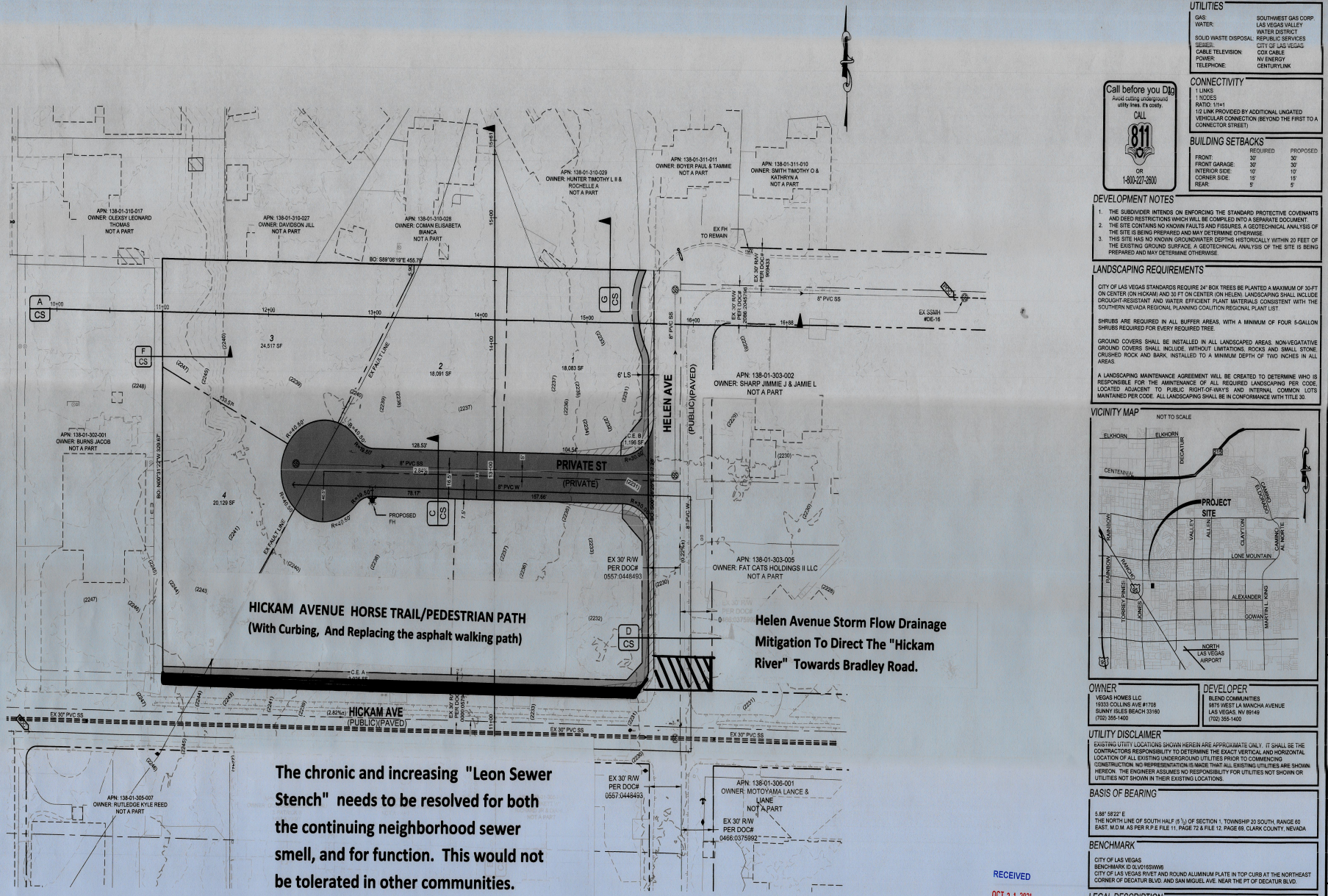
PROFESSIONAL ENGINEER STATE OF NEVADA
ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No 15728

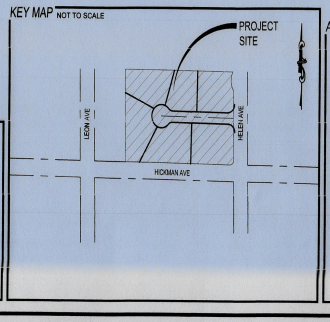
DATE: 10/5/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: TM
SHEET NUMBER: 01 OF 01

CLV 0000000

City Council - Page 704

LAST PLOT: Jesse Sapp
FILE NAME: I:\TANEY\WP-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES 1 LLC\BND-21-003 - HICKMAN & LEON\ENG\1 ENTITLEMENTS\SWOT\M_LEON.DWG





SCALE: 1" = 50'
50' 25' 50' 100' 150'

WASTEWATER CALCULATIONS

FACILITY TYPE: RESIDENTIAL SUBDIVISION
TOTAL UNITS AT BUILD OUT: 6 HOUSES

AVERAGE FLOW = 0.0015 MGD (6 ERUS)
PEAK FLOW = 0.0053 MGD (21 ERUS)
PEAK + WET WEATHER = 0.0066 MGD (26 ERUS)

CALCULATIONS:
AVG FLOW = 6 X 90.000 GAL X 1 MG = 0.0015 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0015 X 3.5 = 0.0053 MGD
PEAK + WET WEATHER FLOW = 0.0053 MGD X 1.25 = 0.0066 MGD

PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-01-302-002, 003, & 004
PROPOSED USE OF PROPERTY:	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
TOTAL PROPOSED LOTS:	6 LOTS (TYPE) / 0 LOTS (COMMON LOTS)
GROSS ACREAGE:	3.47 ACRES
NET ACREAGE:	2.98 ACRES
DENSITY (BASED ON GROSS ACREAGE):	1 UNIT/ LOT
DENSITY ALLOWED:	1 UNIT/LOT
SMALLEST LOT SIZE:	18,323 SF
LARGEST LOT SIZE:	26,660 SF
AVERAGE LOT SIZE:	21,705 SF
MINIMUM LOT SIZE ALLOWED:	18,000 SF
MAXIMUM HEIGHT ALLOWED:	35 FT

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
CNLV	CITY OF NORTH LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
COH	CITY OF HENDERSON	R/W	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811 OR 1-800-227-2600

CONNECTIVITY

1 LINKS
1 NODES
RATIO: 1/1=1
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	30'	30'
FRONT GARAGE:	30'	30'
INTERIOR SIDE:	10'	10'
CORNER SIDE:	15'	15'
REAR:	5'	5'

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30-FT ON CENTER (ON HICKAM) AND 30 FT ON CENTER (ON HELEN). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGATATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE. CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAY'S AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

VICINITY MAP

NOT TO SCALE

OWNER

VEGAS HOMES LLC
19333 COLLINS AVE #1708
SUNNY ISLES BEACH 33160
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9875 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89149
(702) 355-1400

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

BASIS OF BEARING

S 86° 58'22" E
THE NORTH LINE OF SOUTH HALF (S ½) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS PER R.P.E FILE 11, PAGE 72 & FILE 12, PAGE 69, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS
BENCHMARK ID (LVC016SVW8
CITY OF LAS VEGAS RIVET AND ROUND ALUMINUM PLATE IN TOP CURB AT THE NORTHEAST CORNER OF DECATUR BLVD. AND SAN MIGUEL AVE. NEAR THE PT OF DECATUR BLVD.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 1, TOWNSHIP 20 SOUTH RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY , NEVADA.

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE		
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATERLINE		
STREETLIGHT		

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REVISIONS

NO.	DESCRIPTION	BY	SHTS.	APPR.	DATE

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
8530 S. LAKES BOULEVARD
LAS VEGAS, NEVADA 89178
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 15728
STATE OF NEVADA
PROFESSIONAL ENGINEER

DATE: 8/24/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: TM
SHEET NUMBER: 01 OF 01
CLV 0000000

City Council - Page 705

LAST PLOT: Jason Spain
FILE NAME: \\TANEYNAS-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES\ LLC\BND-21-003 - HICKAM & LEON\CI\1 ENTITLEMENTS\DWG\TM_HELEN.DWG

City Of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

October 21, 2021

To: Mr. Alex Strawser, AICP/Planning Case Manager
Ms. Stephanie H. Allen, Esq./Kaempfer Crowell
Mr. Oh-Sang Kwon, P.E., CFM/Public Works

From: Lex Anderson/NARA Historian

Ref: NARA Hickam/Helen Nevada Homes Agenda

Last Tuesday, October 19, 2021, NARA had our monthly scheduled neighborhood association meeting. Stephanie Allen, representing Nevada Homes, had planned on being at the meeting. It conflicted with other obligations and it is now rescheduled for a neighborhood meeting November 11th.

Attached is a copy of the Hickam/Helen tentative map with NARA annotations for specific issues going into the City Council meeting on November 17th. It is being sent to Nevada Homes, Planning Case Management, and Public Works, so that everyone understands NARA's positions. Please consider the following;

- The housing development for both the 9 home parcel and 6 home parcel is fine. Within zoning, single family. And the block wall will be within required/normal building standards.
- The metal gate, with a neighborhood pedestrian access, vacating (finally) Leon Avenue rather than a solid block wall is fine. The gate probably works out better for storm drainage. NARA wants to be included in on the specific gate style and appearance. The Rancho San Miguel gate on Thom Blvd., across from Parson Elementary would be a good example to build on.
- The City needs to resolve ownership of that "small square" on Leon at the west end of the gate before the final map is made. Otherwise, it's a loose end, like that small .15 acre piece at corner of Alexander & Rancho that D.R. Horton failed to resolve, and continues to collect trash for a major intersection eyesore.

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- The east side Leon Avenue curbed sidewalk, north of the proposed gate, needs to be extended all the way to Hickam Avenue. This makes sense. It's the perfect location for the neighborhood pedestrian access/gate. Equally as important, the curbed sidewalk will direct storm drainage from the neighborhood to the north through to Hickam, and it will provide a buffer to keep water from impacting the 5700 Hickam Avenue block wall. This should be a "no brainer".
- The asphalt walking path needs to be replaced with a crushed granite curbed horse trail/walking path, similar to the one on Leon from Alexander to Dimick, and the Alexander Road north side horse trail/ pedestrian path to be constructed with the pending major storm drainage program. This is justified both historically and with the error(s) associated with its construction February 24, 2020. Refer to the documentation sent to Mr. Strawser on October 18, 2021. This is a/the non negotiable, intractable, NARA cornerstone Rural Preservation issue for supporting this agenda. Again, refer to the documentation sent to Planning on this issue.
- There needs to be some kind of a functional mitigation on Helen at Hickam to divert "Hickam River" storm drainage directly east on Hickam and away from flowing into the short Doc Holiday neighborhood. Over the past several years, with "progress", the Hickam River storm impact on Doc Holiday with flooding private property has gotten worse, and the new 6 home development will direct all of its run off directly on to Helen and Doc Holiday. With the construction of this 6 home development, this is the time to do something positive with this situation.
- The ongoing and increasing "Hickam Sewer Stench" needs to be resolved. No other community would have tolerated this situation, and it would have been resolved long ago with advocacy.

A neighborhood meeting with Stephanie Allen is scheduled for November 11. NARA is requesting an **engineer from Public Works** to attend this meeting for specific issue understanding and input, and City of Las Vegas commitment on activities related to Public Works responsibility and authority:

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- What are the options for the Leon road construction from the vacate gate to Hickam to mitigate storm drainage impact on the 5700 Hickam west block wall in regards to height, crowning, "gutter"...etc?
- What are the options for some creative intervention on Hickam to help direct "Hickam River" drainage away from Helen and Doc Holiday, for a more direct east flow towards Bradley Road.
- In regards to the 30" Hickam sewer line, where does the sewer come from..."up stream"? Where does it start? Who is feeding into it? Are there additional up stream residential tie ins planned or authorized for this sewer line?
- Would the addition of the new 15 homes on Hickam making a tie in with the Hickam sewer line make that much of a difference with the present problematic 30" sewer drainage issue?
- Specifically, exactly, what is causing the "Hickam Sewer Stench"? Is it "overload"? Is it a drainage issue at Bradley? As suggested by a neighbor, is it an issue with it being too fast of a flow and not allowing peripheral lines to drain into it, and with that they are backing up?
- What does Public Works plan to do about this ongoing, Hickam Avenue neighborhood chronic, sewer problem that is only getting worse? And when do they plan to initiate an action?
- There is the option of the two new parcels bypassing the Hickam sewer line and diverting north on Leon to Craig Road, and east on Doc Holiday to Craig Road. If this happens, the immediate neighborhood resident homes that are on septic tanks will be obligated to tie into the new sewer line if their septic tank "fails". (1) What defines "failure". (2) Why should these residents tie into a sewer line that was put in because the City sewer line "failed" and wasn't corrected/updated/"fixed". It's as if the residents will be paying for the Cities problem and failure to resolve it. Residents expressed that it would seem justifiable for specific addresses to have a waiver and be able to keep their septic system if they chose to.
- Will the City support the extension of the Leon sidewalk all the way to Hickam for the reasons stated? Again, this seems totally logical.

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The annotations on the tentative map copies should be helpful with identifying issues to be addressed at the November 11th NARA neighborhood meeting.

The Hickam/Helen development agenda provides an opportunity to address historic and ongoing problematic issues directly related to these parcels, and with resolutions that will complement and enhance the neighborhood rural preservation identity and integrity.

Lex Anderson/NARA Historian

E-mail: lexmar3709@cox.net
Phone: (702) 645-7983

Atch: 2 annotated Hickam/Helen tentative maps
October 18 content to Mr. Strawser
Photo of the Leon sidewalk

Note: I will be back in the DC area between October 26 & November 9. NARA President, Rick Berni can be reached at - Phone: (702) 338-4559 & E-mail: rberni@cox.net. My cell phone will be: (702) 371-9650.

Parson

Legend

Signals
Flasher
Outside City Limits
Crossings
Bike Lane
Route
25 MPH Zone
15 MPH Zone
Campus
Outside City Limits
Outside Zoned Boundary

DISCLAIMER.
THIS INFORMATIION IS PROVIDED FOR INFORMATIONAL PUROSES ONLY.
THIS MAP IS PROVIDED TO ASSIST PARENTS, GUARDIANS AND STUDENTS IN THE SELECTION OF A WALKING/BICYCLING ROUTE TO AND FROM SCHOOL.
THE LOCATION OF TRAFFIC CONTROL DEVICES AND ROADWAY CONDITIONS WILL CHANGE SO PARENTS AND GUARDIANS MUST CONTINUALLY REVIEW THE ROUTE WITH THEIR CHILDREN.
NOTHING HEREIN IS WARRANTED BY THE CITY OF LAS VEGAS AND NO LIABILITY IS ASSUMED BY THE CITY OF LAS VEGAS OR THE CLARK COUNTY SCHOOL DISTRICT FOR THE INFORMATION PROVIDED INCLUDING BUT NOT LIMITED TO THE ACCURACY OF THE DATA SHOWN HEREIN.
SUGGESTED ROUTE TO SCHOOL
6/26/18



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City of Las Vegas
NARA
NORTHWEST AREA RESIDENTS ASSOCIATION
A Rural Preservation Overlay District
Established March 30, 1995

October 18, 2021

To: Mr. Alex Strawser, AICP/Case Planner
From: Rick Berni/NARA President
Ref: Hickam/Helen Agenda With A Condition For A Hickam Avenue Amenity Horse Trail/Walking Path To Replace The Asphalt Path.

November 17, 2021 the City Council will hear the Nevada Homes agenda for their Hickam/Leon nine home and Hickam/Helen six home proposal.

There needs to be a condition that the amenity area on Hickam Avenue will replace the February 24. 2020 asphalt path with a horse trail/walking path. The attached, "**NARA Hickam Avenue - Asphalt Path History**" provides comprehensive content supporting this request. The last section, copied below, summarizes the documentation justifying agenda condition.

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Hickam/Helen Development

An asphalt pedestrian path is not a horse trail. But a horse trail can and does qualify for both a horse trail and a pedestrian path. The Founders Academy amenity area is a stellar example of this intervention. The pending Alexander Road project will also be using the RNP standard crushed granite walking path on the south side of the street and a horse trail/walking path on the north side.

The February 24, 2020 asphalt path eliminated the original NARA historic road shoulder identified horse trail and walking path. The south side of Hickam from Jones to Bradley is tight between the street and private property and with that it makes it difficult to install a horse trail on the south side of the street. A formal or informal horse trail/pedestrian path is a standard for Rural Preservation identity. The Hickam/ Helen housing

projects are an opportunity to do the right thing with their Hickam Avenue amenity area. Replacing the asphalt path error with a curbed formal horse trail/walking path would meet the standard for both criteria, and direct the "Hickam River" storm flow drainage from Jones off private property.

This condition request is fundamental for NARA's support of the Nevada Homes development. With the Hickam horse trail/walking path amenity area completed, NARA can request the City of Las Vegas to finish the remaining two sections under the endorsement of our UNLV/NARA interlocal "NARA RURAL PRESERVATION NEIGHBORHOOD PLAN" study.

Thank you,

Rick Berni/NARA President
E-mail: rberni@cox.net

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

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NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

NARA Hickam Avenue - Asphalt Path History

Except for an increase with traffic in recent years, until February 24, 2020, Hickam Avenue, from Jones Blvd. east to Bradley was an archetypal NARA Rural Preservation 60' wide minor/residential street with gravel road shoulders and no street lights. The gravel road shoulders had been used as both horse trails and suburban/rural pedestrian walking paths for decades within this northwest corner of the Northwest Area Residents Association Overlay District community, officially organized as a neighborhood association March 30, 1995.

NARA is a defined Title #19.10.180 Rural Preservation community, an Overlay District by Title #19.10.010 ordinance, and recognized by the City of Las Vegas with a special UNLV/NARA interlocal agreement grant sponsorship academic study in support of sustaining Rural Preservation as a residential lifestyle. At the May 9, 2017. D.R. Horton Planning Commission meeting, there was both a clear lack of Rural Preservation identity and character understanding by the commissioners, and an absence of any NARA political representation for RNP advocacy. With that, an official NARA horse trail map was drawn up identifying and defining the historic established horse trails/walking paths for future documentation and reference. (copy attached)

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Background Prior to February 24, 2020

April 23, 2018, at 2:30 PM, Jennifer Lazovich, one of Kaempfer Crowell's land use attorneys who we knew well from previous agendas, called NARA Historian Lex Anderson on the phone verifying that in fact a high density development was pending for the Rancho/Jones/Craig triangle. Jennifer knew well from previous conversations

that when the time came for this parcel to be developed there would be an over-whelming NARA opposition for any new development ingress/egress on Jones Blvd. that would direct traffic directly across the street to Hickam Avenue. It would be the "issue to die for". ROI had requested two development accesses on Jones with one directly across from Hickam. Ms. Lazovich called to assure us that she was already on it and in conversations with the developer to insure that this would not happen and this new development access on Jones would have to find another location.

The result was the change to only one Beazer Homes ingress/egress further south towards Rancho Road and across from the D.R. Horton Jones entrance, and Jennifer gets the credit for this. With a DOT agreement, there would also be an access on Rancho Road that would help to redirect traffic off of Jones and the avoid the inclination of drivers to use Hickam Avenue as a short cut to avoid the Jones/Craig Road intersection and stop light for a right turn on to Craig Road. As a major north/south arterial to the developing northwest part of the valley, Jones traffic volume was increasing every year, and this would continue with the pending large housing projects farther north. Vehicles or pedestrians crossing Jones from the new development between Craig and Rancho was not a good idea by any definition.

There was no need for a pedestrian crossing . Pedestrians would safely cross Jones at Craig Road for commercial access, and at the Jones/Rancho intersection. Children walking to Claude & Stella Parson Elementary School would use Alexander Road. This made sense. Alexander Road was already a "School Zone" with both Parson Elementary School and the new Founders Classical Academy. Children would be walking in groups for safety. There was the flashing yellow caution light at Alexander and Leon, School Zone signs, and a crossing guard at Alexander and Thom. There was a sidewalk between Bradley and Thom that was part of the Willowdale Park and Rancho San Miguel HOA developments from years past. Alexander at Bradley was a wide open intersection and good visibility. Additionally, Alexander Road was pending a major street narrowing and modification to mitigate excessive speeding, with a curbed walking path on the south side and a curbed horse trail/pedestrian path on the north side for an enhanced RNP profile. The curbing would also help direct peak storm runoff from the horse trail, walking path and residential property.

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With the Beazer "Rancho Crossing" development and its Jones Road access farther to the south towards Rancho Road, Hickam Avenue was not a consideration for children.

walking to school . It made no sense, with sidewalk already established all the way to Leon Avenue, the Alexander Road pedestrian amenities and intrinsic safety factors in place, and a City of Las Vegas commitment to replace the Leon to Bradley RNP road shoulder with a horse trail/pedestrian walking path. The walking distance was about the same. Children already living east of Jones in their RNP neighborhood would be using Hickam, Dimick, Broderick and the other road shoulder streets as they had been doing for decades, and as part of the community lifestyle and character.

Beazer Planning Commission & City Council Meetings

During the August 14, 2018 Planning Commission meeting and September 5, 2018 City Council meeting there were no discussions about Beazer school children walking to Parson Elementary School down Hickam Avenue. The agenda housing development discussion almost took second place with the focus of a commitment to retain NARA Rural Preservation integrity and identity. The CCSD School Development Tracking Form estimated 35 children might be coming from the Beazer project. This is the same estimate given to the D.R. Horton project. At this time most of the D.R. Horton homes were sold and all of the children in this HOA who walked to Parson School used Alexander Road. And there are no students from the Beazer/Rancho Crossing development using Hickam Avenue as a school route.

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The Asphalt Path

February 24, 2020, residents along Hickam Avenue, and on Bradley Avenue, noted construction going on. Survey stakes and street markings had been placed on Hickam all the way to Bradley, and north on the west side of Bradley to San Miguel Avenue. A water truck driver advised a resident that an asphalt sidewalk was going in for the school kids! The road shoulder horse trail/walking path was graded off, and the asphalt sidewalk was completed in a day. NARA residents wanted answers to why this abrupt unnecessary change came about, and who authorized it

NARA followed up with our Alexander and Gowan Road City of Las Vegas Traffic Engineering contact Gena Kendall. She advised us that, "The residential subdivision on the west side of Jones (Beazer) is required to install an asphalt path, (not a concrete sidewalk), on the south side of Hickam and on the west side of Thom to provide a save route to school from their (Beazer) neighborhood. The asphalt path is in the rural standard, intended to maintain the integrity of the rural neighborhood but discourage children from walking in the street." This description is consistent with the pending Alexander Road improvements, with a horse trail on the north side and a walking path on the south side. Furthermore Ms. Kendall advised, "These standards were recently put in place as a compromise to Clark County and City of Las Vegas wanting to require full curb, gutter and sidewalk (complete street standards) to convey storm flows to reduce erosion and cleanup repair expense. **These standards require concrete swales, an asphalt path on one side, and an equestrian path on the other.**" Furthermore, "When the contractor was getting ready to install the asphalt path on the south side, they realized it would require them to remove some privately owned mail boxes, guide wires and other items in the public right of way. A decision was made in the field to the north side instead". Additionally we learned that a flashing yellow pedestrian light was to be installed at Hickam and Jones for a school crossing.

February 27, 2020, a comprehensive letter with a copy of the NARA historic horse trail map was sent to Senior Planner Steve Swanton for input. We have no documentation of a response.

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First Leon River Storm Impact

Two weeks later, the night of March 12-13, 2020, NARA had its first local rain storm since he construction. It left a mess with gravel over much of the asphalt path, and without a curb or swale it carved the beginnings of undercutting the asphalt path. It was clear that a couple more storms like this could wash out parts of the asphalt path. Photos were taken. Some of the neighbors came out with barn brooms and tried to sweep off the heavy gravel debris, but most of it was caked on to the asphalt. The city was called out and it was cleaned up all the way to Bradley Road.

- Founders Classical Academy, one block south at Leon and Alexander did the right thing. With Leon Avenue identified as an RNP minor street, the formal horse trail serves both purposes, right next to a new school.
- The Beazer "Rancho Crossing" development is almost sold out. In fact, no children from this project use Hickam as a route to Parson Elementary school.
- The City of Las Vegas map identifying routs for children walking to Parson School includes Hickam Avenue as just one of the streets. (map attached) It also identifies other NARA streets that only have RNP road shoulders as primary walking routs. With this, clearly there is some consideration for a RNP road shoulder vs. an asphalt walking path based on a needs assessment.

Hickam/Helen Development

An asphalt pedestrian path is not a horse trail. But a horse trail can and does qualify for both a horse trail and a pedestrian path. The Founders Academy amenity area is a stellar example of this intervention. The pending Alexander Road project will also be using the RNP standard crushed granite walking path on the south side of the street and a horse trail/walking path on the north side.

The February 24, 2020 asphalt path eliminated the original NARA historic road shoulder identified horse trail and walking path. The south side of Hickam from Jones to Bradley is tight between the street and private property and with that it makes it difficult to install a horse trail on the south side of the street. A formal or informal horse trail/pedestrian path is a standard for Rural Preservation identity. The Hickam/ Helen housing projects are an opportunity to do the right thing with their Hickam Avenue amenity area. Replacing the asphalt path error with a curbed formal horse trail/walking path would meet the standard for both criteria, and direct the "Hickam River" storm flow drainage from Jones off private property.

(Lex Anderson/NARA Historian)

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Department of Planning

Mr. Strawser,

Attached is a historical and comprehensive write up supporting an agenda justification and approval condition for a north side of Hickam Avenue curbed horse trail/ walking path. This is the short point by point version:

- The seminal issue with the 169 home Beazer development in the Craig/Rancho/ Jones triangle agenda was the elimination of any project access across the street from Hickam Avenue to mitigate additional traffic into the established RMP neighborhood.
- With the single Beazer development ingress/egress south near Rancho Road, school children would be using Alexander Road to walk to Parson School for all the reasons listed in the comprehensive content, not on Hickam Avenue.
- At the agenda Planning and City Council meeting there was no mention or reason given for Hickam Avenue to be used as a Beazer development route for school children walking to Parson Elementary School.
- The decision to put an asphalt walking path on Hickam was made based only on a standard operating procedure "protocol," and without any discussion of on site and Alexander Road Planning Commission and City Council considerations.
- The decision to switch the asphalt path from the south side of Hickam to the north side was made in the field to meet contractor convenience.
- The new asphalt walking path replaced the documented/historic Hickam Avenue north road shoulder RNP horse trail for a walking path only.
- The asphalt walking path was installed without a curb, and with it sustained initial undercutting with just the first "Hickam River" local storm.
- Without a curb on the north side of the Hickam Avenue walking path, the "Hickam River" over flows the path leaving major clean up after storms, and fails to meet the objective to "convey storm flows to reduce erosion and cleanup repair expense".
- A curbed north road shoulder RNP horse trail is needed to direct the peak flow and high volume "Hickam River" to Bradley Road, and off private property.
- An asphalt walking path is not an RNP horse trail, but a horse trail can also additionally qualify as an RNP pedestrian walking path, as it does with the Founders Academy Leon Avenue amenity area.
- The Beazer/Rancho Crossing development is 85% completed. No children from this project walk to Parson School on Hickam Avenue.

(Lex Anderson/NARA Historian)

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There needs to be a Hickam agenda condition to:

- Continue the Leon east sidewalk and curb through to Hickam Avenue for a neighborhood pedestrian access.
- Use the Leon east sidewalk extension curb to stop storm drainage flow from impacting the 5700 Hickam Avenue residential west block wall.



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- At the agenda Planning and City Council meeting there was no mention or reason given for Hickam Avenue to be used as a Beazer development route for school children walking to Parson Elementary School.
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- The Beazer/Rancho Crossing development is 85% completed. No children from this project walk to Parson School on Hickam Avenue.

(Lex Anderson/NARA Historian)

Rich is out of
town - We'll
begin this when
he gets back

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

October 18, 2021

To: Mr. Alex Strawser, AICP/Case Planner

From: Rick Berni/NARA President

Ref: Hickam/Helen Agenda With A Condition For A Hickam Avenue Amenity Horse Trail/Walking Path To Replace The Asphalt Path.

November 17, 2021 the City Council will hear the Nevada Homes agenda for their Hickam/Leon nine home and Hickam/Helen six home proposal.

There needs to be a condition that the amenity area on Hickam Avenue will replace the February 24. 2020 asphalt path with a horse trail/walking path. The attached, "**NARA Hickam Avenue - Asphalt Path History**" provides comprehensive content supporting this request. The last section, copied below, summarizes the documentation justifying agenda condition.

Hickam/Helen Development

An asphalt pedestrian path is not a horse trail. But a horse trail can and does qualify for both a horse trail and a pedestrian path. The Founders Academy amenity area is a stellar example of this intervention. The pending Alexander Road project will also be using the RNP standard crushed granite walking path on the south side of the street and a horse trail/walking path on the north side.

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projects are an opportunity to do the right thing with their Hickam Avenue amenity area. Replacing the asphalt path error with a curbed formal horse trail/walking path would meet the standard for both criteria, and direct the "Hickam River" storm flow drainage from Jones off private property.

This condition request is fundamental for NARA's support of the Nevada Homes development. With the Hickam horse trail/walking path amenity area completed, NARA can request the City of Las Vegas to finish the remaining two sections under the endorsement of our UNLV/NARA interlocal "NARA RURAL PRESERVATION NEIGHBORHOOD PLAN" study.

Thank you,

Rick Berni/NARA President
E-mail: rberni@cox.net

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

NARA Hickam Avenue - Asphalt Path History

Except for an increase with traffic in recent years, until February 24, 2020, Hickam Avenue, from Jones Blvd. east to Bradley was an archetypal NARA Rural Preservation 60' wide minor/residential street with gravel road shoulders and no street lights. The gravel road shoulders had been used as both horse trails and suburban/rural pedestrian walking paths for decades within this northwest corner of the Northwest Area Residents Association Overlay District community, officially organized as a neighborhood association March 30, 1995.

NARA is a defined Title #19.10.180 Rural Preservation community, an Overlay District by Title #19.10.010 ordinance, and recognized by the City of Las Vegas with a special UNLV/NARA interlocal agreement grant sponsorship academic study in support of sustaining Rural Preservation as a residential lifestyle. At the May 9, 2017. D.R. Horton Planning Commission meeting, there was both a clear lack of Rural Preservation identity and character understanding by the commissioners, and an absence of any NARA political representation for RNP advocacy. With that, an official NARA horse trail map was drawn up identifying and defining the historic established horse trails/walking paths for future documentation and reference. (copy attached)

Background Prior to February 24, 2020

April 23, 2018, at 2:30 PM, Jennifer Lazovich, one of Kaempfer Crowell's land use attorneys who we knew well from previous agendas, called NARA Historian Lex Anderson on the phone verifying that in fact a high density development was pending for the Rancho/Jones/Craig triangle. Jennifer knew well from previous conversations

walking to school . It made no sense, with sidewalk already established all the way to Leon Avenue, the Alexander Road pedestrian amenities and intrinsic safety factors in place, and a City of Las Vegas commitment to replace the Leon to Bradley RNP road shoulder with a horse trail/pedestrian walking path. The walking distance was about the same. Children already living east of Jones in their RNP neighborhood would be using Hickam, Dimick, Broderick and the other road shoulder streets as they had been doing for decades, and as part of the community lifestyle and character.

Beazer Planning Commission & City Council Meetings

During the August 14, 2018 Planning Commission meeting and September 5, 2018 City Council meeting there were no discussions about Beazer school children walking to Parson Elementary School down Hickam Avenue. The agenda housing development discussion almost took second place with the focus of a commitment to retain NARA Rural Preservation integrity and identity. The CCSD School Development Tracking Form estimated 35 children might be coming from the Beazer project. This is the same estimate given to the D.R. Horton project. At this time most of the D.R. Horton homes were sold and all of the children in this HOA who walked to Parson School used Alexander Road. And there are no students from the Beazer/Rancho Crossing development using Hickam Avenue as a school route.

The Asphalt Path

February 24, 2020, residents along Hickam Avenue, and on Bradley Avenue, noted construction going on. Survey stakes and street markings had been placed on Hickam all the way to Bradley, and north on the west side of Bradley to San Miguel Avenue. A water truck driver advised a resident that an asphalt sidewalk was going in for the school kids! The road shoulder horse trail/walking path was graded off, and the asphalt sidewalk was completed in a day. NARA residents wanted answers to why this abrupt unnecessary change came about, and who authorized it

NARA followed up with our Alexander and Gowan Road City of Las Vegas Traffic Engineering contact Gena Kendall. She advised us that, "The residential subdivision on the west side of Jones (Beazer) is required to install an asphalt path, (not a concrete sidewalk), on the south side of Hickam and on the west side of Thom to provide a save route to school from their (Beazer) neighborhood. The asphalt path is in the rural standard, intended to maintain the integrity of the rural neighborhood but discourage children from walking in the street." This description is consistent with the pending Alexander Road improvements, with a horse trail on the north side and a walking path on the south side. Furthermore Ms. Kendall advised, "These standards were recently put in place as a compromise to Clark County and City of Las Vegas wanting to require full curb, gutter and sidewalk (complete street standards) to convey storm flows to reduce erosion and cleanup repair expense. **These standards require concrete swales, an asphalt path on one side, and an equestrian path on the other."** Furthermore, "When the contractor was getting ready to install the asphalt path on the south side, they realized it would require them to remove some privately owned mail boxes, guide wires and other items in the public right of way. A decision was made in the field to the north side instead". Additionally we learned that a flashing yellow pedestrian light was to be installed at Hickam and Jones for a school crossing.

February 27, 2020, a comprehensive letter with a copy of the NARA historic horse trail map was sent to Senior Planner Steve Swanton for input. We have no documentation of a response.

First Leon River Storm Impact

Two weeks later, the night of March 12-13, 2020, NARA had its first local rain storm since he construction. It left a mess with gravel over much of the asphalt path, and without a curb or swale it carved the beginnings of undercutting the asphalt path. It was clear that a couple more storms like this could wash out parts of the asphalt path. Photos were taken. Some of the neighbors came out with barn brooms and tried to sweep off the heavy gravel debris, but most of it was caked on to the asphalt. The city was called out and it was cleaned up all the way to Bradley Road.

Resolving the Asphalt Path Decision

The decision to install an asphalt path from Jones Road to Bradley Road was made based on city street standards, without NARA community knowledge for input, circumvented construction standards and Rural Preservation criteria, and failed to consider the validity of its necessity.

- The "field decision" to change the asphalt path to the north side of Hickam because of mailboxes failed to mention that there were also mail boxes on the north side.
- The Clark County/City of Las Vegas Rural Preservation advocacy compromise calls for "**concrete swales, an asphalt path on one side, and an equestrian path on the other.**" With this directive and standard, the contractor/city had to have at least considered that the asphalt path was replacing the established horse trail.
- With the Rural Preservation standards requiring "an asphalt path on one side, and an equestrian path on the other", and with the asphalt path replaced the historic established Hickam equestrian path on the north side, this left the more constricted south side pedestrian walk way a difficult option for a horse trail.
- With the increasing storm volume runoff from Jones Road on to Hickam Avenue, the street flooding has been characterized as the "Hickam River". The asphalt path was installed without curbing or a swale, and with that the asphalt path is destine to being undercut without a concrete buffer.
- Without any curbing on the Hickam asphalt path it fails to meet the requirement to "convey storm flows to reduce erosion and cleanup repair expense". Clearly, the "Hickam River" simply washes over it.
- The "in the field" decision to switch the asphalt path to the north side of Hickam indicates a lack of pre planning and/or communication, and with this assuming the authority to move the asphalt path location from its original designated location (in compliance with Rural Preservation standards) simply for contractor connivance.

- Founders Classical Academy, one block south at Leon and Alexander did the right thing. With Leon Avenue identified as an RNP minor street, the formal horse trail serves both purposes, right next to a new school.
- The Beazer "Rancho Crossing" development is almost sold out. In fact, no children from this project use Hickam as a route to Parson Elementary school.
- The City of Las Vegas map identifying routs for children walking to Parson School includes Hickam Avenue as just one of the streets. (map attached) It also identifies other NARA streets that only have RNP road shoulders as primary walking routs. With this, clearly there is some consideration for a RNP road shoulder vs. an asphalt walking path based on a needs assessment.

Hickam/Helen Development

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(Lex Anderson/NARA Historian)

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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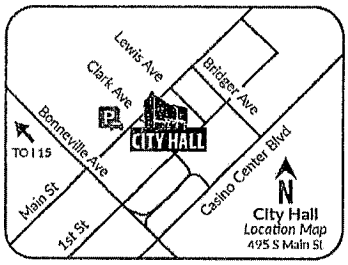
Official Notice of Public Hearing



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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.
21-0442 and 21-0442-VAR1 and 21-0442-VAR2 and 21-0442-TMP1
Planning Commission Meeting of **10/12/2021**

21-0442
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OLEXSY LEONARD THOMAS
4301 LEON AVE
LAS VEGAS NV 89130

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Submitted after final agenda

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City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

RECEIVED
OCT 04 2021
Dept of Planning
City of Las Vegas

September 13, 2021

To: Planning Commissioner Anthony Williams/Ward 5

From: Rick Berni/NARA President

Ref: Planning Commission Meeting September 14, 2021
Hickam/Leon/Helen Agenda #34 & #35 - Request For Abeyance

Commissioner Williams,

We are requesting that the agendas 21-0442 for 9 homes to be built on the Hickam/Leon parcel and 21-0443 for 6 homes to be built on the Hickam/Helen parcel be put in abeyance for additional dialogue between the applicant and the residents to take place, and for a clear understanding and resolution on the issues that will be agreed upon at both the City Council and with the Final Map.

We had an initial neighborhood meeting at the Santa Fe Casino on August 19. Five things came out of this meeting: (1) Everyone agreed **in principle** that this was a good infill project if done with RNP compatibility, (2) It would be an opportunity to build on the May 20, 2015 City Council meeting that approved a similar project at these two parcels six years ago, (3) It would be an opportunity to get rid of most of the "asphalt path" installed by the City on February 24, 2020 that eliminated the historic RNP horse trail in that area and to replace it with a formal equestrian amenity trail, (4) It will be an opportunity to permanently vacate Leon Avenue at Patricia and with that eliminating the Leon NARA vagrancy "thoroughfare" to Craig Road, (5) It will be an opportunity to insure that the integrity of the 5700 Hickam Avenue west block wall will not be compromised.

The applicant brought along two parcel drawings for the project. There were no building or floor plans or architectural renditions available for consideration. And perhaps most important there was no tentative map for resident assessment. Basically everyone agreed that with single story houses only, the project had infill potential within current zoning criteria. Follow up would

21-0442 & 21-0443

require specifics on the equestrian amenity area along Hickam, the final resolution for either a block wall or crash gate to vacate Leon, and specifics on peak flow drainage resolution going south from Patricia Avenue and from the 9 home residential area to guarantee the 5700 Hickam residential west block wall integrity.

NARA had a short 2nd neighborhood meeting Sunday evening, August 22nd at the Road Kill grill to primarily discuss the Hickam/Leon equestrian amenity area. Without seeing the tentative map, and without knowing amenity width to work with, it was determined that it was reasonable that we had our own copy of the tentative map of these two parcels to have informed conversations and make astute decisions. With this, August 31 we requested Stephanie Allen from Kaempfer/Crowell to obtain a tentative map for us of each of these parcels, and as a backup September 1 we made a City of Las Vegas Open Records Center records request for the two tentative maps.

It could be helpful if you had a chronological history of the "asphalt path" that was laid down almost overnight and replacing the NARA designated horse trail. In an August 24 e-mail to Stephanie Allen it was reinforcing that the applicant's participation to restore the horse trail towards its original identity, purpose and character would be constructive. The "asphalt path history" will be sent to you next week for your reference.

With that, both the 2015 and the current agendas call for trees on the amenity areas. Vegas Homes, LLC has already made a commitment for a specific number of trees to be planted. At the August 19th meeting, Mr. Cunningham remarked about the current drought conditions, and the Cities direction to minimize landscape watering to more of a desert profile. The inclusion of trees in the Hickam/Helen amenity area may need further consideration.

Of special significance is the fact that this project is Rural Preservation infill defined by two 60' wide Local Collector/Local Streets and RNP established 20,000 sq. ft. (+) R-E zoned parcels with the 4700 Hickam Avenue a .98 acre residence. This is not a transitional buffer development. With that there is a commitment for Planning to insure a harmonious and consistent compatibility for this infill to accommodate and sustain the RNP community integrity and identity.

The applicant justification for only a 4' high block "retaining wall" needs to be addressed.

The May 1, 2019, Bill 2019-7 to amend Title #19. 06.060 and reduce the minimum R-E area from 20,000 sq. ft to 18,000 sq. ft. that allows a higher density of housing does not redefine Rural Preservation standards. RNP standards to sustain the original intent and purpose of the 2005 ordinance remain. Urban "complete street" standards also need to accommodate and be in consideration with sustaining suburban Rural Preservation character.

As a Title #19.10.010 Special Purpose District, Overlay Districts have identity based "special characteristics" and "require special zoning regulations to establish and maintain the character of those areas". Referenced with this ordinance are "special regulations regarding land use", to include, "buildings and structures, building height, building site areas, setback requirements, landscaping, streetscape and aesthetic characteristics and any other item or concern regulated by this Title."

The 2015 Hickam Road agendas concluded with three abeyances. And it was passed with an overwhelming opposition based on the notification cards received. With good dialogue and comprehensive information from the Planning Department and the other departments, this agenda should go to the City Council in a relatively short time. The immediate objective to make progress is to acquire a copy of the tentative map and get specific equestrian trail amenity width dimension for the reasons previously stated.

Again, this proposal is not urban infill, or transitional or peripheral RNP buffering housing. This is interior Rural Preservation R-E zoned housing infill under the May 2019 higher density standard, surrounded by established half acre and larger RNP residences. It is to conform with Rural Preservation identity and character to include lifestyle, large animal husbandry and inclusion with NARA as a Title #19 based RNP ordinance and within the Centennial Hills Master Plan. There is at least one cow only three houses from the applicant's property line. And new residents at this development will be allowed to have goats and chickens under ordinance. The new home buyers need to be aware of this.

It would be unreasonable and irresponsible for the NARA residents with a commitment to sustain Title #19.10.180 Rural Preservation Overlay District identify, integrity and character to go forward to the City Council at this time without basic issue resolution. With that we respectfully request a 30 day abeyance so we can obtain a tentative plan, get specifics from the Planning Department on some of the issues, and move forward in a responsible manner.

Thank you,

Lex Anderson

Rick Berni/NARA President
E-mail: rberni@cox.net

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

Misplaced the signed copy @ Rick's. It'll be on file

City Of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

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OCT 04 2021
Dept of Planning
City of Las Vegas

September 16, 2021

To: Mr. Alex Strawser, AICP
Department of Planning/Case Planning,
495 S. Main Street, 3rd Floor
Las Vegas, Nevada 89101

From: Lex Anderson/NARA Historian - Northwest Area Residents Association

Ref: Hickam & Leon/Helen Agendas 21-0442 & 21-0443.
Request for Specific Hickam and Helen Amenity Area Measurements.

Mr. Strawser,

At a visit to the Customer Information Desk on the first floor we were advised that you are the case manager for our "historic" Hickam Avenue agenda. If in fact the case manager is someone else, we would appreciate it if you would pass it on.

We think we have an opportunity to get this agenda done in the shortest time possible. When this was an agenda in 2015 it took 3 abeyances. With just a few concrete assurances we should be able to expedite this to the City Council and get it off your list and ours.

The one issue that is putting everything on hold for us is how to address the amenity area. Vegas Homes is not going to compromise an inch to accommodate an enhanced amenity zone. We understand this. We have to work with whatever Traffic Engineering and/or Planning will designate as the "legal" width for making this happen. If you can have someone drop off a hard copy drawing to Diane at Customer Service of the specific dimensions/specifications of Hickam and Helen local collector/local streets, where the Vegas Homes property line is, where the Hickam and Helen street lines are, and what the width is that we have to work with, we can pick it up and expedite a neighborhood meeting (or two) for the scheduled October 12th Planning Commission Meeting.

We need this and a hard copy of the tentative map to proceed. With the egregious D.R. Horton/Mosiac Falls agenda outcome experience/history, at the August 29th Road Kill Grill neighborhood meeting it was agreed that we could not proceed without a hard copy of the tentative map for documentation and reference. August 30th, Planning Customer Service staff walked us through submitting for a copy through the City Open Records Request process. With that, in the interest of everyone concerned, we e-mailed Stephanie asking if she would also provide us with a copy.

We had a follow up Road Kill Grill neighborhood meeting on September 13 discussing the issues of; single story only, height of the block wall, Leon vacate with a crash gate vs. block wall, Hickam/Leon peak flood flow impact on the 5700 Hickam Avenue west block wall, and the prominent issue of the Hickam/Helen amenity area. It would be professionally inconceivable that Vegas Homes will not have specific architectural renditions of the proposed homes to be built by the City Council date. There will be no "blank slates" with this agenda. We will also be asking for a sign off on the Final Map.

Not a requirement per NRS 278.4713 + Title 19.16.050

September 13th Stephanie advised that one of her staff (Linda) would send us a tentative map copy of the two parcels. With that, and the specifics on what we are legally allowed to work with for a Hickam and Helen amenity area, we should be able to make the October 12 Planning Commission item quick, specific, and constructive. We need to get these two parcels "off our list". Vegas Homes wants their money. And Planning needs to get this out of their "in box". NARA is really trying hard to make this all happen. With that, we have **5 agendas** on our plate! Being "popular" can be very demanding.

Again, if you can have someone get us the numbers/dimensions for the Hickam/Helen amenity areas we will get to work!

Thank you,

Lex Anderson

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

Attaching a copy of our letter to Commissioner Williams, and Jacob Burns letter, to you just for your reference.

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

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OCT 04 2021

Dept of Planning
City of Las Vegas

October 4, 2021

To: Mr. Alex Strawser, AICP
Department of Planning/Case Planning
City Hall/3rd Floor
495 S. Main Street
Las Vegas, Nevada 89191

From: Northwest Area Resident's Association (NARA)

Ref: Vegas Homes Proposal For A Hickam/Leon 9 Home 4.69 Acre Development, With A Variance #21-0440 For Street Width And As A "Stub Street".

Mr. Strawser,

Residents have received the Public Hearing Information mailer for the Nevada Homes to "street stub" Leon Avenue instead of a cul-de-sac, and decrease the street width from 47' to 38'.

This is nonsense. NARA will vehemently oppose these two variance proposals. This is corporate arrogance and greed, and fundamentally a land grab effort to increase the development size asset. And these two variances are inconsistant for complimenting Rural Preservation within the NARA community.

- This proposed 9 home R-E zoned Vegas Homes agenda is not in an urban setting subject to generic urban variance considerations. This is in a Rural Preservation neighborhood (Title #19.10.180), and an Overlay District (Title #19.10.010) subject to "special considerations" by ordinance to insure RNP sustainability and original intent and purpose. Any proposed variance that will deviate from the defined community identity and standard is not acceptable.
- This 9 home R-E proposal is not in a Rural Preservation transitional zone or peripheral boundary location. This is an internal parcel surrounded by 1/2 acre and much larger RNP residential properties. The objective of Vegas Homes needs to be one of assimilating within this established

community, rather than lowering community identity and character to a lesser standard. A 38' wide "stub street" to a new R-E defined neighborhood within the local immediate community does not present as being consistent and compatible with the defined RNP profile.

- Again, this variance request is corporate arrogance. The City of Las Vegas has already been more than generous with its May 1, 2019 Bill 2019-7 "gift" for developers decreasing R-E from 20,000 sq. ft. min., to 18,000 sq. ft min. With this developers can significantly increase their overall project volume for sales, and their bottom line. This change has special significance with this agenda. The project was initially presented, and generally agreed upon at the August 19, 2021 neighborhood meeting as a replication of the 2015 development that was not built. With the amendment of Title #19.06.060, Vegas Homes now has the luxury of having smaller lot sizes on the same 2015 parcel. With that, the developer squeezed in an additional 9th home. If Vegas Homes has to "sacrifice" the 9th home to accommodate the necessary Leon Avenue width, cul-de-sac, emergency access, or amenity area, so that their smaller proposed project will compliment the surrounding Rural Preservation neighborhood and not redefine it, then that is what needs to be done in compliance with Overlay District "special considerations" as an ordinance for community integrity and sustainability.

Additionally, if Vegas Homes has a commitment to build this project, there will be a curbed horse trail amenity area on Hickam replacing the non functional February 24, 2020 "asphalt path", and there will be a curbed horse trail amenity area on Helen as part of the agenda conditions. For your reference, attached are 8 X 10 copies of the established/historic road shoulder horse trail larger maps that include Hickam and Helen Avenues.

The Hickam "asphalt path" afterthought is destine to be short lived. A historical write up on this is pending from our archives documentation. With our periodic northwest storms, Hickam is a "river" sufficient to float a canoe down at times. Mr. Burns took cell phone video of this the last time we had a local deluge and run off from Rancho/Jones. Three, or maybe four more significant storms will undercut the

asphalt path. (We have photos.) A curbed horse trail/walking path as an enhanced RNP amenity, (like on Leon Avenue), would go a long way in helping to direct the "Hickam River" straight to Bradley where it is diverted north to Craig Road. The curbed equestrian/walking trail example of what the City of Las Vegas has proposed for the north side of Alexander Road in conjunction with the revision of Alexander Road with the storm drain conduit project would work well on Hickam for the same reasons.

Bonn Court, Asbury Court, Lake Tahoe Street, and other short dead end 60 foot wide interior NARA street locations terminate with a cul-de-sac. So can Leon. This 47' minimum is already a step down from the 60' wide Leon Avenue continuation. There are no "stub streets" in our community. How would a "stub street" (1) compliment RNP compatibility, (2) accommodate emergency vehicle access, and (3) mitigate peak storm runoff impact on the 5700 Hickam Avenue west block wall from the completed development?

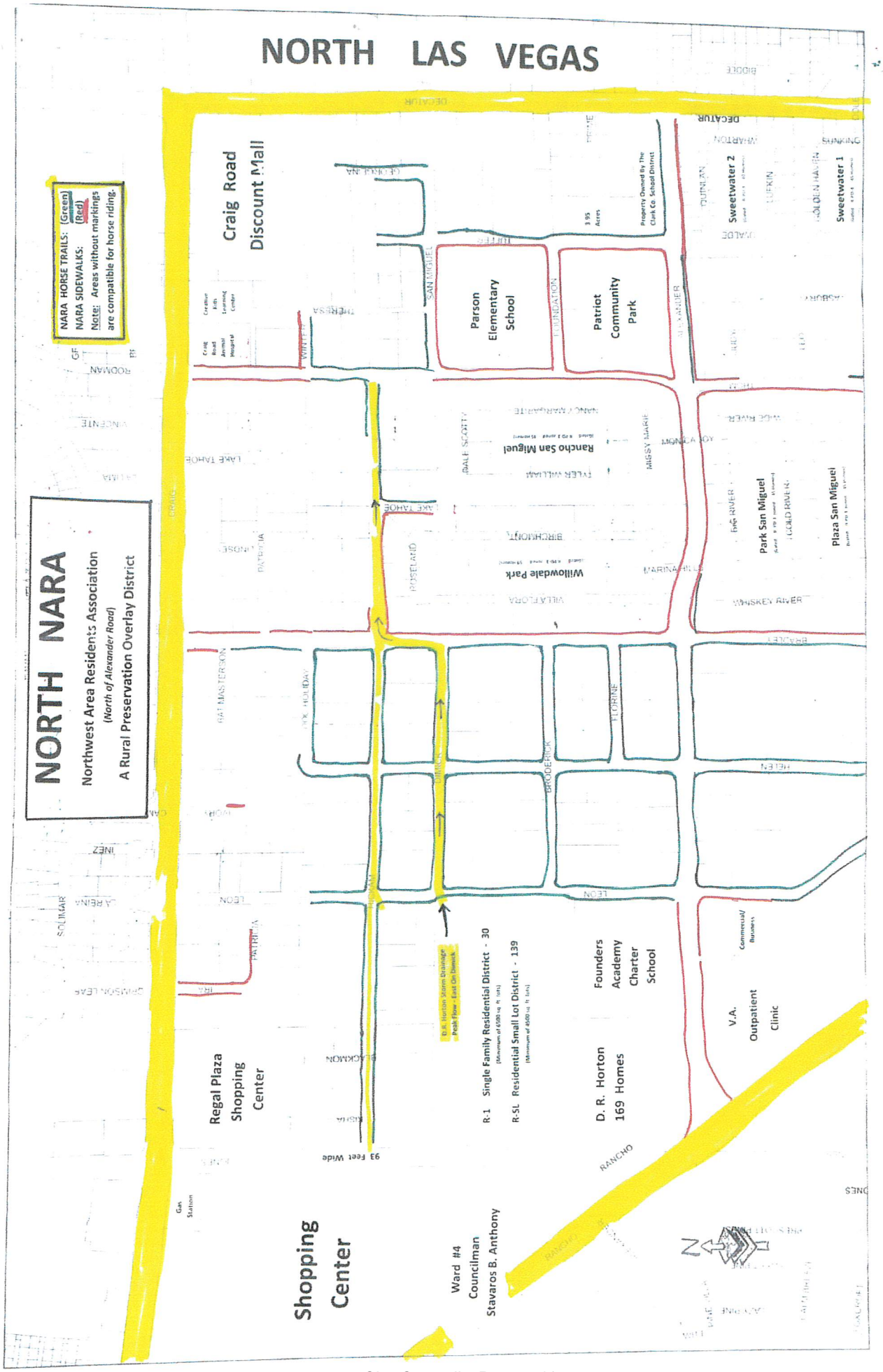
With numerous previous agendas, Kaempfer Crowell and Stephanie Allen know our RNP neighborhood association well over the years. And we know them. This is an "in your face" variance proposal with standard operating procedure strategy. Again, these two variance requests are nonsense, and in this particular case corporate arrogance. With that, NARA opposes these variances as not being in compliance with and supporting Rural Preservation from its 2005 identity, intent and purpose as an ordinance, and do not present as a consistent and harmonious project development enhancement or complement to the NARA RNP community.

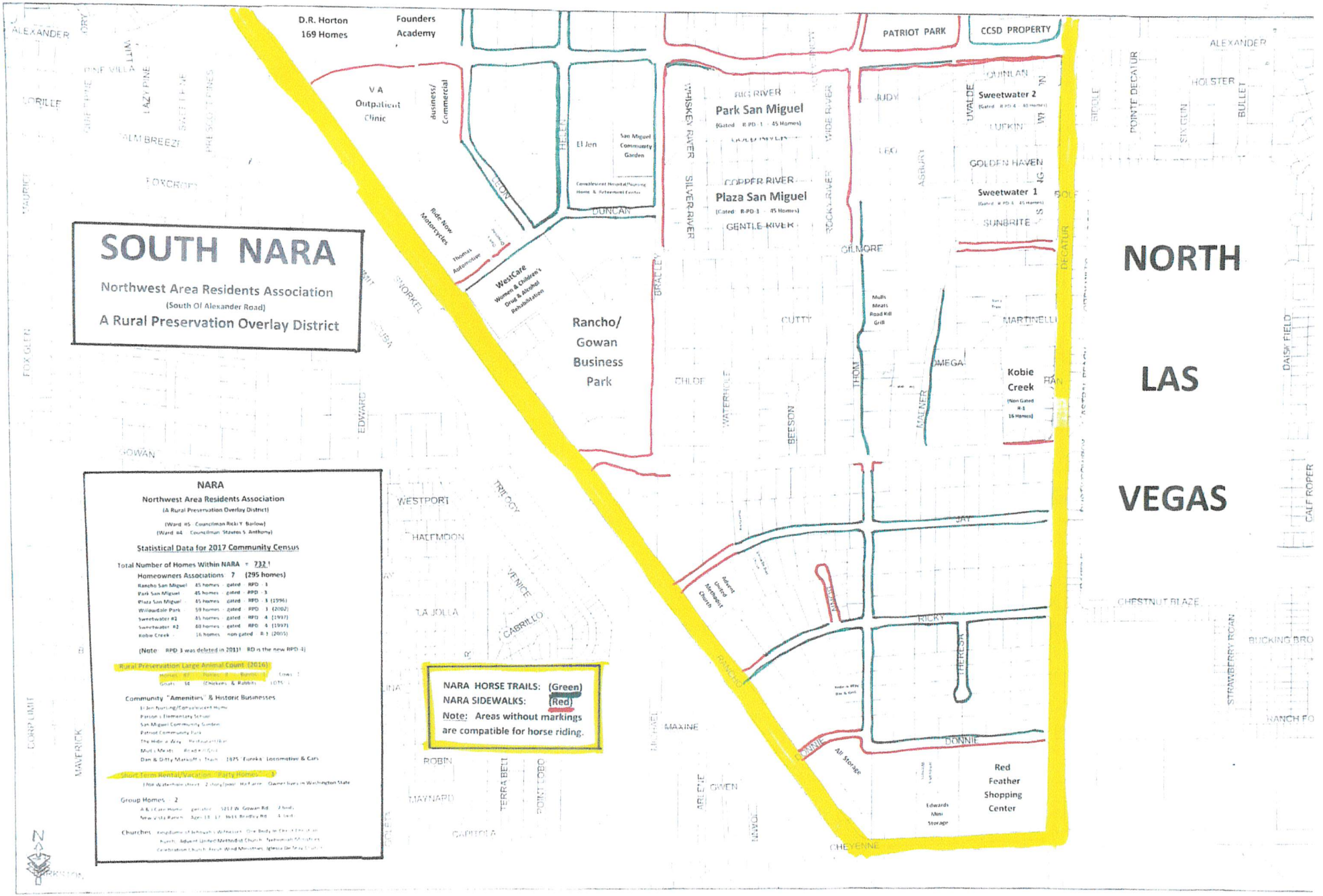
Respectfully,

Rick Berni/NARA President
E-mail: rberni@cox.net

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

Atch: NARA historic road shoulder horse trail designation maps.


NORTH LAS VEGAS
NORTH NARA
Northwest Area Residents Association
(North of Alexander Road)
A Rural Preservation Overlay District
NARA HORSE TRAILS: (Green)
NARA SIDEWALKS: (Red)
Note: Areas without markings are compatible for horse riding.
Craig Road Discount Mall
Parson Elementary School
Patriot Community Park
Sweetwater 2
Sweetwater 1
Rancho San Miguel
Willowdale Park
Park San Miguel
Plaza San Miguel
Regal Plaza Shopping Center
Shopping Center
Ward #4 Councilman Stavaros B. Anthony
D. R. Horton Storm Drainage Peak Flow - East On Dimick
R-1 Single Family Residential District - 30
R-SL Residential Small Lot District - 139
D. R. Horton 169 Homes
Founders Academy Charter School
V.A. Outpatient Clinic
93 Feet Wide
Gas Station
Property Owned By The Clark Co. School District
3.95 Acres
DECATUR
RANCHO
LEON
HELEN
BRADLEY
WHISKEY RIVER
MARINA HILLS
BIRCHMONT
ROSELAND
LAKE TAHOE
SAN MIGUEL
FOUNDATION
ALEXANDER
WHARTON
QUINLAN
LUFKIN
GOLDEN HAVEN
SUNKINS
BIDDEE
RODMAN
VINCENTE
LA LIMA
CRAIG
GEORGIANA
THERESA
WINTER
DALE SCOTTY
TYLER WILLIAM
NANCY MARGARITE
MISSY MARIE
MONICA JOY
WIDE RIVER
BIG RIVER
COLD RIVER
BRIDGE
FLORINE
BRODERICK
DIMICK
HICKAM
BLACKMON
NISHA
PATRICIA
GAT MASTERSON
LINDSEY
INEZ
LA REINA
SOLIMAR
GRIMSON LEAR
IRA
CAM
BRIDGE


SOUTH NARA
Northwest Area Residents Association
(South Of Alexander Road)
A Rural Preservation Overlay District
NARA
Northwest Area Residents Association
(A Rural Preservation Overlay District)
(Ward #5 - Councilman Ricki Y. Barlow)
(Ward #4 - Councilman Stavros S. Anthony)
Statistical Data for 2017 Community Census
Total Number of Homes Within NARA = 732
Homeowners Associations 7 (295 homes)
Rancho San Miguel 45 homes - gated - RPD - 3
Park San Miguel 45 homes - gated - RPD - 3
Plaza San Miguel 45 homes - gated - RPD - 3 (1996)
Willowdale Park 59 homes - gated - RPD - 3 (2002)
Sweetwater #2 45 homes - gated - RPD - 4 (1997)
Sweetwater #2 40 homes - gated - RPD - 4 (1997)
Kobie Creek 16 homes - non gated - R-1 (2005)
(Note: RPD-3 was deleted in 2011! RD is the new RPD-4)
Rural Preservation Large Animal Count (2016)
Horses 87 Ponies 8 Burros 1 Cows 1
Goats 34 (Chickens & Rabbits LOTS)
Community "Amenities" & Historic Businesses
El Jen Nursing/Convalescent Home
Parson's Elementary School
San Miguel Community Garden
Patriot Community Park
The Hide-a-Way Restaurant/Bar
Mull's Meats Road Kill Grill
Dan & Ditty Markoff's Train 1875 "Eureka" Locomotive & Cars
Short Term Rental/Vacation Party Homes 3
1708 Waterhole street 2 story/pool Half acre Owner lives in Washington State
Group Homes 2
A & I Care Home geriatric 5217 W. Gowan Rd 2 beds
New Vista Ranch Ages 13 - 17 3613 Bradley Rd 4 beds
Churches Kingdome of Jehovah's Witnesses One Body in Christ Christian Church Advent United Methodist Church Nehemiah Ministries Celebration Church Fresh Wind Ministries Iglesia De Teay Church
NARA HORSE TRAILS: (Green)
NARA SIDEWALKS: (Red)
Note: Areas without markings are compatible for horse riding.
NORTH LAS VEGAS
D.R. Horton 169 Homes
Founders Academy
PATRIOT PARK
CCSD PROPERTY
V A Outpatient Clinic
Business/ Commercial
El Jen
San Miguel Community Garden
Park San Miguel
Plaza San Miguel
Sweetwater 2
Sweetwater 1
Ride Now Motorcycles
Thomas Automotive
WestCare Women & Children's Drug & Alcohol Rehabilitation
Rancho/ Gowan Business Park
Mulls Meats Road Kill Grill
Kobie Creek
Advent United Methodist Church
All Storage
Edwards Mini Storage
Red Feather Shopping Center
ALEXANDER
LORILLE
PINE VILLA
LAZY PINE
SWEET PINE
PRESCOTT PINES
ALM BREEZE
FOXCROFT
MAURICE
FOX GLEN
GOWAN
EDWARD
SNORKEL
WESTPORT
HALFMOON
TRILOGY
VENICE
LA JOLLA
CABRILLO
CORP LIMIT
MAVERICK
ROBIN
MAYNARD
CAPITOLA
TERRA BELL
POINT LOBO
MAXINE
GWEN
ARLENE
MICHAEL
CHEYENNE
RANCHO
DONNIE
THERESA
RICKY
JAY
CHESTNUT BLAZE
STRAWBERRY ROAN
BUCKING BRO
RANCH FO
CALF ROPER
DAISY FIELD
POINTE DECATUR
HOLSTER
BULLET
SIX GUN
BIDDLE
DECATUR
MARTINELLI
OMEGA
MALNER
THOM
BEESON
WATERHOLE
CHLOE
CUTTY
GILMORE
BRADLEY
DUNCAN
LEON
HELEN
WHISKEY RIVER
SILVER RIVER
BIG RIVER
COPPER RIVER
GENTLE RIVER
ROCKY RIVER
WIDE RIVER
JUDY
LEO
ASBURY
UVALDE
QUINLAN
LUFKIN
GOLDEN HAVEN
SUNBRITE
N

NARA ARCHIVES - 25 Years Of Documentation



RECEIVED
OCT 04 2021
Dept of Planning
City of Las Vegas

5700 Hickam Avenue
Las Vegas, Nevada 89130
September 14, 2021

Hi Rick,

Sorry I couldn't make it to the neighborhood meeting last night, but wanted to take a moment to share with you my thoughts regarding the new development on Hickam, specifically regarding what is going to happen to my west block wall over time as a result of storm related water runoff.

As you know, regular storm activity in the Northwest causes Hickam to flood from all the water coming down from Jones. You may recall that I sent out a video of the "Hickam River" the last time we had a good rain. You can see that it has even started to wash out the asphalt sidewalk outside of my house.

Looking at the online information from builder, it looks like they want to make the Leon street access to the project entrance more narrow, which would certainly give them more building space, but would also potentially create a greater impact on my block wall, not to mention the additional "peak storm flow water" draining south from Patricia that adds to it. So In the spirit of not wanting to make the existing problem worse, we may want to be cautious about any changes that make the Leon access to the project front entrance more narrow.

For example, when Sweetwater was built the historic residential drainage from Gilmore was taken away without foresight and one house over on Ashbury Court ended up with 2 feet of water in their back yard, causing their basement to flood. They actually had to break holes in the Sweetwater block wall with a sledgehammer to let the water escape.

Then when D.R. Horton changed their Mosaic Falls east drainage plan that we supported designed to have water drain straight down Dimick, they ended up building that causes water to flow to that big low spot further south, flooding the vacant lot, the front yard of the house to the north, as well as the house next to it through the side gate. It floods both Lean traffic lanes and persists for days while the vacant lot soaks it up.

Now with this new development on Hickam, we have an opportunity to be proactive and avoid these problems rather than be forced to continually react to them. For example, an additional short retaining wall could be built next to my block wall so the force from across the street would hit that first, or Leon can be paved with the east side elevated higher specifically to lessen the flow impact. Can the city make an onsite objective assessment of this, and work with NARA on a solution that works for everyone?

Regarding whether the Leon vacate should be a block wall or a crash gate, I don't have a strong preference. From what I understand, the justification for the vacate of Leon is based on cutting off the NARA interior vagrancy route that goes from Gowan to Craig, and avoiding the problems associated with that which we've talked about in past meetings. I do know that last year Rancho San Miguel had to replace their east flood gate fence on Thom when it was damaged by kids who were climbing over it as a short cut to get to Parson School, so maybe a block wall would be a better deterrent, as it would also send a better permanent "vacate" message.

I'll try to make more meetings when work allows. Please feel free to forward this on to Planning for their consideration so they can talk to whoever makes these flood control decisions on residential property. I sincerely hope we can learn from our past mistakes, and do this project in such a way that not only makes the developer happy, but also keeps our neighborhood safe.

Thank you,

Jake Burns

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

KAEMPFER CROWELL
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STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
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Reno, NV 89501
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Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

September 13, 2021

Via Fax: (702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 30 Day Hold
City of Las Vegas Planning Commission Items 34 & 35
Blend Communities, LLC – Hickam Avenue & Leon Avenue
West (21-0442-VAR1-TMP1) and East (21-0443-VAR1-TMP1)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that these applications be continued from the presently scheduled hearing date of **September 14, 2021** until the City of Las Vegas Planning Commission hearing of **October 12, 2021** to allow time to work with staff on added variance applications.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL

Stephanie H. Allen

Submitted after final agenda

SHA/adb
cc: Peter Lowenstein (*plowenstein@lasvegasnevada.gov*)
Eric McCammond (*emccammond@lasvegasnevada.gov*)

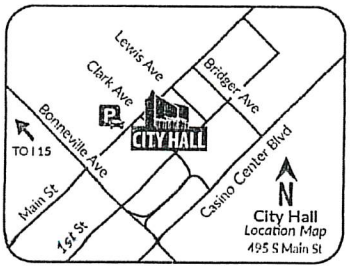
AGENDA ITEMS 34A-B & 35A-B
RECEIVED 09.13.21
09.14.21 PC MEETING

2921708_1.docx
19965.2

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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 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.

21-0442 and 21-0442-VAR1 and 21-0442-TMP1

Planning Commission Meeting of **09/14/2021**

RECEIVED

SEP 13 2021

Dept of Planning
City of Las Vegas

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PAID
Las Vegas, NV
Permit No. 1630

21-0442

13801304007
CHILESE FAMILY REVOCABLE LIVING TRUST
CHILESE JOHN F & BAMBI L TRS
5711 HICKAM AVE
LAS VEGAS NV 89130-2554

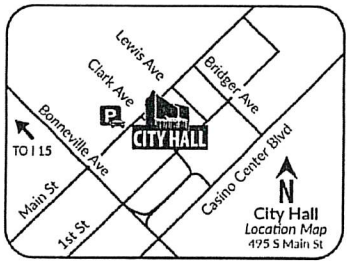
39 HRDFNP1 89130

Submitted after final agenda

34a-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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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.

21-0442 and 21-0442-VAR1 and 21-0442-TMP1
Planning Commission Meeting of **09/14/2021**

21-0442
13801306001
MOTOYAMA LANCE & LIANE
4220 HELEN AVE
LAS VEGAS NV 89130

39 HRDFNP1 89130

34a-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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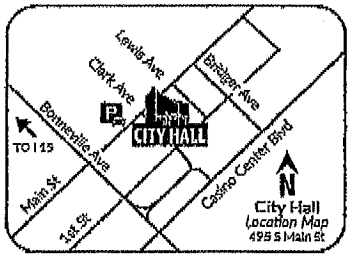
Las Vegas, NV
Permit No. 1630



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0442 and 21-0442-VAR1 and 21-0442-TMP1

Planning Commission Meeting of **09/14/2021**

21-0442
13801305004
JAEHN FRANK & JULIE R
5647 HICKAM AVE
LAS VEGAS NV 89130-2521

AGENDA ITEM #34
RECEIVED 09.13.21
09.14.21 PC MEETING
PROTEST

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
32a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0442-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW A 36-FOOT WIDE PRIVATE STREET WHERE 37 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON LEON AVENUE WHERE SUCH ARE REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	0
City Council Meeting	6	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
32b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0442-VAR2 - ABEYANCE ITEM - TO ALLOW A PROPOSED STUB STREET TERMINATION WHERE A CUL-DE-SAC IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	0
City Council Meeting	6	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
32c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0442-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - HICKAM & LEON WEST - FOR A NINE-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	0
City Council Meeting	6	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
33

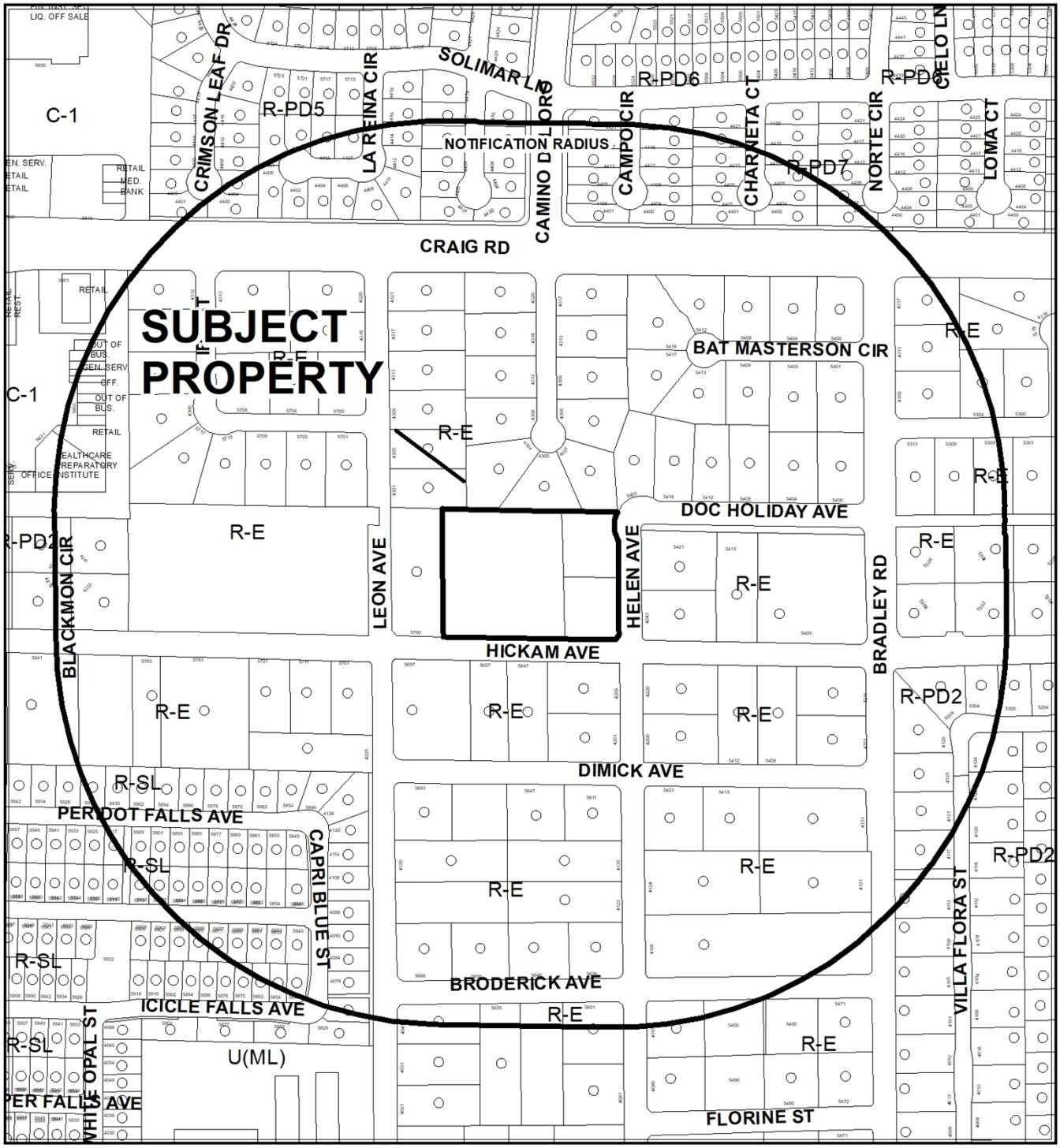
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0443 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: VEGAS HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue (APN 138-01-302-002, 003, and 004), R-E (Residence Estates) Zone, Ward 5 (Crear). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission recommends APPROVAL on the entire 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:
Staff recommends DENIAL on the entire Land Use Entitlement project.
The Planning Commission recommends APPROVAL on the entire 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. School Development Tracking Form Submitted by Clark County School District - 21-0443-TMP1
7. Traffic Notes Submitted by City of Las Vegas Department of Public Works Traffic Division - 21-0443-TMP1
8. Protest Postcard
9. Submitted at Meeting – Document Titled Hickam Avenue City Council Presentation by Lex Anderson
10. Backup Submitted from the November 17, 2021 City Council Meeting
11. Backup Submitted from the December 1, 2021 City Council Meeting
12. Backup Submitted for the October 12, 2021 Planning Commission Meeting
13. Backup Submitted for the September 14, 2021 Planning Commission Meeting



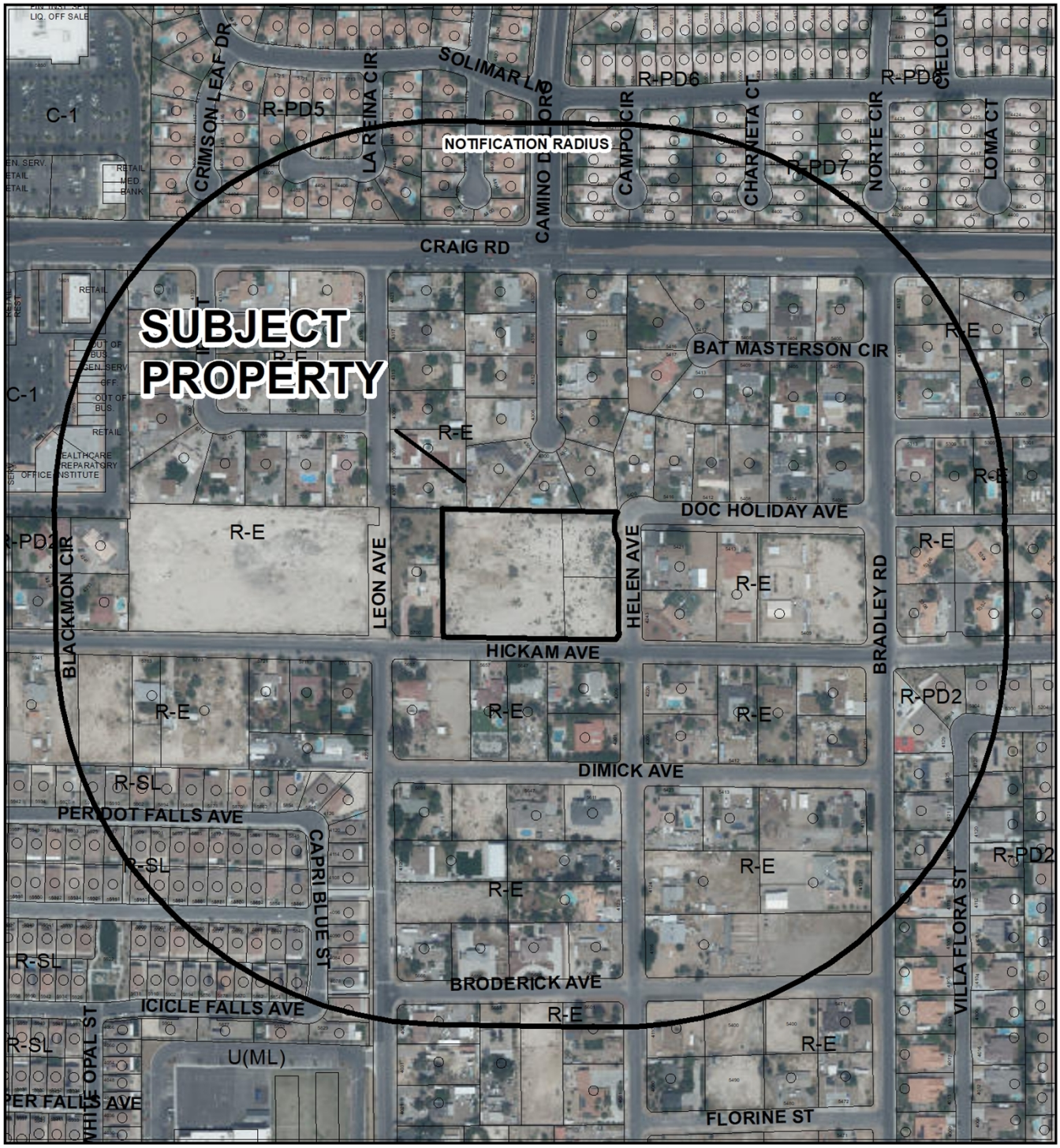
0 295 590 Feet

CASE: 21-0443

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



CASE: 21-0443

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: VEGAS HOMES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0443-VAR1	Staff recommends DENIAL, if approved subject to conditions:	
21-0443-TMP1	Staff recommends DENIAL, if approved subject to conditions:	21-0443-VAR1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 239 (By City Clerk)

PROTESTS 4

APPROVALS 0

AS

** CONDITIONS **

21-0443-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow a 38-foot wide private street where 47 feet is the minimum required for a private street without a gate.

2. Approval of and conformance to the Conditions of Approval for Tentative Map (21-0443-TMP1) shall be required, if approved.

3. This approval shall be void four 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.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

7. In accordance with Title 19.02.025.F, the applicant shall make a deferral improvement contribution based on urban improvements, prior to the issuance of permits, equal to 50% of the City's bond estimate costs for all deferred improvements with the street light contribution at 25% if a service pedestal is constructed.

8. Sign and record a Covenant Running with Land agreement for the possible future installation of half-street improvements in accordance with City Standards for all improvements not required to be constructed at this time. Such Covenant Running with Land agreement shall record prior to the issuance of any permits or the recordation of a Final Map for this site, whichever occurs first.

21-0443-TMP1 CONDITIONS

Planning

1. All lots within the subdivision will be limited to single-story in height. This condition shall be recorded against the respective properties, by way of recoding a Notice of Condition Affecting Property against each of the parcels specifically burdened by such condition(s) prior to the application for building permits to include the conditions affecting the parcel. Furthermore, the entity making application for a building permit on a parcel specifically burdened by the above condition(s) shall attach the Tentative Map conditions of approval to such building permit application, as well as the entity selling the single-family residence on the parcel that is burdened by the above condition(s) shall provide a disclosure of the above condition(s) to any prospective purchaser of a home on such parcel.

2. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.
3. Approval of Variance (21-0443-VAR1) shall be required, if approved.

4. Street names must be provided in accordance with the City's Street Naming Regulations.

5. 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.

6. In conjunction with creation, declaration, and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes, and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

Public Works

7. All development is subject to the conditions of City Departments and State Subdivision Statutes.

8. Construct curb and gutter on Helen Avenue from the existing curb and gutter at the north end of this site to Hickam Avenue. 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. All other off-site improvements on Helen Avenue and Hickam Avenue are hereby deferred as required by 21-0443-VAR1.

9. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

10. Connect to the public sewer line in Hickam Avenue at a size and location acceptable to the Sanitary Sewer Section of the Department of Public Works.

11. 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, grading permits or the recordation of a Final Map, 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.

12. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations. Roadway locations and parcel entries are schematic and final studies and engineering improvements designs. Geometric design of Parcel entry points must be approved through the development review of each parcel.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a six-lot single-family, detached residential subdivision on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue.

ISSUES

- A Variance is requested to allow a 38-foot wide private street without sidewalks, where 47 feet is the minimum required for a private street without a gate. Staff recommends denial.
- A Variance is requested to allow no offsite improvements on Helen Avenue and Hickam Avenue where such are required. Staff recommends denial.
- A Waiver of Title 19.02.140 is requested to allow a 194-foot intersection offset where 220 feet is required. Staff recommends denial.
- The Department of Public Works has received and approved a signed request from the applicant for offsite improvement deferral.

ANALYSIS

The subject site consists of three parcels combining for 3.47 acres located at the northwestern corner of Hickam Avenue and Helen Avenue. The subject site is zoned as R-E (Residence Estates) and subject to the development standards in Title 19.06.060. The applicant is proposing to develop the subject site with a six-lot residential subdivision.

The proposed lots range in size from 18,323 square feet to 26,660 square feet. The proposed residential development has a gross density of 1.72 units per acre. No building or floor plans have been submitted as part of this application, but such plans would be held to the R-E (Residence Estates) development standards in listed in Title 19.06.060. A six-foot-wide common element landscape buffer is provided adjacent to right-of-way on Hickam Avenue and Helen Avenue. In order to accommodate the design of the residential subdivision, a Variance is requested.

The purpose of Title 19.04 Complete Streets Standards “is to set forth requirements for achieving a connected transportation system as outlined in the City’s General Plan to provide a safe and accessible environment for a variety of transportation modes and users.”

A Variance is requested to allow a nonstandard private street without a gate. According to Title 19.04.070, private streets shall have the same dimensions as the comparable public streets unless separated by a gate. The proposed subdivision includes a 38-foot-wide private street without a sidewalk on either side (As such, a Variance is requested to allow a 38-foot wide private street where 47 feet is the minimum required for a private street without a gate). In addition to the requested Variance, a Waiver of Title 19.02.140 is requested to allow a 193-foot intersection offset where 220 feet is required. Additionally, City standards require sidewalks to be provided on both sides of all public streets, even if such sidewalks are allowed to be deferred in support of current rural character. Appropriate right-of-way should be preserved for the future installation of such sidewalk, should it ever become desired in the future.

Staff recommends the installation of all street improvements adjacent to all new development, as such improvements help the City meet the Americans with Disabilities Act (ADA) requirements and aid in the containment and direction of stormwater runoff in an efficient manner to protect City roadways. Staff cannot support a Variance request that would contradict the City's General Plan and recommends denial of the request.

The subject site is located within a half-mile of Claude and Stella Parson Elementary School. The Clark County School District has partnered with the Safe Routes to School program to encourage children to safely walk or bike to school. This partnership focuses on strategies to address safety barriers for accessibility which would include not providing the appropriate sidewalk infrastructure.

As development encroaches into rural areas of the City and the population intensifies, residential neighborhoods developed without the required amenities such as streetlights do not support the goals of the City's General Plan to provide a safe and accessible environment for the residents. The Department of Public Works has received a signed request from the applicant for offsite improvement deferral for Hickam Avenue and Helen Avenue. The City of Las Vegas has approved this request subject to standard requirements.

The submitted east/west cross section depicts a maximum natural grade of greater than two percent across this site. Per the Tables in Title 19.06.050 a development with a natural slope greater than two percent is allowed a maximum four-foot retaining wall. A maximum four-foot retaining wall is shown along the west property line.

The submitted north/south cross section depicts a maximum natural grade of less than two percent across this site. Per the Tables in Title 19.06.050 a development with a natural slope of less than two percent is allowed a maximum four-foot retaining wall. A maximum 1.5-foot retaining wall is shown along the north property line.

Due to the associated Variances requested allowing non-standard private street sizes, and a deferral of the streetscape standards, staff is recommending denial on the proposed Tentative Map.

FINDINGS (21-0443-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 not construct the required improvements associated with the right-of-way along Hickam Avenue and Helen Avenue. 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 (21-0443-TMP1)

As the design of the Tentative Map is dependent on the approval of the requested Variance (21-0443-VAR1) allowing non-standard private street sizes and a deferral of the streetscape standards, staff is recommending denial of the proposed Tentative Map.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/12/64	The City Council approved an Annexation (A-0002-64) request for 290 acres generally located south of Craig Road and east of Tonopah Highway with an effective date of 05/2/64. This site was part of that request.
07/07/77	A four-lot Parcel Map (PM-0008-77) was recorded.
03/07/11	A Code Enforcement Case (CE-98616) was reported for a septic hole on a vacant property that children are going into at the northwest corner of Helen Avenue and Hickam Avenue. The case was resolved on 03/22/11.
04/14/15	The City Council approved a Variance (VAR-57010) to allow no sidewalk on Hickam Avenue and Helen Avenue and no gate on a private street where such are required on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Waiver (WVR-57009) to allow no sidewalks where five-foot wide sidewalks on both sides of the street are required on the proposed private 47-foot residential street on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Waiver (WVR-57212) to allow no streetlights where such are required and a 198-foot eternal intersection offset where 220 feet is the minimum distance separation required on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue. The Planning Commission recommended approval while staff recommended denial.
	The City Council approved a Tentative Map (TMP-57007) for Hickam and Helen, a six-lot residential subdivision on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue. The Planning Commission recommended approval while staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/12/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue (APN 138-01-302-002, 003, and 004), R-E (Residence Estates) Zone, Ward 5 (Crear). • 21-0443-VAR1 - VARIANCE - TO ALLOW A 38-FOOT WIDE PRIVATE STREET WHERE 47 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON HELEN AVENUE WHERE SUCH ARE REQUIRED • 21-0443-TMP1 - TENTATIVE MAP - HICKAM & LEON EAST - FOR A SIX–LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
03/31/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits of business licenses pertaining to the subject site.

Pre-Application Meeting	
07/14/21	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Variance and Tentative Map pertaining to a proposed six-lot residential subdivision at the subject site.

Neighborhood Meeting	
08/19/21	A neighborhood meeting was conducted at 5:30 PM on August 19, 2021, at Santa Fe Station in Centennial Ballroom A at 4949 North Rancho Drive. The meeting was attended physically by one member of Planning staff, one member of the Ward 5 Council Ward Office, and two individuals representing the applicant/project. There were 43 members of the public who attended in-person. The applicant began the meeting by giving an overview of the developer and project synopsis. Concerns from the public were raised regarding the following: **Are there any renderings or drawings of the proposed development?** Not currently but when they have been made the applicant plans to share with the public. **Is there an anticipated price range?** Not currently but the price would depend on the market conditions at the time of sale. The anticipated groundbreaking is for October.

Neighborhood Meeting	
08/19/21	**Will Hickam Avenue or Helen Avenue be widened?** Yes, 30-feet of all neighboring right-of-way will have to be improved. The applicant explained how the right-of-way is divided into each side of the street centerline and how the undeveloped portion of right-of-way would be paved and landscaping would be added. The applicant explained that they are applying for an offsite improvement deferral of the Hickam Avenue improvements as they do not meet the character of the residential area. The asphalt path currently there would be maintained. **Specific concerns were raised by the site's on-site drainage.** This would be reviewed by a technical drainage study by the Department of Public Works which is Condition of Approval Number Fourteen (14). The applicant advised that the tradeoff for not providing curb and gutter improvements was in order to preserve the rural character of the area. **Specific questions were raised regarding wall heights as they pertained to the subject site.** The applicant reiterated the R-E (Residence Estates) development standards which limited wall heights to eight feet. **Concern was raised over the height of the proposed dwellings.** The applicant stated that it would be limited to single-story but could request a Condition of Approval be added to the Tentative Map like they have done in the past. **Concerns were raised over the adaptability of new homeowners toward existing rural animals allowed in the surrounding area.** The applicant stated they would add for disclosure. **Will there be a homeowner association?** Based on the public's feedback the homeowners would be responsible for their portion of the streetscape. Overall the members of the public were in favor of both projects. An informal vote was conducted by the members of the public. There were no members of the public who were in opposition toward the project. The meeting was concluded at 6:40 PM.

Field Check	
08/10/21	A routine field check was conducted by staff of the subject site; staff found a well-maintained undeveloped site with temporary chain link fencing and high vegetation. Nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	3.47

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached		
South			
East			
West			

Master and Neighborhood Plan Areas	***Compliance***
Master Plan 2050 Area: Rancho	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 Feet)	Y
RP-O (Rural Preservation Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	18,000 SF	18,323 SF	Y
Min. Lot Width	100 Feet 30 Feet (Cul-De-Sac)	104 Feet 40 Feet	Y Y
Min. Setbacks • Front • Side • Corner • Rear	 50/30 Feet 10 Feet 15 Feet 35 Feet		 N/A*
Max. Lot Coverage	N/A		
Max. Building Height	35 Feet		

**A lot fit analysis has not been submitted as part of this application. The proposed dwellings would be held to the R-E (Residence Estates) development standards listed in Title 19.06.060.*

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	0 Trees	0 Trees	Y
• South	1 Tree / 30 Linear Feet	15 Trees	16 Trees	Y
• East	1 Tree / 30 Linear Feet	10 Trees	11 Trees	Y
• West	1 Tree / 30 Linear Feet	0 Trees	0 Trees	Y
TOTAL PERIMETER TREES		**25 Trees**	**27 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	0 Feet		0 Feet	Y
• South	6 Feet		6 Feet	Y
• East	6 Feet		6 Feet	Y
• West	0 Feet		0 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 6 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Helen Avenue	Local Street	Title 13	60	Y
Hickam Avenue	Local Street	Title 13	60	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Proposed Private Street	Private streets shall have the same dimensions as the comparable public streets unless separated by gates. The minimum public street consists of a 47-foot right-of-way with a 31-foot wide street with three-foot amenity zones and sidewalks on both sides of the street.	38-foot-wide right-of-way with no amenity zone, sidewalk, or streetlights	N*
Hickam Avenue	60-foot-wide right-of-way, including amenity zone, sidewalk, and streetlights	60-foot-wide right-of-way with no sidewalk or streetlight-related improvements.	N*
Helen Avenue	60-foot-wide right-of-way, including amenity zone, sidewalk, and streetlights	60-foot-wide right-of-way with no sidewalk or streetlight-related improvements.	N*

**The applicant has requested a Variance (21-0443-VAR1) to waive all Title 19.04 complete street development standards associated with the insufficient right-of-way width, no sidewalk, and streetlight improvements along the proposed private street and existing Hickam Avenue and Helen Avenue rights-of-way which surround the subject site.*

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	6 Dwellings	2 spaces per dwelling	12				
TOTAL SPACES REQUIRED			12		12		Y
Regular and Handicap Spaces Required			12	0	12	0	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least 220 feet, measured from centerline to centerline.	To allow a 194-foot intersection off-set where 220 feet is the minimum required.	Denial

Proposed 6 Single-Family Units:					
Student Yield	**Elementary School**		**Middle School**	**High School**	
Single-Family Units (6)	6 x 0.166		6 x 0.093	6 x 0.131	
Total Additional Students	1		1	1	
Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
Parson Elementary School	4100 Thom Boulevard	Kindergarten – 5th Grade	518 Students	302 Students	03/01/21
Swainston Junior High School	3500 West Gilmore Avenue	6th – 8th Grade	1,494 Students	1085 Students	03/01/21
Cheyenne High School	3200 West Alexander Road	9th - 12th Grade	2,422 Students	1,877 Students	03/01/21

Department of Public Works Traffic Study

Tentative Map for a Proposed 6-Lot Single Family Residential Development – Northwest corner of Hickam Avenue and Helen Avenue				
Proposed Use				
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	6	9.44	57
AM Peak Hour			0.74	4
PM Peak Hour			0.99	6

Existing Traffic on Nearby Streets	
Jones Boulevard	
Average Daily Traffic (ADT)	18,710
PM Peak Hour (Heaviest 60 Minutes)	1,497
Alexander Boulevard	
Average Daily Traffic (ADT)	6,633
PM Peak Hour (heaviest 60 minutes)	531
Traffic Capacity of Adjacent Streets:	
Adjacent Street ADT Capacity	
Jones Boulevard	41,790
Alexander Boulevard	12,480
Summary	
This project will add approximately 57 trips per day on Hickam Avenue, Helen Avenue, Jones Boulevard, and Alexander Road. Currently Jones Boulevard is at about 45 percent of capacity and Alexander Road is at approximately 53 percent of capacity. With this project, Jones Boulevard is expected to remain unchanged and Alexander Road is expected to be at approximately 54 percent of capacity. Recent traffic counts are not available for Hickam Avenue or Helen Avenue, but each are believed to be under capacity.	
Based on Peak Hour use, this development will add into the area roughly six additional cars, or about one every ten minutes.	

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Tentative Map, Variance, Vacation

Project Address (Location) Leon & Hickam East

Project Name Leon & Hickam **Proposed Use**

Assessor's Parcel #(s) 138-01-302-002, -003- & -004 **Ward #**

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner Vegas Homes, LLC Contact

Address 19333 Collins Ave. #1708 City Sunny Isles Bea State FL Zip 33160

E-mail Phone

Applicant Blend Communities, LLC Contact Brad Burns

Address 9875 West La Mancha Ave. City Las Vegas State NV Zip 89149

E-mail brad.burns@blendcommunities.com Phone 702-355-1400

Representative Taney Engineering Contact Elisha Scrogum

Address 6030 S. Jones City Las Vegas State NV Zip 89118

E-mail ElishaS@taneycorp.com Phone 702-362-8844

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.

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Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Enrique Feger

Subscribed and sworn before me

This 15th day of June, 20 21

Notary Public in and for said County and State Miami-Dade, Florida

Notary Public State of Florida
Crystal Esparza
My Commission GG 182625
Expires 05/12/2022

100741 - Hickam & Leon East

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- ☑ 1. Name of the proposed subdivision.
- ☑ 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- ☑ 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- ☑ 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- ☑ 5. Identification of adjoining properties.
- ☑ 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- ☑ 7. Existing structures and other physical features.
- ☑ 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- ☑ 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- ☑ 10. Existing and proposed street names.
- ☐ 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations.
- ☑ 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- ☑ 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- ☑ 14. Existing and proposed storm drains.
- ☑ 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- ☑ 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.

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- ☐ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

☑ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

☑ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☑ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☐ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☑ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code (refer to the pre-application checklist).

☑ 3. Any proposed deviations from City standards (refer to the pre-application checklist).

☐ 4. A copy of the deed for the property (refer to the pre-application checklist).

☑ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☐ 6. If applicable, a letter indicating that an in-lieu-of park is proposed.

Department of Public Works Signature: Roger Bailey

Date: 7/14/21

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07/21/2021

DEPARTMENT OF PLANNING

DATE: 7/21/221

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: **PROJECT NAME** Leon & Hickam East
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

Blend Communities (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact Brad Burns at (702)-355-1400. Thank you.

Sincerely,

(Signature)

Brad Burns

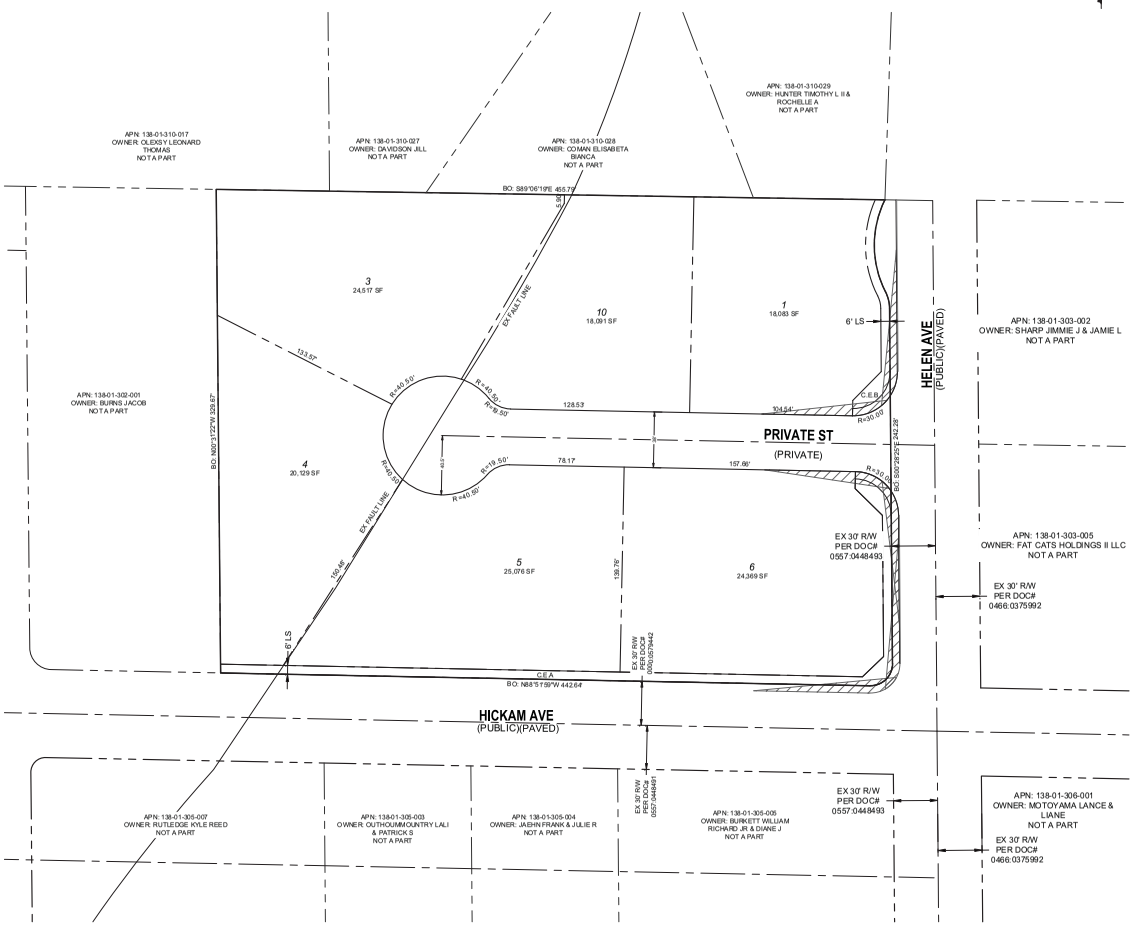
(Print)

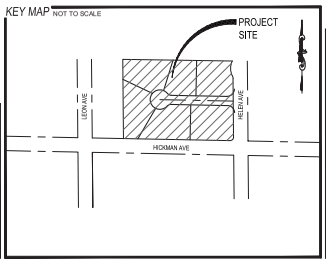
Subscribed and sworn before me

This 21 day of July, 2021.

ELISHA L. SCROGUM
Notary Public, State of Nevada
Appointment No. 03-79901-1
My Appt. Expires Feb 12, 2022

Notary Public in and for said County and State





SCALE: 1" = 50'
50' 25' 50' 100' 150'

WASTEWATER CALCULATIONS

FACILITY TYPE: RESIDENTIAL SUBDIVISION
TOTAL UNITS AT BUILD OUT: 6 HOUSES

AVERAGE FLOW = 0.0015 MGD (6 ERUS)
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EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
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NET ACREAGE:	2.98 ACRES
DENSITY (BASED ON GROSS ACREAGE):	1 UNIT/ LOT
DENSITY ALLOWED:	1 UNIT/LOT
SMALLEST LOT SIZE:	18,323 SF
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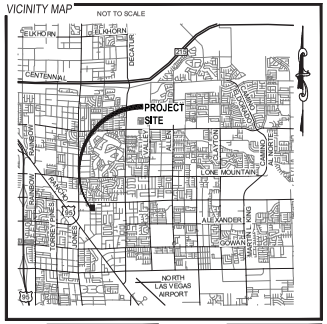

OWNER

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19333 COLLINS AVE #1708
SUNNY ISLES BEACH 33160
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9575 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89149
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FENCE	X X	
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SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0443
08/24/2021

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

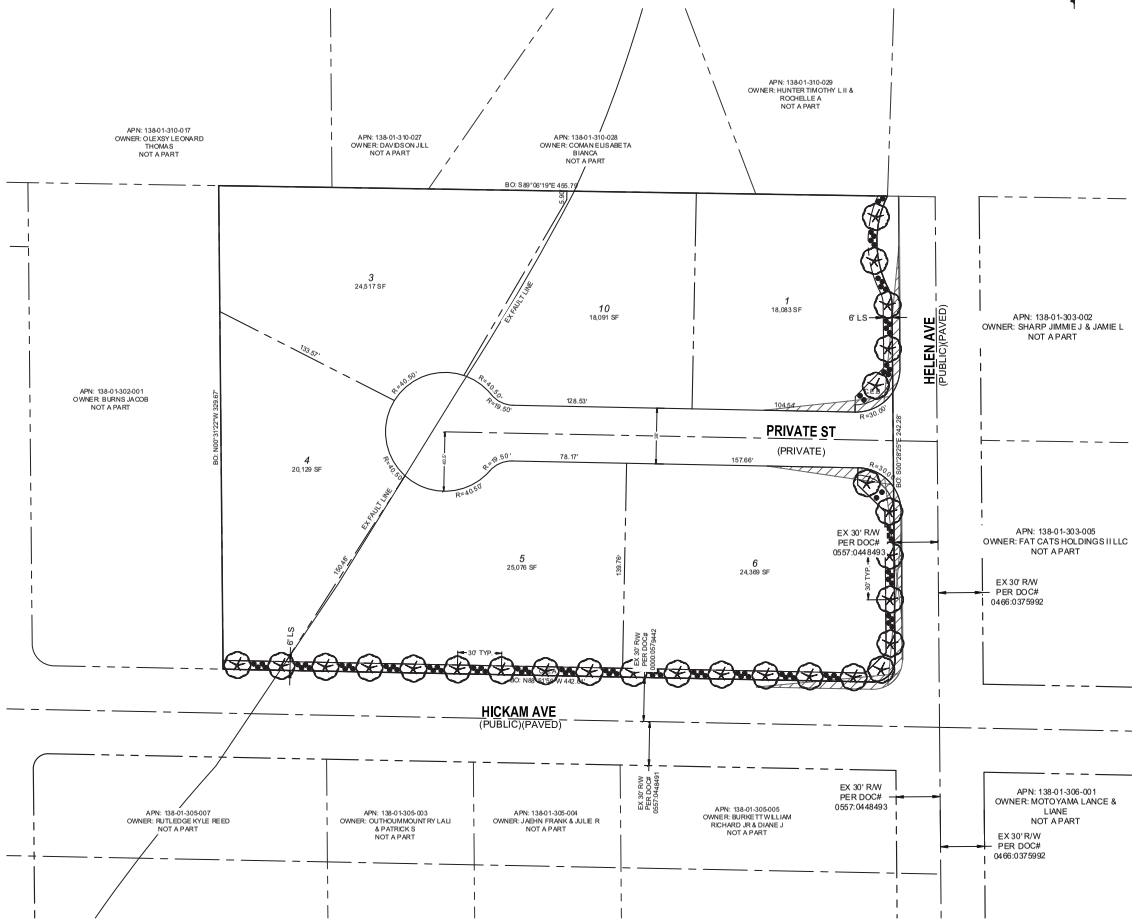
TANEY ENGINEERING
8530 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(760) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
SITE PLAN

DATE: 8/18/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: SP
SHEET NUMBER: 01 OF 01
CLV 0000000

LAST PLOT: Jason Saxon
FILE NAME: I:\TANEY\NV-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TM_HELEN.DWG



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TREE/ PLANT SCHEDULE - SPACING PER LANDSCAPING NOTE, THIS SHEET

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	PER PLAN	24" Box	PER PLAN	AFRICAN SUMAC OR EQUIVALENT	RHUS LANCEA
	PER PLAN	1-5 Gallon	N/A	CLIFF GOLDENBUSH OR EQUIVALENT	ERICAMERIA CUNEATA

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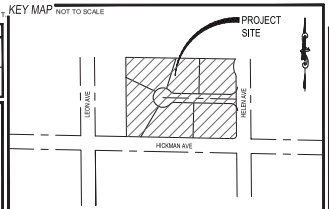

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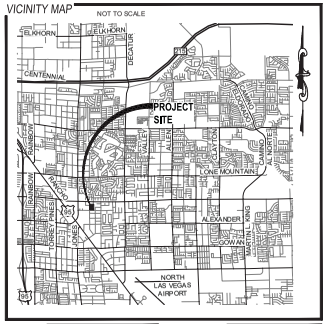

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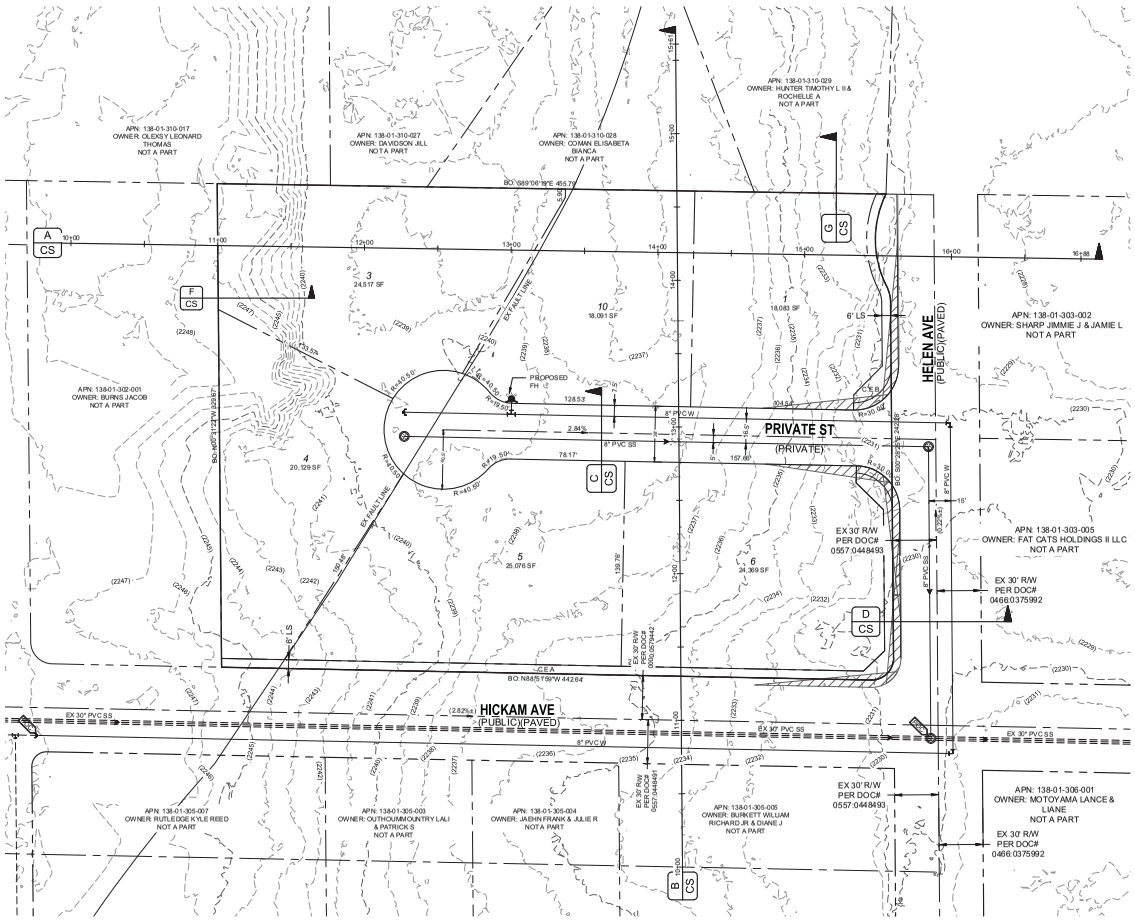
EST. 2000

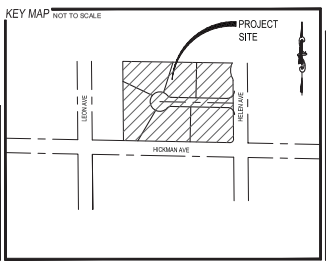
HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
LANDSCAPE PLAN

DATE: 8/18/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: LP
SHEET NUMBER: 01 OF 01

CLV 0000000

LAST PLOT: Jason Savin
FILE NAME: I:\TANEY\NV-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TITLE_HELEN.DWG





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Robert D Cunningham
Digitally signed by Robert D Cunningham
Date: 2021.08.18 13:57:44 -07'00'

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2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES , A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30-FT ON CENTER (ON HICKAM) AND 30 FT ON CENTER (ON HELEN). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

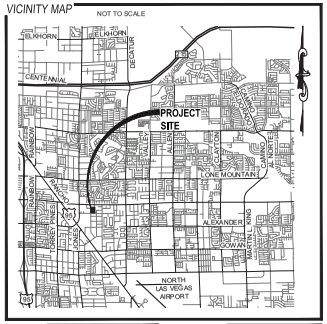
SHRUBS ARE REQUIRED IN ALL BUFFER AREAS, WITH A MINIMUM OF FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE.

GROUND COVERS SHALL BE INSTALLED IN ALL LANDSCAPED AREAS. NON-VEGATATIVE GROUND COVERS SHALL INCLUDE, WITHOUT LIMITATIONS, ROCKS AND SMALL STONE, CRUSHED ROCK AND BARK, INSTALLED TO A MINIMUM DEPTH OF TWO INCHES IN ALL AREAS.

A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

VICINITY MAP

NOT TO SCALE



OWNER

VEGAS HOMES LLC
10333 COLLINS A VE #1708
SUNNY ISLES BEACH 33160
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9575 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89149
(702) 355-1400

UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

BASIS OF BEARING

S 88° 58'22" E
THE NORTH LINE OF SOUTH HALF (S 1/2) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS PER R.P. E FILE 11, PAGE 72 & FILE 12, PAGE 69, CLARK COUNTY, NEVADA.

BENCHMARK

CITY OF LAS VEGAS
BENCHMARK ID OLV0168WW6
CITY OF LAS VEGAS RIVET AND ROUND ALUMINUM PLATE IN TOP CURB AT THE NORTHEAST CORNER OF DECATUR BLVD. AND S AN MIGUEL AVE. NEAR THE PT OF DECATUR BLVD.

LEGAL DESCRIPTION

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTH HALF (N 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 1, TOWNSHIP 20 SOUTH RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY , NEVADA.

LEGEND

	EXISTING	PROPOSED
CONTOUR (1'INTERVAL)		
CONTOUR (5'INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X X	X X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0443
08/24/21

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

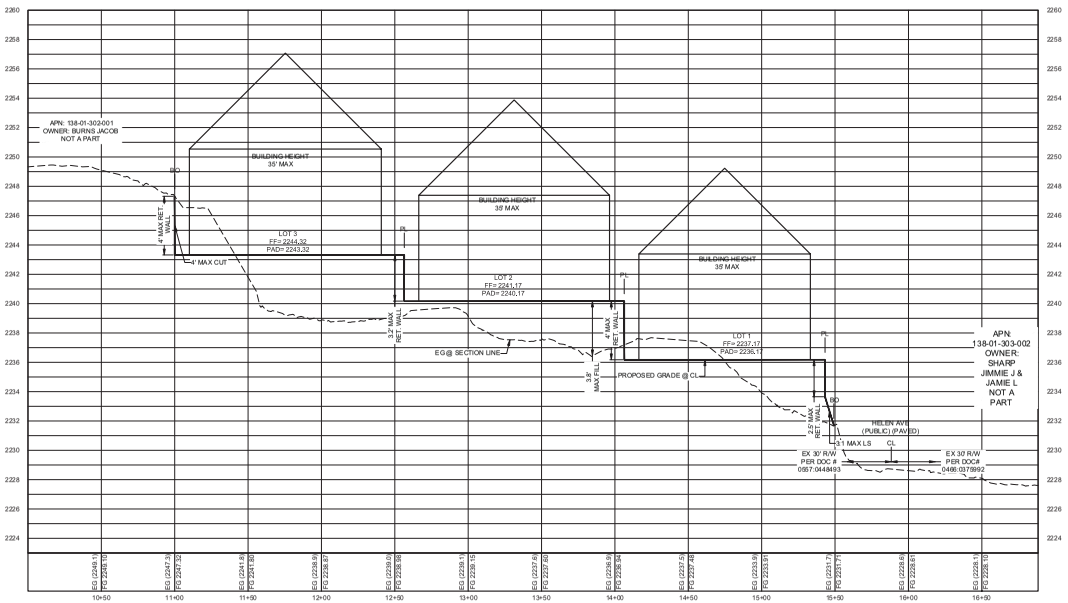
HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
TENTATIVE MAP

PROFESSIONAL ENGINEER
ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 15726

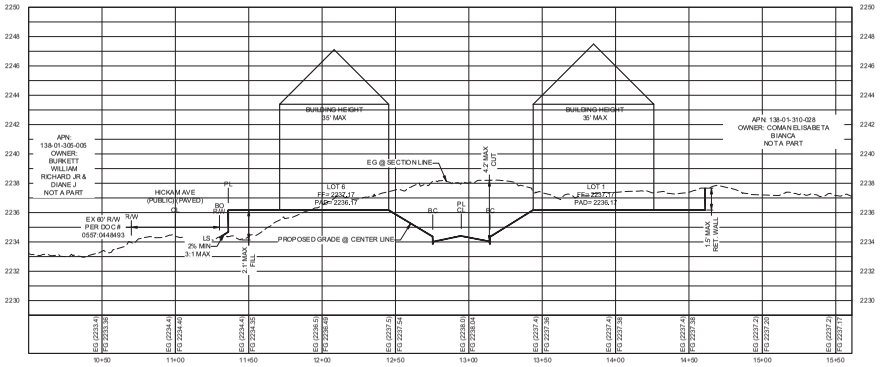
DATE: 8/18/2021
SCALE: 1"=40'
JOB NO: BND-21-003
DESIGNED BY: JS CHECKED BY: RC
SHEET NAME: TM
SHEET NUMBER: 01 OF 01

CLV 0000000

LAST PLOT: Jason Savin
FILE NAME: I:\TANEY\NV-FS\PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TM_HELEN.DWG



PROFILE A
STA: 10+00.00 TO 16+88.33
SCALE: 1"=40' HORIZONTAL; 1"=4' VERTICAL



PROFILE B
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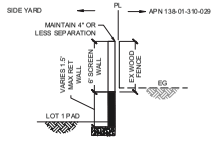
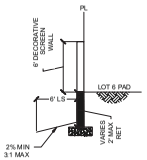
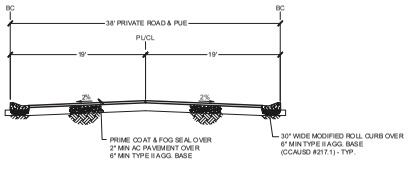


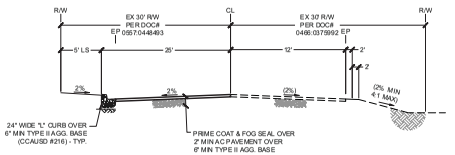
SECTION G
NORTH BOUNDARY
NTS



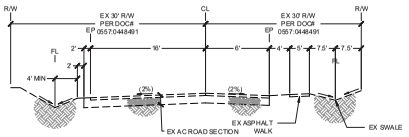
SECTION H
SOUTH BOUNDARY
NTS



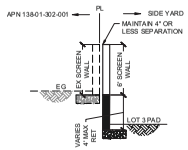
SECTION C
38' PRIVATE ST SECTION
NTS



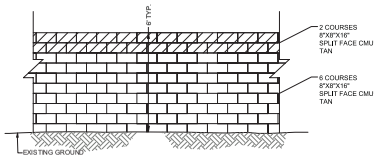
SECTION D
60' HELEN AVE SECTION
NTS



SECTION E
60' HICKAM AVE SECTION
NTS



SECTION F
WEST BOUNDARY
NTS



PERIMETER DECORATIVE BLOCK WALL SECTION
NTS

City Council - Page 781

LAST PLOT: Jason Savin
FILE NAME: I:\TANEY\N-7\5-1\PROJECTS\ACTIVE\BLEND COMMUNITIES I LLC\BND-21-003 - HICKAM & LEON\ENG\1 ENTITLEMENTS\DWG\TM_HELEN.DWG

NO.	DESCRIPTION	BY	SH'TS	APP'C	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(760) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
CROSS-SECTIONS

ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 15726

DATE:	8/18/2021
SCALE:	NTS
JOB NO:	BND-21-003
DESIGNED BY: JS	CHECKED BY: RC
SHEET NAME:	CS
SHEET NUMBER:	01 OF 01
---	---
CLV	0000000

21-0443
08/24/21



21-0443-VAR1 AND 21-0443-TMP1 - APPLICANT/OWNER: VEGAS HOMES, LLC
NORTHWEST CORNER OF HICKAM AVENUE AND HELEN AVENUE

08/10/2021



21-0443-VAR1 AND 21-0443-TMP1 - APPLICANT/OWNER: VEGAS HOMES, LLC
NORTHWEST CORNER OF HICKAM AVENUE AND HELEN AVENUE

08/10/2021

TANEY ENGINEERING
6030 S. JONES BLVD. LAS VEGAS, NV 89118
PHONE: (702) 362-8844 | FAX: (702) 362-5233
TANEYCORP.COM

July 19, 2021
Job No: BRN-21-003

City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: JUSTIFICATION LETTER
HICKAM & LEON EAST

This letter is being submitted in support of the project described above on behalf of our client, Blend Communities, LLC. The applications being submitted include Waivers, Variances, and a Tentative Map.

Project Description

APN(s): 138-01-302-002, 003, & 004
The subject site is generally located on the west side of Helen Ave and the north side of Hickam St. The site is approximately 3.47 gross acres and is proposed to be developed as Single Family Residential with 6 lots and a density of 1 unit per lot.

The plans depict a single-family residential development consisting of 6 residential lots on 4.69 acres with a density of 1 unit per lot. There is a minimum lot area of 18,405 square feet and a maximum net lot area of 18,405 square feet. All proposed lots shall be accessed from the private street with roll curb on both sides of the street. The development will also feature a 6' landscaping strip along Hickam Ave and Helen Ave. Waivers are being requested to allow for no curb, gutter, sidewalk, and streetlights due to the development being zoned R-E and no adjacent properties completing full off-sites. A variance is also being requested to allow for a reduced intersection offset of 194 feet centerline to centerline where 220 feet is required from the private street alignments to the Hickam Ave alignment. The deferral of offsite improvements will be submitted administratively through Public Works, while constructing curb and gutter along Helen Ave. to be consist with what is constructed north of the project to match into existing.

Surrounding Land Use:

	Existing Zone
North	Residence Estates District (R-E)
South	Residence Estates District (R-E)
East	Residence Estates District (R-E)
West	Residence Estates District (R-E)

Variance of Development Standards #1

We are requesting a Variance of Title 19.04.070 to allow no gate on a private street where such is required. We believe that gating this development would not fit in with the surrounding community since no other gated developments are near the project site.

Sincerely,

21-0443
07/21/2021

Jason Spain, E.I. Designer I

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 08/10/2021 **Application Number** 21-0443-TMP1 **Entity** LV

Company Name Blend Communities, LLC

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 355-1400 **Mobile** **Fax** **Email**

Project Name Leon & Hickam East

Project Description 6 Single Family Lots

APN's 138-01-302-002, 003 and 004

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	6	x 0.166=	1	x 0.093 =	1	x 0.131 =	1
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			1		1		1

(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
Parson ES	4100 Thom Blvd	K-5	518	302	3/1/2021
Swainston JHS	3500 W. Gilmore Ave	6-8	1494	1085	3/1/2021
Cheyenne HS	3200 W. Alexander Rd	9-12	2422	1877	3/1/2021

*** CCSD Comments**

☐ Approved ☐ Disapproved

21-0443-TMP1
Vegas Homes, LLC

NWC Hickam Avenue & Helen Avenue

Proposed 6 lot single family subdivision.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DU]	6	9.44	**57**
AM Peak Hour			0.74	**4**
PM Peak Hour			0.99	**6**

Existing traffic on all nearby streets:

Jones Boulevard

Average Daily Traffic (ADT)	18,710
PM Peak Hour	1,497
(heaviest 60 minutes)	

Alexander Road

Average Daily Traffic (ADT)	6,633
PM Peak Hour	531
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Jones Boulevard	41,790
Alexander Road	12,480

This project will add approximately 57 trips per day on Hickam Ave., Helen Ave., Jones Blvd., and Alexander Rd. Currently, Jones is at about 45 percent of capacity and Alexander is at about 53 percent of capacity. With this project, Jones is expected to remain unchanged and Alexander to be at about 54 percent of capacity. Recent counts are not available for Hickam or Leon, but they are believed to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 6 additional cars, or about one every ten minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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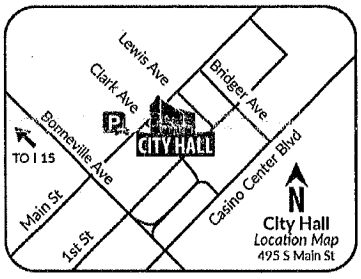

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

City Council Meeting of **11/17/2021**

21-0443
13801304009
HAYGOOD WILLIAM L & SHAENA R
4225 LEON AVE
LAS VEGAS NV 89130-2535

39 MRDFNP1 89130

Hickam Avenue City Council Presentation

December 15, 2021

Agenda Item's #32 & #33

Thank you Madam Mayor. Lex Anderson. I'm the Historian for NARA. The development of these two parcels has been on our wish list for a long time, and especially since it's last proposal in 2015.

This meets our two major objectives of having a single story home RNP zoned compatible interior infill... and for Leon to finally be officially vacated with a pedestrian access for residential use.

We want to comment, that Mr. Strawser had been very accessible to us with this agenda, and this is most appreciated.

Also, Stephanie has been a super star for us with this project. With COVID, and administrative hold ups shutting down access to our Parson Elementary School that we've been using for some 26 years, we have been meeting outside, after hours, at the Road Kill Grill since May of 2020 in the heat, the cold, the wind, and under the lights.

Submitted at City Council
Date 12/15/21 Items 32 & 33
By: Lex Anderson

We had 5 neighborhood meetings with this proposal, and a little weather never phased Stephanie from showing up. So, she gets extra points for Rural Preservation perseverance. And we appreciate it.

There are some outstanding Hickam Road Public Works issues that need to be resolved, and they'll be handled accordingly in time.

The City has Alexander and Gowan Road scheduled for RNP upgrades, and Hickam Avenue needs to be part of that process, supported with advocacy from the "**NARA RURAL PRESERVATION NEIGHBORHOOD PLAN**", which you recall is our **UNLV** Study complement to the West Side **HUNDRED PLAN.**

So, with that, we would appreciate it if you unanimously pass these two agenda items.

Thank you Madam Mayor,

Lex Anderson

Lex Anderson

Submitted at City Council
Date 12/15/21 Item 32 + 33
By: Lex Anderson

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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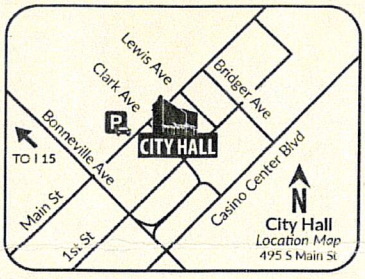

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

City Council Meeting of **11/17/2021**

21-0443
13801410156
WILLIAMS FAMILY TRUST
5845 OLIVINE FALLS AVE
LAS VEGAS NV 89130

39 HRDFNP1 89130

Submitted after final agenda

Date 11/10/2021 Item 53a-53b

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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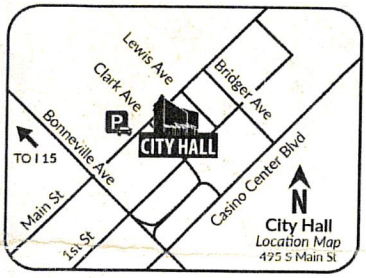

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

City Council Meeting of **11/17/2021**

21-0443
13801710001
STEVENS BURTON G & PATRICE G
4317 N BRADLEY RD
LAS VEGAS NV 89130-2617

39 HRDFNP1 89130

Application Information

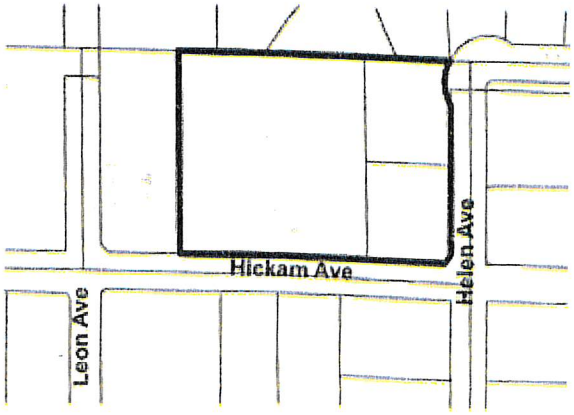
21-0443 - PUBLIC HEARING - APPLICANT/OWNER: VEGAS HOMES, LLC - For possible action on the following Land Use Entitlement project requests on 3.47 acres at the northwest corner of Hickam Avenue and Helen Avenue (APN 138-01-302-002, 003, and 004), R-E (Residence Estates) Zone, Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

21-0443-VAR1 - VARIANCE - TO ALLOW A 38-FOOT WIDE PRIVATE STREET WHERE 47 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON HELEN AVENUE WHERE SUCH ARE REQUIRED

21-0443-TMP1 - TENTATIVE MAP - HICKAM & LEON EAST - FOR A SIX–LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

NO VARIANCE !

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	11/17/2021
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

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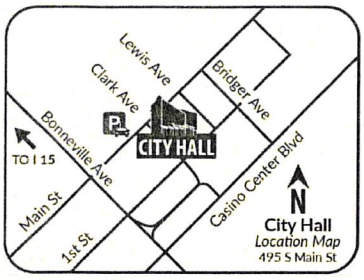

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

City Council Meeting of **11/17/2021**

21-0443
13801310017
OLEXSY LEONARD THOMAS
4301 LEON AVE
LAS VEGAS NV 89130

Submitted after final agenda

Date 11/15/2021 Item 53a - 53b

39 HRDFNP1 89130

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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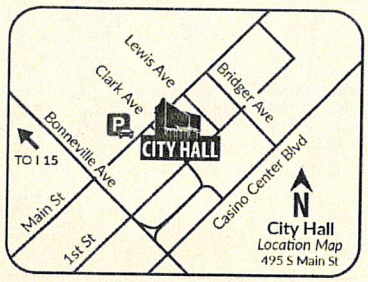
Permit No. 1630



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.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

City Council Meeting of **11/17/2021**

21-0443
13801310009
BERNI RICHARD & LISA REV LIV TR
BERNI RICHARD P & LISA A TRS
5701 PATRICIA AVE
LAS VEGAS NV 89130-2526

Submitted after final agenda

Date 11/15/2021 Item 53a-53b

39 HRDFNP1 89130

KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
STEPHANIE HARDIE ALLEN
sallen@kcnvlaw.com
702.792.7045

RECEIVED
CITY CLERK
2021 NOV 30 P 3:57

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 30, 2021

VIA FAX:
(702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: ***Request for 2 week hold.***
December 1, 2021, Las Vegas City Council Hearing, Items 44-45
Blend Communities, LLC - West (21-0442-VAR1-2 and TMP1) and East (21-0443-VAR1 and TMP1)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be continued from its presently scheduled hearing date of **December 1, 2021** until the City of Las Vegas Planning Commission hearing of **December 15, 2021** to allow more time to work on conditions with the City.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Stephanie H. Allen

SHA/adb
cc: Peter Lowenstein (*via email*)
Lucien Paet (*via email*)
Kelly Woods (*via email*)

Submitted after final agenda

Date 11/30/2021 Item 44a-44c 45a-45b

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
NARA
NORTHWEST AREA RESIDENTS ASSOCIATION
A Rural Preservation Overlay District
Established March 30, 1995

RECEIVED
OCT 04 2021
Dept of Planning
City of Las Vegas

September 13, 2021

To: Planning Commissioner Anthony Williams/Ward 5
From: Rick Berni/NARA President
Ref: Planning Commission Meeting September 14, 2021
Hickam/Leon/Helen Agenda #34 & #35 - Request For Abeyance

Commissioner Williams,

We are requesting that the agendas 21-0442 for 9 homes to be built on the Hickam/Leon parcel and 21-0443 for 6 homes to be built on the Hickam/Helen parcel be put in abeyance for additional dialogue between the applicant and the residents to take place, and for a clear understanding and resolution on the issues that will be agreed upon at both the City Council and with the Final Map.

We had an initial neighborhood meeting at the Santa Fe Casino on August 19. Five things came out of this meeting: (1) Everyone agreed **in principle** that this was a good infill project if done with RNP compatibility, (2) It would be an opportunity to build on the May 20, 2015 City Council meeting that approved a similar project at these two parcels six years ago, (3) It would be an opportunity to get rid of most of the "asphalt path" installed by the City on February 24, 2020 that eliminated the historic RNP horse trail in that area and to replace it with a formal equestrian amenity trail, (4) It will be an opportunity to permanently vacate Leon Avenue at Patricia and with that eliminating the Leon NARA vagrancy "thoroughfare" to Craig Road, (5) It will be an opportunity to insure that the integrity of the 5700 Hickam Avenue west block wall will not be compromised.

The applicant brought along two parcel drawings for the project. There were no building or floor plans or architectural renditions available for consideration. And perhaps most important there was no tentative map for resident assessment. Basically everyone agreed that with single story houses only, the project had infill potential within current zoning criteria. Follow up would

21-0442 & 21-0443

require specifics on the equestrian amenity area along Hickam, the final resolution for either a block wall or crash gate to vacate Leon, and specifics on peak flow drainage resolution going south from Patricia Avenue and from the 9 home residential area to guarantee the 5700 Hickam residential west block wall integrity.

NARA had a short 2nd neighborhood meeting Sunday evening, August 22nd at the Road Kill grill to primarily discuss the Hickam/Leon equestrian amenity area. Without seeing the tentative map, and without knowing amenity width to work with, it was determined that it was reasonable that we had our own copy of the tentative map of these two parcels to have informed conversations and make astute decisions. With this, August 31 we requested Stephanie Allen from Kaempfer/Crowell to obtain a tentative map for us of each of these parcels, and as a backup September 1 we made a City of Las Vegas Open Records Center records request for the two tentative maps.

It could be helpful if you had a chronological history of the "asphalt path" that was laid down almost overnight and replacing the NARA designated horse trail. In an August 24 e-mail to Stephanie Allen it was reinforcing that the applicant's participation to restore the horse trail towards its original identity, purpose and character would be constructive. The "asphalt path history" will be sent to you next week for your reference.

With that, both the 2015 and the current agendas call for trees on the amenity areas. Vegas Homes, LLC has already made a commitment for a specific number of trees to be planted. At the August 19th meeting, Mr. Cunningham remarked about the current drought conditions, and the Cities direction to minimize landscape watering to more of a desert profile. The inclusion of trees in the Hickam/Helen amenity area may need further consideration.

Of special significance is the fact that this project is Rural Preservation infill defined by two 60' wide Local Collector/Local Streets and RNP established 20,000 sq. ft. (+) R-E zoned parcels with the 4700 Hickam Avenue a .98 acre residence. This is not a transitional buffer development. With that there is a commitment for Planning to insure a harmonious and consistent compatibility for this infill to accommodate and sustain the RNP community integrity and identity.

The applicant justification for only a 4' high block "retaining wall" needs to be addressed.

The May 1, 2019, Bill 2019-7 to amend Title #19. 06.060 and reduce the minimum R-E area from 20,000 sq. ft to 18,000 sq. ft. that allows a higher density of housing does not redefine Rural Preservation standards. RNP standards to sustain the original intent and purpose of the 2005 ordinance remain. Urban "complete street" standards also need to accommodate and be in consideration with sustaining suburban Rural Preservation character.

As a Title #19.10.010 Special Purpose District, Overlay Districts have identity based "special characteristics" and "require special zoning regulations to establish and maintain the character of those areas". Referenced with this ordinance are "special regulations regarding land use", to include, "buildings and structures, building height, building site areas, setback requirements, landscaping, streetscape and aesthetic characteristics and any other item or concern regulated by this Title."

The 2015 Hickam Road agendas concluded with three abeyances. And it was passed with an overwhelming opposition based on the notification cards received. With good dialogue and comprehensive information from the Planning Department and the other departments, this agenda should go to the City Council in a relatively short time. The immediate objective to make progress is to acquire a copy of the tentative map and get specific equestrian trail amenity width dimension for the reasons previously stated.

Again, this proposal is not urban infill, or transitional or peripheral RNP buffering housing. This is interior Rural Preservation R-E zoned housing infill under the May 2019 higher density standard, surrounded by established half acre and larger RNP residences. It is to conform with Rural Preservation identity and character to include lifestyle, large animal husbandry and inclusion with NARA as a Title #19 based RNP ordinance and within the Centennial Hills Master Plan. There is at least one cow only three houses from the applicant's property line. And new residents at this development will be allowed to have goats and chickens under ordinance. The new home buyers need to be aware of this.

It would be unreasonable and irresponsible for the NARA residents with a commitment to sustain Title #19.10.180 Rural Preservation Overlay District identify, integrity and character to go forward to the City Council at this time without basic issue resolution. With that we respectfully request a 30 day abeyance so we can obtain a tentative plan, get specifics from the Planning Department on some of the issues, and move forward in a responsible manner.

Thank you,

Lex Anderson

Rick Berni/NARA President
E-mail: rberni@cox.net

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

Misplaced the signed copy @ Rick's. It'll be on file

City Of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

RECEIVED
OCT 04 2021
Dept of Planning
City of Las Vegas

September 16, 2021

To: Mr. Alex Strawser, AICP
Department of Planning/Case Planning,
495 S. Main Street, 3rd Floor
Las Vegas, Nevada 89101

From: Lex Anderson/NARA Historian - Northwest Area Residents Association

Ref: Hickam & Leon/Helen Agendas 21-0442 & 21-0443.
Request for Specific Hickam and Helen Amenity Area Measurements.

Mr. Strawser,

At a visit to the Customer Information Desk on the first floor we were advised that you are the case manager for our "historic" Hickam Avenue agenda. If in fact the case manager is someone else, we would appreciate it if you would pass it on.

We think we have an opportunity to get this agenda done in the shortest time possible. When this was an agenda in 2015 it took 3 abeyances. With just a few concrete assurances we should be able to expedite this to the City Council and get it off your list and ours.

The one issue that is putting everything on hold for us is how to address the amenity area. Vegas Homes is not going to compromise an inch to accommodate an enhanced amenity zone. We understand this. We have to work with whatever Traffic Engineering and/or Planning will designate as the "legal" width for making this happen. If you can have someone drop off a hard copy drawing to Diane at Customer Service of the specific dimensions/specifications of Hickam and Helen local collector/local streets, where the Vegas Homes property line is, where the Hickam and Helen street lines are, and what the width is that we have to work with, we can pick it up and expedite a neighborhood meeting (or two) for the scheduled October 12th Planning Commission Meeting.

We need this and a hard copy of the tentative map to proceed. With the egregious D.R. Horton/Mosiac Falls agenda outcome experience/history, at the August 29th Road Kill Grill neighborhood meeting it was agreed that we could not proceed without a hard copy of the tentative map for documentation and reference. August 30th, Planning Customer Service staff walked us through submitting for a copy through the City Open Records Request process. With that, in the interest of everyone concerned, we e-mailed Stephanie asking if she would also provide us with a copy.

We had a follow up Road Kill Grill neighborhood meeting on September 13 discussing the issues of; single story only, height of the block wall, Leon vacate with a crash gate vs. block wall, Hickam/Leon peak flood flow impact on the 5700 Hickam Avenue west block wall, and the prominent issue of the Hickam/Helen amenity area. It would be professionally inconceivable that Vegas Homes will not have specific architectural renditions of the proposed homes to be built by the City Council date. There will be no "blank slates" with this agenda. We will also be asking for a sign off on the Final Map.

Not a requirement per NRS 278.4713 + Title 19.16.050

September 13th Stephanie advised that one of her staff (Linda) would send us a tentative map copy of the two parcels. With that, and the specifics on what we are legally allowed to work with for a Hickam and Helen amenity area, we should be able to make the October 12 Planning Commission item quick, specific, and constructive. We need to get these two parcels "off our list". Vegas Homes wants their money. And Planning needs to get this out of their "in box". NARA is really trying hard to make this all happen. With that, we have **5 agendas** on our plate! Being "popular" can be very demanding.

Again, if you can have someone get us the numbers/dimensions for the Hickam/Helen amenity areas we will get to work!

Thank you,

Lex Anderson

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

Attaching a copy of our letter to Commissioner Williams, and Jacob Burns letter, to you just for your reference.

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Preservation Overlay District

Established March 30, 1995

RECEIVED

OCT 04 2021

Dept of Planning
City of Las Vegas

October 4, 2021

To: Mr. Alex Strawser, AICP
Department of Planning/Case Planning
City Hall/3rd Floor
495 S. Main Street
Las Vegas, Nevada 89191

From: Northwest Area Resident's Association (NARA)

Ref: Vegas Homes Proposal For A Hickam/Leon 9 Home 4.69 Acre Development, With A Variance #21-0440 For Street Width And As A "Stub Street".

Mr. Strawser,

Residents have received the Public Hearing Information mailer for the Nevada Homes to "street stub" Leon Avenue instead of a cul-de-sac, and decrease the street width from 47' to 38'.

This is nonsense. NARA will vehemently oppose these two variance proposals. This is corporate arrogance and greed, and fundamentally a land grab effort to increase the development size asset. And these two variances are inconsistant for complimenting Rural Preservation within the NARA community.

- This proposed 9 home R-E zoned Vegas Homes agenda is not in an urban setting subject to generic urban variance considerations. This is in a Rural Preservation neighborhood (Title #19.10.180), and an Overlay District (Title #19.10.010) subject to "special considerations" by ordinance to insure RNP sustainability and original intent and purpose. Any proposed variance that will deviate from the defined community identity and standard is not acceptable.
- This 9 home R-E proposal is not in a Rural Preservation transitional zone or peripheral boundary location. This is an internal parcel surrounded by 1/2 acre and much larger RNP residential properties. The objective of Vegas Homes needs to be one of assimilating within this established

community, rather than lowering community identity and character to a lesser standard. A 38' wide "stub street" to a new R-E defined neighborhood within the local immediate community does not present as being consistent and compatible with the defined RNP profile.

- Again, this variance request is corporate arrogance. The City of Las Vegas has already been more than generous with its May 1, 2019 Bill 2019-7 "gift" for developers decreasing R-E from 20,000 sq. ft. min., to 18,000 sq. ft min. With this developers can significantly increase their overall project volume for sales, and their bottom line. This change has special significance with this agenda. The project was initially presented, and generally agreed upon at the August 19, 2021 neighborhood meeting as a replication of the 2015 development that was not built. With the amendment of Title #19.06.060, Vegas Homes now has the luxury of having smaller lot sizes on the same 2015 parcel. With that, the developer squeezed in an additional 9th home. If Vegas Homes has to "sacrifice" the 9th home to accommodate the necessary Leon Avenue width, cul-de-sac, emergency access, or amenity area, so that their smaller proposed project will compliment the surrounding Rural Preservation neighborhood and not redefine it, then that is what needs to be done in compliance with Overlay District "special considerations" as an ordinance for community integrity and sustainability.

Additionally, if Vegas Homes has a commitment to build this project, there will be a curbed horse trail amenity area on Hickam replacing the non functional February 24, 2020 "asphalt path", and there will be a curbed horse trail amenity area on Helen as part of the agenda conditions. For your reference, attached are 8 X 10 copies of the established/historic road shoulder horse trail larger maps that include Hickam and Helen Avenues.

The Hickam "asphalt path" afterthought is destine to be short lived. A historical write up on this is pending from our archives documentation. With our periodic northwest storms, Hickam is a "river" sufficient to float a canoe down at times. Mr. Burns took cell phone video of this the last time we had a local deluge and run off from Rancho/Jones. Three, or maybe four more significant storms will undercut the

asphalt path. (We have photos.) A curbed horse trail/walking path as an enhanced RNP amenity, (like on Leon Avenue), would go a long way in helping to direct the "Hickam River" straight to Bradley where it is diverted north to Craig Road. The curbed equestrian/walking trail example of what the City of Las Vegas has proposed for the north side of Alexander Road in conjunction with the revision of Alexander Road with the storm drain conduit project would work well on Hickam for the same reasons.

Bonn Court, Asbury Court, Lake Tahoe Street, and other short dead end 60 foot wide interior NARA street locations terminate with a cul-de-sac. So can Leon. This 47' minimum is already a step down from the 60' wide Leon Avenue continuation. There are no "stub streets" in our community. How would a "stub street" (1) compliment RNP compatibility, (2) accommodate emergency vehicle access, and (3) mitigate peak storm runoff impact on the 5700 Hickam Avenue west block wall from the completed development?

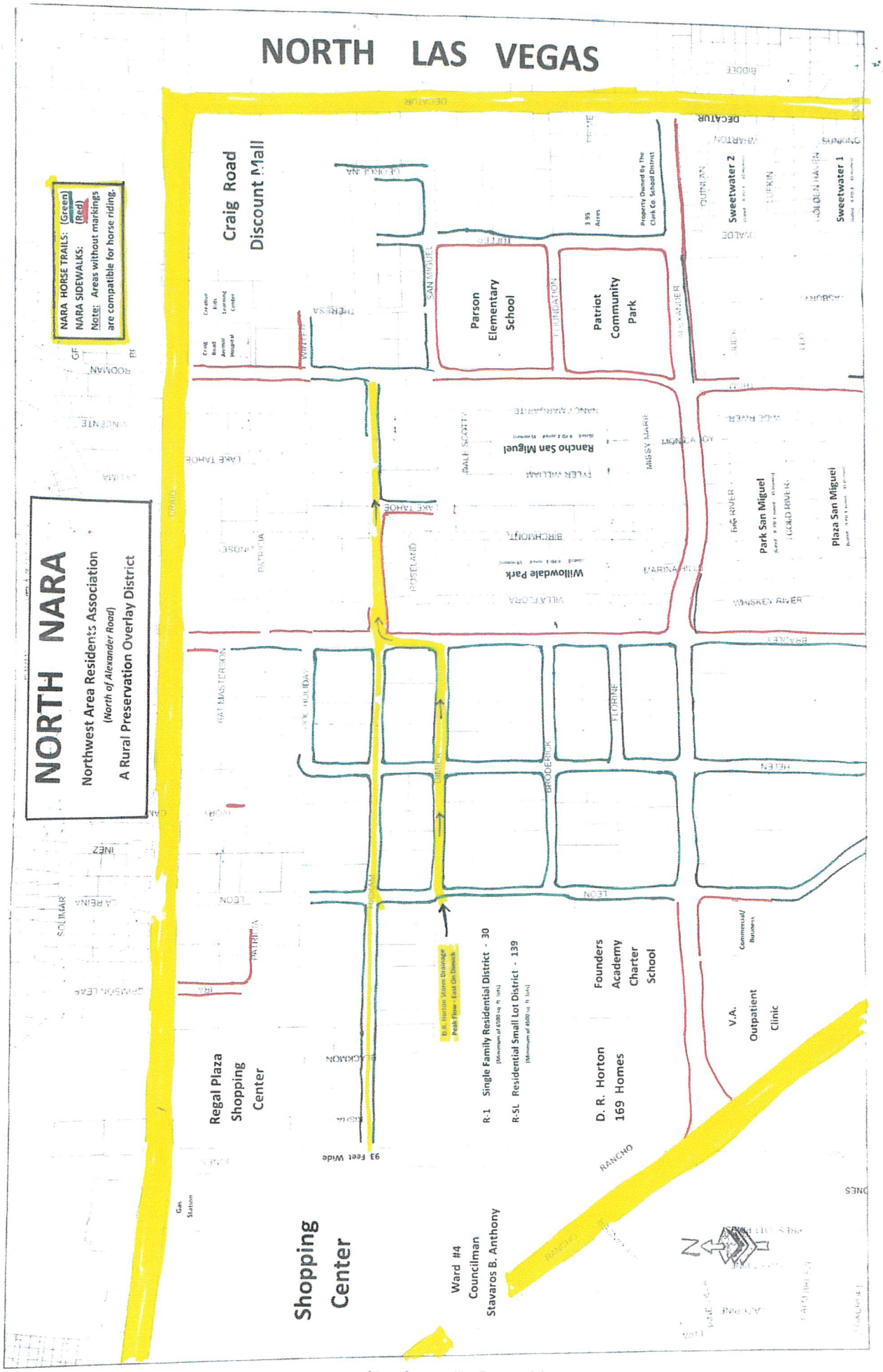
With numerous previous agendas, Kaempfer Crowell and Stephanie Allen know our RNP neighborhood association well over the years. And we know them. This is an "in your face" variance proposal with standard operating procedure strategy. Again, these two variance requests are nonsense, and in this particular case corporate arrogance. With that, NARA opposes these variances as not being in compliance with and supporting Rural Preservation from its 2005 identity, intent and purpose as an ordinance, and do not present as a consistent and harmonious project development enhancement or complement to the NARA RNP community.

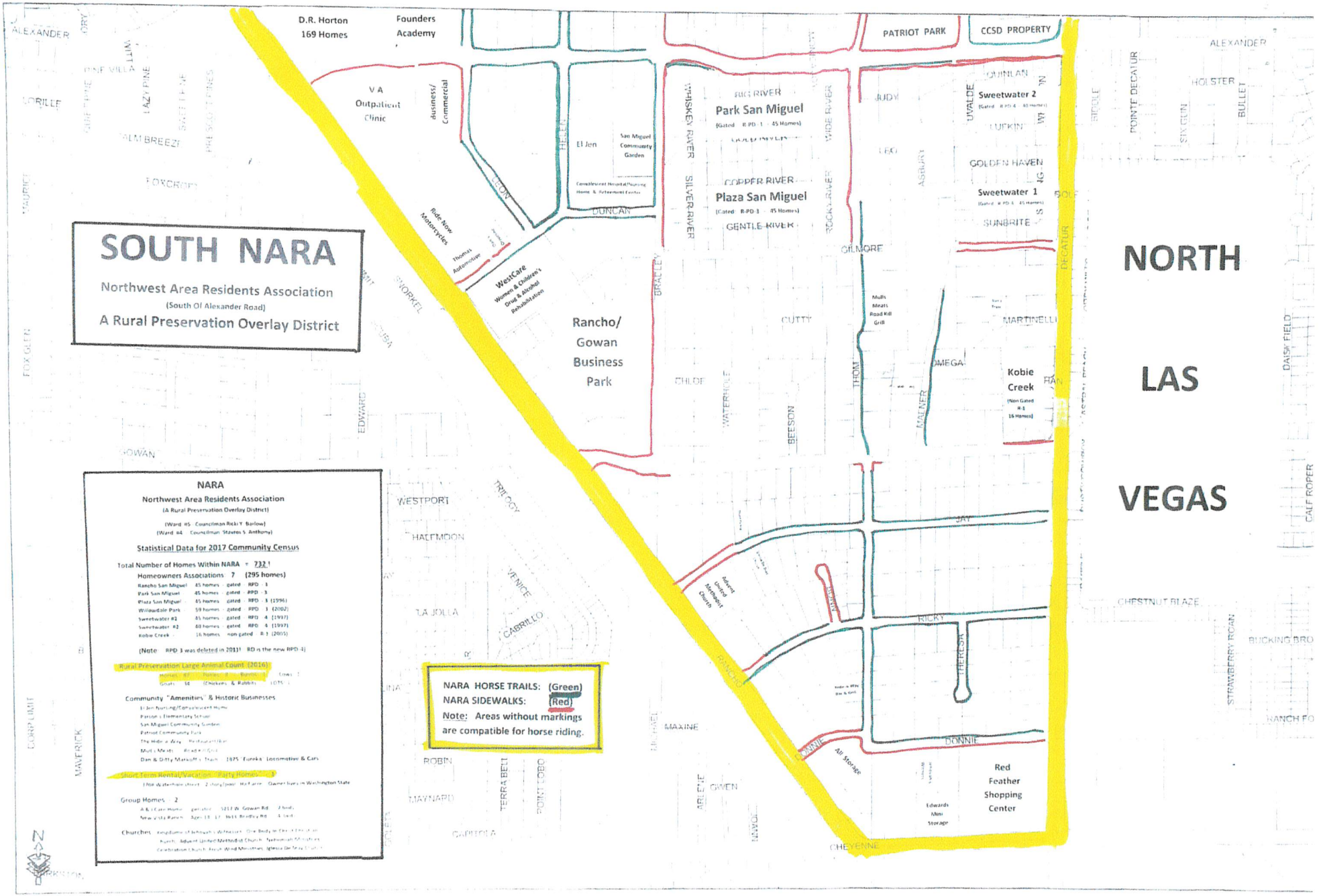
Respectfully,

Rick Berni/NARA President
E-mail: rberni@cox.net

Lex Anderson/NARA Historian
E-mail: lexmar3709@cox.net

Atch: NARA historic road shoulder horse trail designation maps.


NORTH LAS VEGAS
NORTH NARA
Northwest Area Residents Association
(North of Alexander Road)
A Rural Preservation Overlay District
NARA HORSE TRAILS: (Green)
NARA SIDEWALKS: (Red)
Note: Areas without markings are compatible for horse riding.
Craig Road Discount Mall
Parson Elementary School
Patriot Community Park
Sweetwater 2
Sweetwater 1
Rancho San Miguel
Willowdale Park
Park San Miguel
Plaza San Miguel
Regal Plaza Shopping Center
Shopping Center
Ward #4 Councilman Stavaros B. Anthony
D. R. Horton Storm Drainage Peak Flow - East On Dimick
R-1 Single Family Residential District - 30
R-SL Residential Small Lot District - 139
D. R. Horton 169 Homes
Founders Academy Charter School
V.A. Outpatient Clinic
93 Feet Wide
Property Owned By The Clark Co. School District
3.95 Acres
Gas Station
Commercial/ Business
DECATUR
RANCHO
LEON
HELEN
BRADLEY
FLORINE
BRODERICK
DIMICK
BLACKMON
NISHA
PATRICIA
LAKE TAHOE
ROSELAND
BIRCHMONT
MARINA HILLS
WHISKEY RIVER
BIG RIVER
COLD RIVER
WIDE RIVER
MONICA JOY
MISSY MARIE
TYLER WILLIAM
DALE SCOTTY
NANCY MARGARITE
SAN MIGUEL
FOUNDATION
ALEXANDER
THERESA
WINTER
GEORGINA
QUINLAN
LUFKIN
WHARTON
BIDDEE
RODMAN
VINCENTE
LA LIMA
LINDSEY
PATRICIA
GAT MASTERSON
DOC HOLIDAY
IVORY
INEZ
LA REINA
SOLIMAR
GRIMSON LEAR
IRA
CRAIG


SOUTH NARA
Northwest Area Residents Association
(South Of Alexander Road)
A Rural Preservation Overlay District
NORTH LAS VEGAS
D.R. Horton
169 Homes
Founders Academy
PATRIOT PARK
CCSD PROPERTY
V A Outpatient Clinic
business/ Commercial
El Jon
San Miguel Community Garden
Park San Miguel
Plaza San Miguel
Sweetwater 2
Sweetwater 1
Kobie Creek
Rancho/ Gowan Business Park
WestCare
Women & Children's Drug & Alcohol Rehabilitation
Ride Now Motorcycles
Thomas Automotive
Mulls Meats Road Kill Grill
Red Feather Shopping Center
NARA HORSE TRAILS: (Green)
NARA SIDEWALKS: (Red)
Note: Areas without markings are compatible for horse riding.
NARA
Northwest Area Residents Association
(A Rural Preservation Overlay District)
(Ward #5 Councilman Robert Barlow)
(Ward #4 Councilman Stavros S. Anthony)
Statistical Data for 2017 Community Census
Total Number of Homes Within NARA = 732 !
Homeowners Associations 7 (295 homes)
Rancho San Miguel 45 homes gated RPD 3
Park San Miguel 45 homes gated RPD 3
Plaza San Miguel 45 homes gated RPD 3 (1996)
Willowdale Park 59 homes gated RPD 3 (2002)
Sweetwater #2 85 homes gated RPD 4 (1997)
Sweetwater #2 60 homes gated RPD 4 (1997)
Kobe Creek 16 homes non-gated R-1 (2005)
(Note RPD 3 was deleted in 2013! RD is the new RPD 4)
Rural Preservation Large Animal Count (2016)
Community "Amenities" & Historic Businesses
Short Term Rental/Vacation Party Homes 3
Group Homes 2
Churches
ALEXANDER
GOWAN
WESTPORT
HALFMOON
LA JOLLA
ROBIN
MAYNARD
CARLEGA
CHEYENNE
MAXINE
GWEN
RICKY
DONNIE
CHESTNUT BLAZE
GILMORE
MARTINELLI
CUTTY
DUNCAN
JUDY
GOLDEN HAVEN
SUNBRITE
QUINLAN
LUCKIN
HOLSTER
BULLET
POINTE DECATUR
DAISY FIELD
CALF ROPER
STRAWBERRY ROAN
BUCKING BRO
RANCH FO
DECATUR
RANCHO
CABRILLO
VENICE
TRILOGY
EDWARD
BRADLEY
CHILDS
WATERHOUSE
BEESON
THOM
OMEGA
MAINER
ASBURY
LEO
TERRA BELL
POINT LOBO
MICHAEL
ARLENE
MAVERICK
CORP LIMIT
FOX GLEN
MAURICE
CORILLE
ALMA BREEZE
FOXCROFT
LAZY PINE
PINE VILLA
Edwards Mini Storage
All Storage
Adventist United Methodist Church
Advent Northwest Church
BIG RIVER
COPPER RIVER
GENTLE RIVER
SILVER RIVER
WHISKEY RIVER
WIDE RIVER
ROCKY RIVER
UVALDE
N
S
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W

NARA ARCHIVES - 25 Years Of Documentation



RECEIVED
OCT 04 2021
Dept of Planning
City of Las Vegas

5700 Hickam Avenue
Las Vegas, Nevada 89130
September 14, 2021

Hi Rick,

Sorry I couldn't make it to the neighborhood meeting last night, but wanted to take a moment to share with you my thoughts regarding the new development on Hickam, specifically regarding what is going to happen to my west block wall over time as a result of storm related water runoff.

As you know, regular storm activity in the Northwest causes Hickam to flood from all the water coming down from Jones. You may recall that I sent out a video of the "Hickam River" the last time we had a good rain. You can see that it has even started to wash out the asphalt sidewalk outside of my house.

Looking at the online information from builder, it looks like they want to make the Leon street access to the project entrance more narrow, which would certainly give them more building space, but would also potentially create a greater impact on my block wall, not to mention the additional "peak storm flow water" draining south from Patricia that adds to it. So In the spirit of not wanting to make the existing problem worse, we may want to be cautious about any changes that make the Leon access to the project front entrance more narrow.

For example, when Sweetwater was built the historic residential drainage from Gilmore was taken away without foresight and one house over on Ashbury Court ended up with 2 feet of water in their back yard, causing their basement to flood. They actually had to break holes in the Sweetwater block wall with a sledgehammer to let the water escape.

Then when D.R. Horton changed their Mosaic Falls east drainage plan that we supported designed to have water drain straight down Dimick, they ended up building that causes water to flow to that big low spot further south, flooding the vacant lot, the front yard of the house to the north, as well as the house next to it through the side gate. It floods both Lean traffic lanes and persists for days while the vacant lot soaks it up.

Now with this new development on Hickam, we have an opportunity to be proactive and avoid these problems rather than be forced to continually react to them. For example, an additional short retaining wall could be built next to my block wall so the force from across the street would hit that first, or Leon can be paved with the east side elevated higher specifically to lessen the flow impact. Can the city make an onsite objective assessment of this, and work with NARA on a solution that works for everyone?

Regarding whether the Leon vacate should be a block wall or a crash gate, I don't have a strong preference. From what I understand, the justification for the vacate of Leon is based on cutting off the NARA interior vagrancy route that goes from Gowan to Craig, and avoiding the problems associated with that which we've talked about in past meetings. I do know that last year Rancho San Miguel had to replace their east flood gate fence on Thom when it was damaged by kids who were climbing over it as a short cut to get to Parson School, so maybe a block wall would be a better deterrent, as it would also send a better permanent "vacate" message.

I'll try to make more meetings when work allows. Please feel free to forward this on to Planning for their consideration so they can talk to whoever makes these flood control decisions on residential property. I sincerely hope we can learn from our past mistakes, and do this project in such a way that not only makes the developer happy, but also keeps our neighborhood safe.

Thank you,

Jake Burns

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

KAEMPFER CROWELL
ATTORNEYS AT LAW
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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

September 13, 2021

Via Fax: (702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 30 Day Hold
City of Las Vegas Planning Commission Items 34 & 35
Blend Communities, LLC – Hickam Avenue & Leon Avenue
West (21-0442-VAR1-TMP1) and East (21-0443-VAR1-TMP1)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that these applications be continued from the presently scheduled hearing date of **September 14, 2021** until the City of Las Vegas Planning Commission hearing of **October 12, 2021** to allow time to work with staff on added variance applications.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,

KAEMPFER CROWELL



Stephanie H. Allen

Submitted after final agenda

SHA/adb
cc: Peter Lowenstein (*plowenstein@lasvegasnevada.gov*)
Eric McCammond (*emccammond@lasvegasnevada.gov*)

AGENDA ITEMS 34A-B & 35A-B
RECEIVED 09.13.21
09.14.21 PC MEETING

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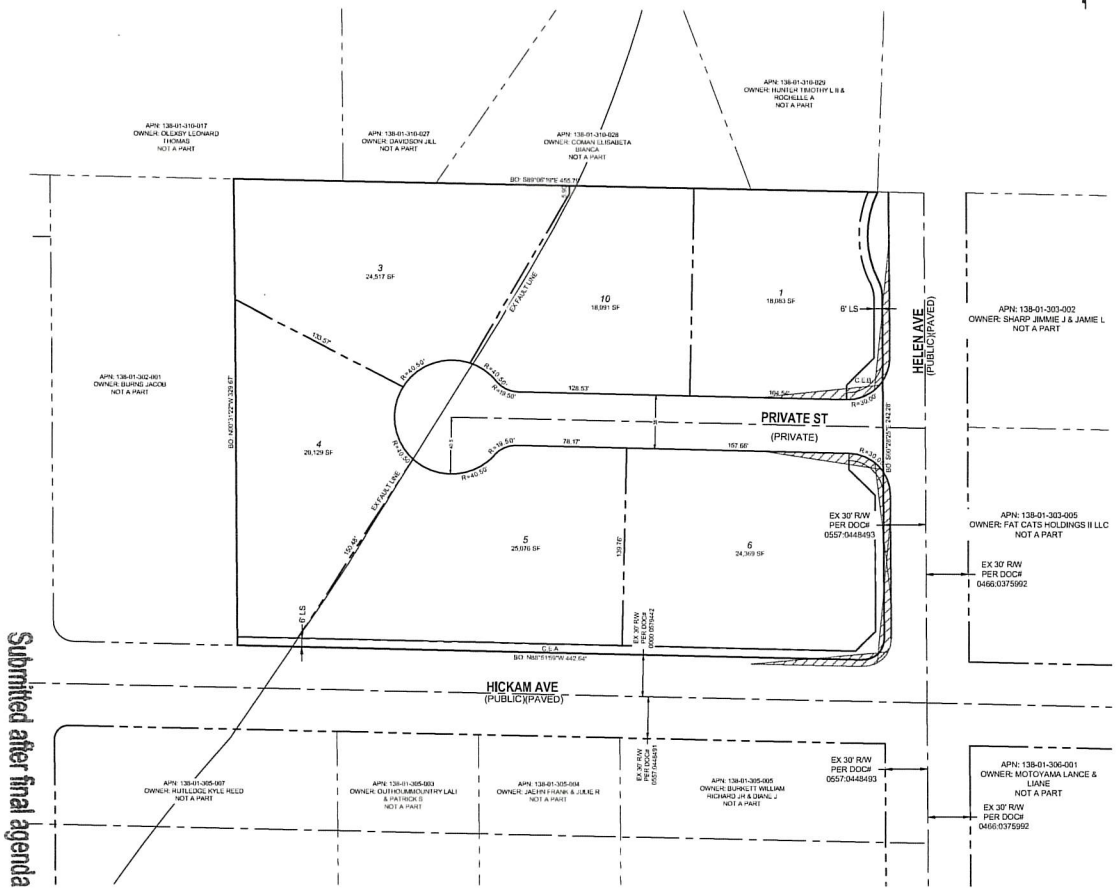
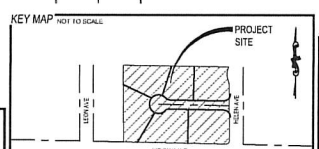
AGENDA ITEM #35
Submitted after final agenda







WASTEWATER CALCULATIONS

FACILITY TYPE: RESIDENTIAL SUBDIVISION
TOTAL UNITS AT BUILD OUT: 6 HOUSES

AVERAGE FLOW = 0.0015 MGD (6 ERUS)
PEAK FLOW = 0.0053 MGD (21 ERUS)
PEAK + WET WEATHER = 0.0066 MGD (26 ERUS)

CALCULATIONS:
AVG FLOW = 6 X 90,000 GAL X 1 MG = 0.0015 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0015 X 3.5 = 0.0053 MGD
PEAK + WET WEATHER FLOW = 0.0053 MGD X 1.25 = 0.0066 MGD

PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-01-302-002, 003, & 004
PROPOSED USE OR PROPERTY:	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
TOTAL PROPOSED LOTS:	6 LOTS (TYP.) / 6 LOTS (COMMON LOTS)
GROSS ACREAGE:	3.47 ACRES
NET ACREAGE:	2.98 ACRES
DENSITY (BASED ON GROSS ACREAGE):	1 UNIT/ LOT
DENSITY ALLOWED:	1 UNITS/LOT
SMALLEST LOT SIZE:	18,323 SF
LARGEST LOT SIZE:	26,566 SF
AVERAGE LOT SIZE:	21,706 SF
MINIMUM LOT SIZE ALLOWED:	18,000 SF
MAXIMUM HEIGHT ALLOWED:	35 FT

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
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HPG	HIGH PRESSURE GAS	UBC	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTER LINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X X	X X X
POWER POLE		
STORM DRAIN MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE MANHOLE		
WATER LINE		
STREETLIGHT		

UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

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CALL 811
OR 1-800-227-2600

CONNECTIVITY

1 LINK
1 NODES
RATIO: 1/1=1
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTION STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	20'	20'
FRONT GARAGE:	20'	20'
INTERIOR SIDE:	10'	10'
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DEVELOPMENT NOTES

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VICINITY MAP

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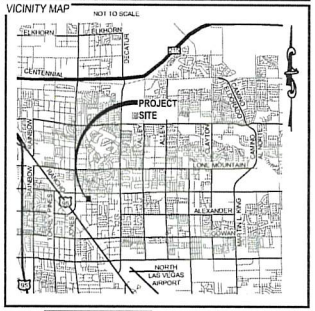

OWNER

VEGAS HOMES LLC
10333 COLLINS AVE #1708
BUNNY ISLES BEACH 33160
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9975 WEST LA MANCHA AVENUE
LAS VEGAS, NV 89149
(702) 355-1400

UTILITY DISCLAIMER

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S 88° 58'22" E
THE NORTH LINE OF SOUTH HALF (S ½) OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M. AS PER R.P.E. FILE 11, PAGE 72 & FILE 12, PAGE 69, CLARK COUNTY, NEVADA

BENCHMARK

CITY OF LAS VEGAS
BENCHMARK ID:LVVBRDWW6
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LEGAL DESCRIPTION

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21-0443
08/24/2021

DATE:	8/18/2021
SCALE	1"=40'
JOB NO:	BND-21-003
DESIGNED BY	JS
CHECKED BY	RC
SHEET NAME:	SP
SHEET NUMBER:	01 OF 01
	—
CLV	0000000

NO.	DESCRIPTION	BY	SHTS	APPR	DATE
	REVISIONS				

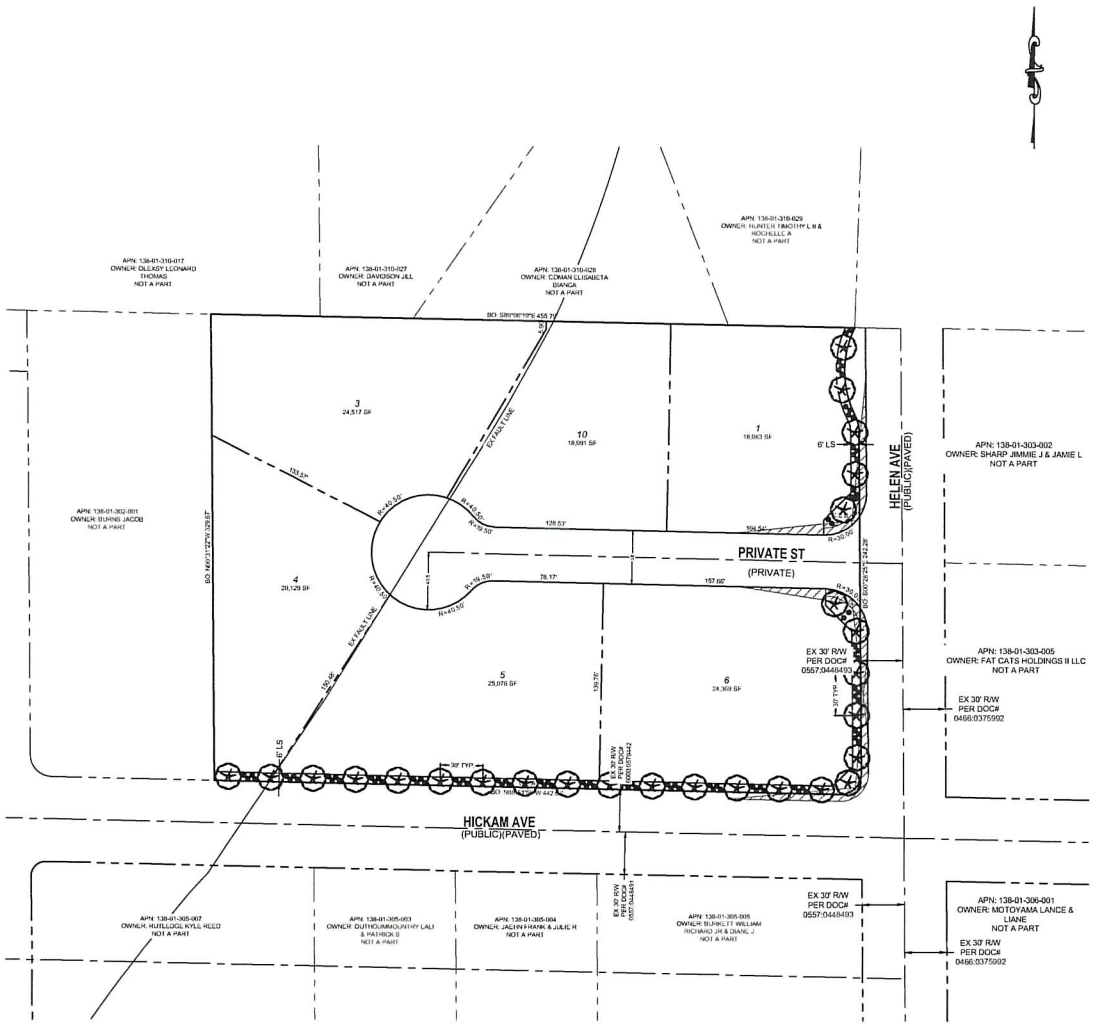
BLEND COMMUNITIES, LLC

TANEY ENGINEERING
9125 S. JONES BOULEVARD
LAS VEGAS, NEVADA 89139
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
SITE PLAN

AGENDA ITEM #35



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VICINITY MAP

NOT TO SCALE



OWNER

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19333 COLLINS AVE #1708
SUNNY ISLES BEACH 33160
(702) 355-1400

DEVELOPER

BLEND COMMUNITIES
9675 WEST LA MANCHA AVENUE
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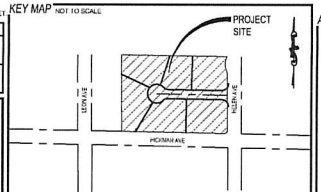
TREE/ PLANT SCHEDULE

*SPACING PER LANDSCAPING NOTE, THIS SHEET

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	PER PLAN	24" Box	PER PLAN	AFRICAN SUMAC OR EQUIVALENT	RHUS LANCEA
	PER PLAN	1-5 Gallon	N/A	CLIFF GOLDENBUSH OR EQUIVALENT	ERICAMERIA CUNEATA

KEY MAP

NOT TO SCALE



ABBREVIATIONS

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LEGEND

	EXISTING	PROPOSED
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POWER POLE		
STORM DRAIN INLET/MH		
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EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0443
08/24/2021

PROJECT INFORMATION

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PROPOSED ZONING:	H-L
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NO	DESCRIPTION	BY	APPR.	DATE
	REVISIONS			

BLEND COMMUNITIES, LLC

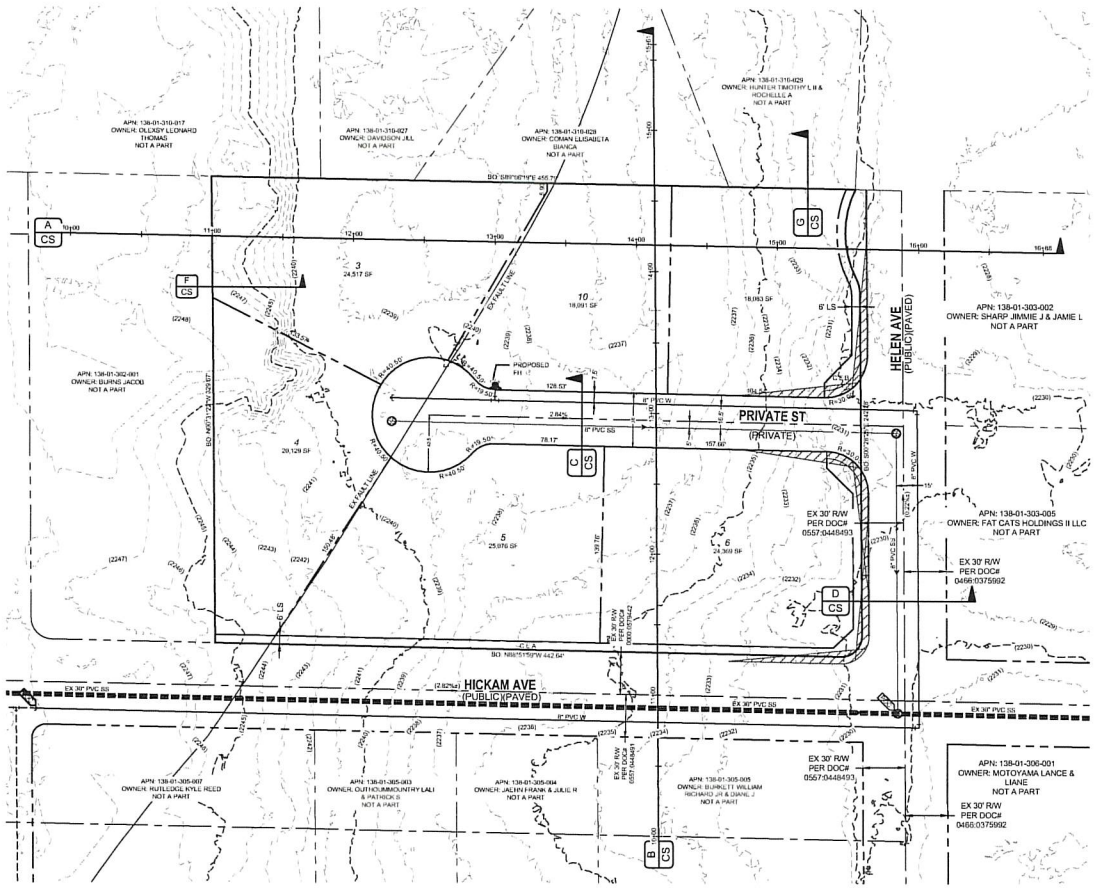
TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NEVADA 89118
(702) 362-8844 EMAIL INFO@TANEYCORP.COM

EST. 2000

HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
LANDSCAPE PLAN

DATE:	8/18/2021
SCALE:	1"=40'
JOB NO:	BND-21-003
DESIGNED BY:	JS
CHECKED BY:	RC
SHEET NAME:	LP
SHEET NUMBER:	01 OF 01
	CLV 0000000

AGENDA ITEM #35



Robert D Cunningham

Digitally signed by Robert D Cunningham
Date: 2021.08.18 13:57:44 -07'00'

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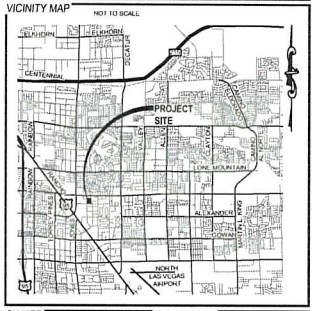

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BENCHMARK ID SLVD16SW#6
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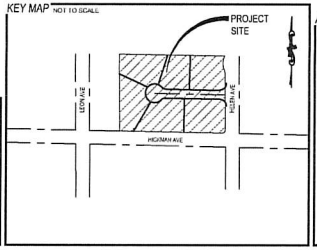

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CMP	CORRUGATED METAL PIPE	SD	STORM DRAIN
CNLV	CITY OF NORTH LAS VEGAS	SHT	SHEET
COH	CITY OF HENDERSON	STLT	STREETLIGHT
DIP	DUCTILE IRON PIPE	SWPA	SOUTHERN NEVADA WATER AUTHORITY
DR	DRIVE	SS	SANITARY SEWER
EG	EXISTING GRADE	ST	STREET
ELEC	ELECTRICAL	SW	SIDEWALK
EP	EDGE OF PAVEMENT	TELE	TELEPHONE
EX	EXISTING	TYP	TYPICAL
FF	FINISH FLOOR ELEVATION	USD	UNIFORM STANDARD DRAWING
FG	FINISH GRADE	VCP	VITRIFIED CLAY PIPE
FH	FIRE HYDRANT	W	WATER
HPG	HIGH PRESSURE GAS		
LN	LANE		
LS	LANDSCAPE		

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	x x x	x x x
POWER POLE		
STORM DRAIN MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0443
08/24/21

SCALE: 1" = 50'

50' 25' 50' 100' 150'

WASTEWATER CALCULATIONS

FACILITY TYPE: RESIDENTIAL SUBDIVISION
TOTAL UNITS AT BUILD OUT: 6 HOUSES

AVERAGE FLOW = 0.0015 MGD (6 LRUS)
PEAK FLOW = 0.0053 MGD (21 LRUS)
PEAK + WLT WEATHER = 0.0066 MGD (26 LRUS)

CALCULATIONS:
AVG FLOW = 6 X 90,000 GAL X 1 MG = 0.0015 MCD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0015 X 3.5 = 0.0053 MGD
PEAK + WLT WEATHER FLOW = 0.0053 MGD X 1.25 = 0.0066 MGD

PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	138-01-302-002, 003, & 004
PROPOSED USE OF PROPERTY:	SINGLE FAMILY RESIDENTIAL
EXISTING ZONING:	R-E
PROPOSED ZONING:	R-E
TOTAL PROPOSED LOTS:	6 LOTS (TYPE) / 6 LOTS (COMMON LOTS)
GROSS ACREAGE:	3.47 ACRES
NET ACREAGE:	2.99 ACRES
DENSITY (BASED ON GROSS ACREAGE):	1 UNIT/LOT
DENSITY ALLOWED:	1 UNIT/LOT
SMALLEST LOT SIZE:	18,323 SF
LARGEST LOT SIZE:	20,669 SF
AVERAGE LOT SIZE:	21,706 SF
MINIMUM LOT SIZE ALLOWED:	18,000 SF
MAXIMUM HEIGHT ALLOWED:	35 FT

NO.	DESCRIPTION	BY	SHT/E	APPR	DATE
	REVISIONS				

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
6030 S. JONES BOULEVARD
LAS VEGAS, NV 89118
(702) 362-8844 EMAIL: INFO@TANEYCORP.COM

EST. 2000

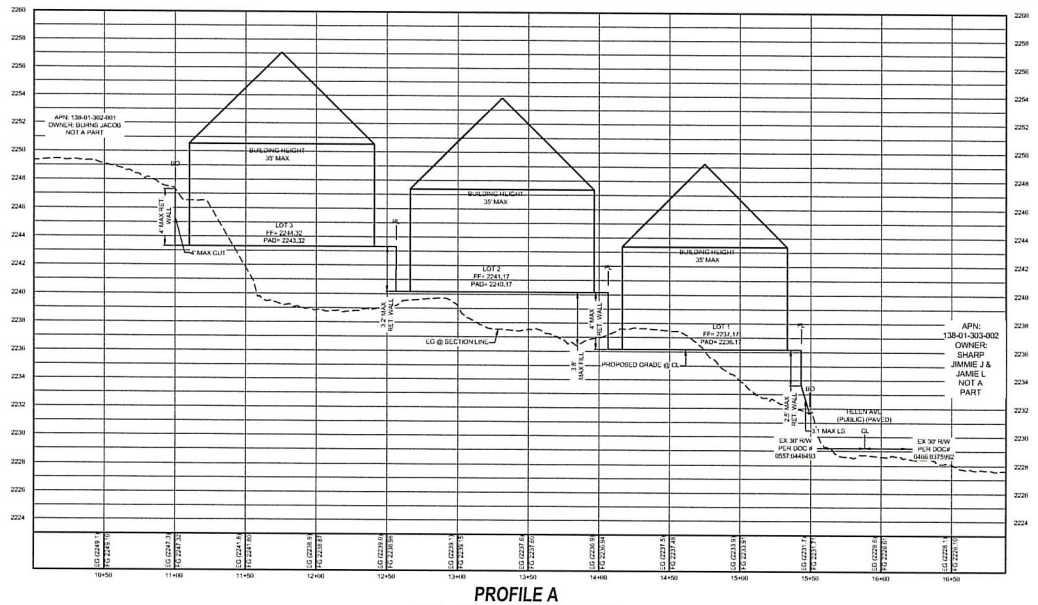
HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL
TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 14726

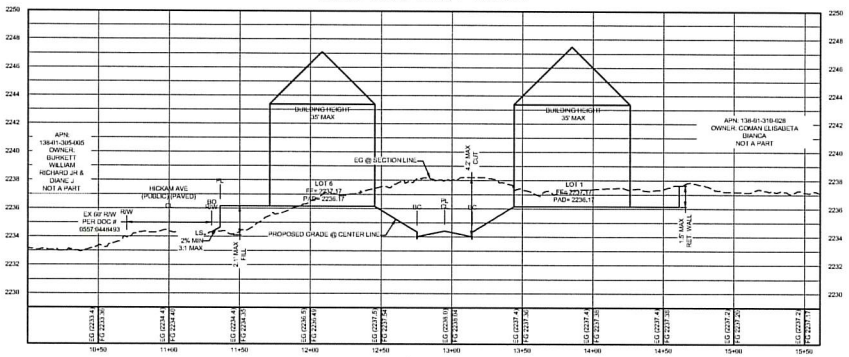
DATE:	8/18/2021
SCALE:	1"=40'
JOB NO:	BND-21-003
DESIGNED BY:	JS
CHECKED BY:	RC
SHEET NAME:	TM
SHEET NUMBER:	01 OF 01

CLV 0000000

LAST PLOT: Jason Eaton
FILE NAME: S:\PROJECTS\BLEND COMMUNITIES LLC\BND-21-003 - HICKAM & LEON\CAD\ENTITLEMENTS\HICKAM_HELEN.DWG



PROFILE A
STA: 10+00.00 TO 16+88.33
SCALE: 1"=40' HORIZONTAL; 1"=4' VERTICAL



PROFILE B
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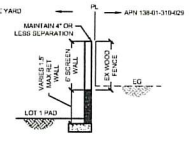
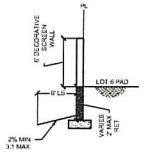
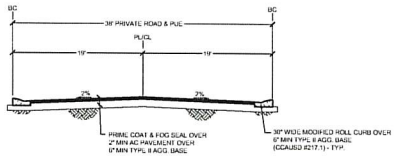
SCALE: 1"=40' HORIZONTAL; 1"=4' VERTICAL



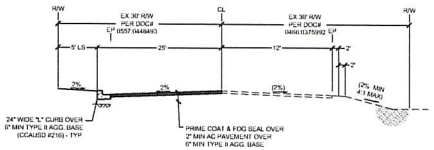
SECTION G
NORTH BOUNDARY
NTS



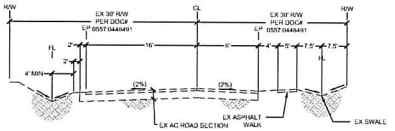
SECTION H
SOUTH BOUNDARY
NTS



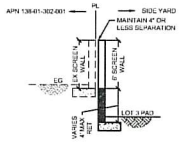
SECTION C
38' PRIVATE ST SECTION
NTS



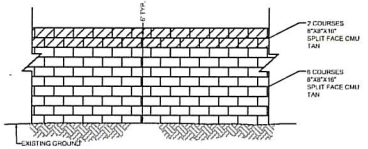
SECTION D
60' HELEN AVE SECTION
NTS



SECTION E
60' HICKAM AVE SECTION
NTS



SECTION F
WEST BOUNDARY
NTS



PERIMETER DECORATIVE BLOCK WALL SECTION
NTS

NO	DESCRIPTION	BY	APPR.	DATE
	REVISIONS			

BLEND COMMUNITIES, LLC

TANEY ENGINEERING
630 S. JONES BOULEVARD
LAS VEGAS, NV 89107
(702) 382-8844 EMAIL:INFO@TANEYCORP.COM

EST. 2000

HICKAM & LEON EAST
SINGLE-FAMILY RESIDENTIAL

CROSS-SECTIONS

ROBERT C. CUNNINGHAM
Exp. 12-31-22
CIVIL
No. 15725

DATE:	8/18/2021
SCALE:	NTS
JOB NO:	BND-21-003
DESIGNED BY: JS	CHECKED BY: RC
SHEET NAME:	CS
SHEET NUMBER:	01 OF 01
—	—
CLV	0000000

AGENDA ITEM #35

LAST PLOT: Jason Suen
FILE NAME: I:\TANEY\PROJECTS\ACTIVE\BLEND COMMUNITIES LLC\BND-21-003 - HICKAM & LEON\21-0443 - SHTS\LEMENTS\DWG\TM_HELEN.DWG

21-0443
08/24/21

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

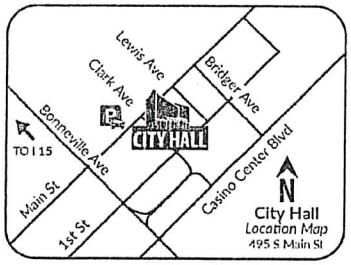
Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED

SEP 1 3 2021

Dept of Planning
City of Las Vegas



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 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.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

Planning Commission Meeting of **09/14/2021**

21-0443
13801306001
MOTOYAMA LANCE & LIANE
4220 HELEN AVE
LAS VEGAS NV 89130

39 HRDFNP1 89130

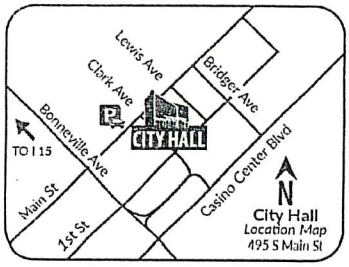
Submitted after final agenda

35a-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.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

Planning Commission Meeting of **09/14/2021**

RECEIVED
SEP 13 2021
Dept of Planning
City of Las Vegas

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

21-0443
13801304007
CHILESE FAMILY REVOCABLE LIVING TRUST
CHILESE JOHN F & BAMBI L TRS
5711 HICKAM AVE
LAS VEGAS NV 89130-2554

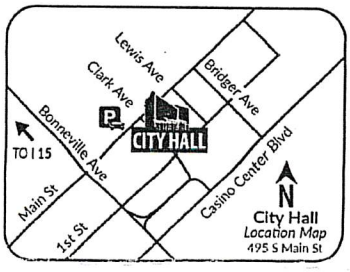
39 HRDFNP1 89130

35a-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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www.lasvegasnevada.gov/meetings

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SEP 13 2021
Dept of Planning
City of Las Vegas

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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.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

Planning Commission Meeting of **09/14/2021**

21-0443
13801710001
STEVENS BURTON G & PATRICE G
4317 N BRADLEY RD
LAS VEGAS NV 89130-2617

39 HRDFNP1 89130

35a-bP

SEP/10/2021/FRI 05:12 PM FAX No. P. 001/001

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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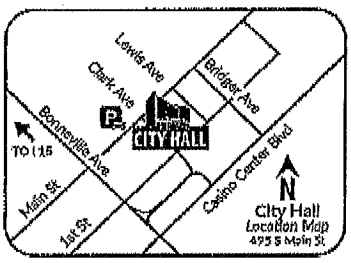
Las Vegas, NV
Permit No. 1630



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0443 and 21-0443-VAR1 and 21-0443-TMP1

Planning Commission Meeting of **09/14/2021**

21-0443
13801305004
JAEHN FRANK & JULIE R
5647 HICKAM AVE
LAS VEGAS NV 89130-2521

AGENDA ITEM #35
RECEIVED 09.13.21
09.14.21 PC MEETING
PROTEST

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
33a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0443-VAR1 - ABEYANCE ITEM - VARIANCE - TO ALLOW A 36-FOOT WIDE PRIVATE STREET WHERE 37 FEET IS THE MINIMUM REQUIRED FOR A PRIVATE STREET WITHOUT A GATE AND TO ALLOW NO OFFSITE IMPROVEMENTS ON HELEN AVENUE WHERE SUCH ARE REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	0
City Council Meeting	4	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
33b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0443-TMP1 - ABEYANCE ITEM - TENTATIVE MAP - HICKAM & LEON EAST - FOR A SIX–LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	0
City Council Meeting	4	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
34

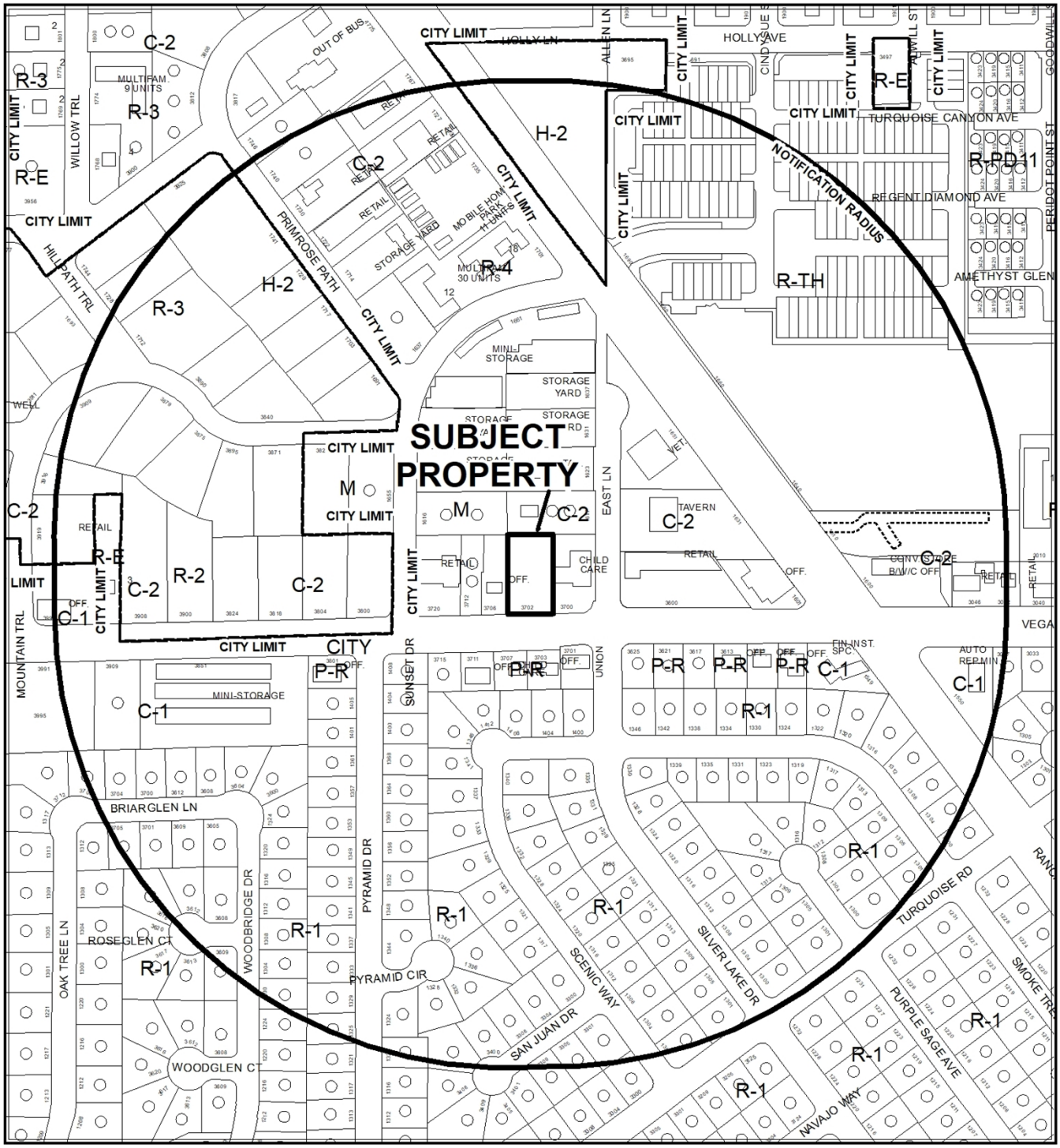
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0224 - PUBLIC HEARING - APPLICANT: PETER OZIGNU - OWNER: THE KENECHI TRUST - For possible action on the following Land Use Entitlement project requests on 0.40 acres at 3702 Vegas Drive (APN 139-19-812-007), Ward 5 (Crear). Staff recommends DENIAL on the entire Land Use Entitlement project. The Planning Commission (7-0 vote) recommends APPROVAL on the entire 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:
Staff recommends DENIAL on the entire Land Use Entitlement project.
The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 21-0224-ZON1
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Backup Submitted for the October 12, 2021 Planning Commission Meeting

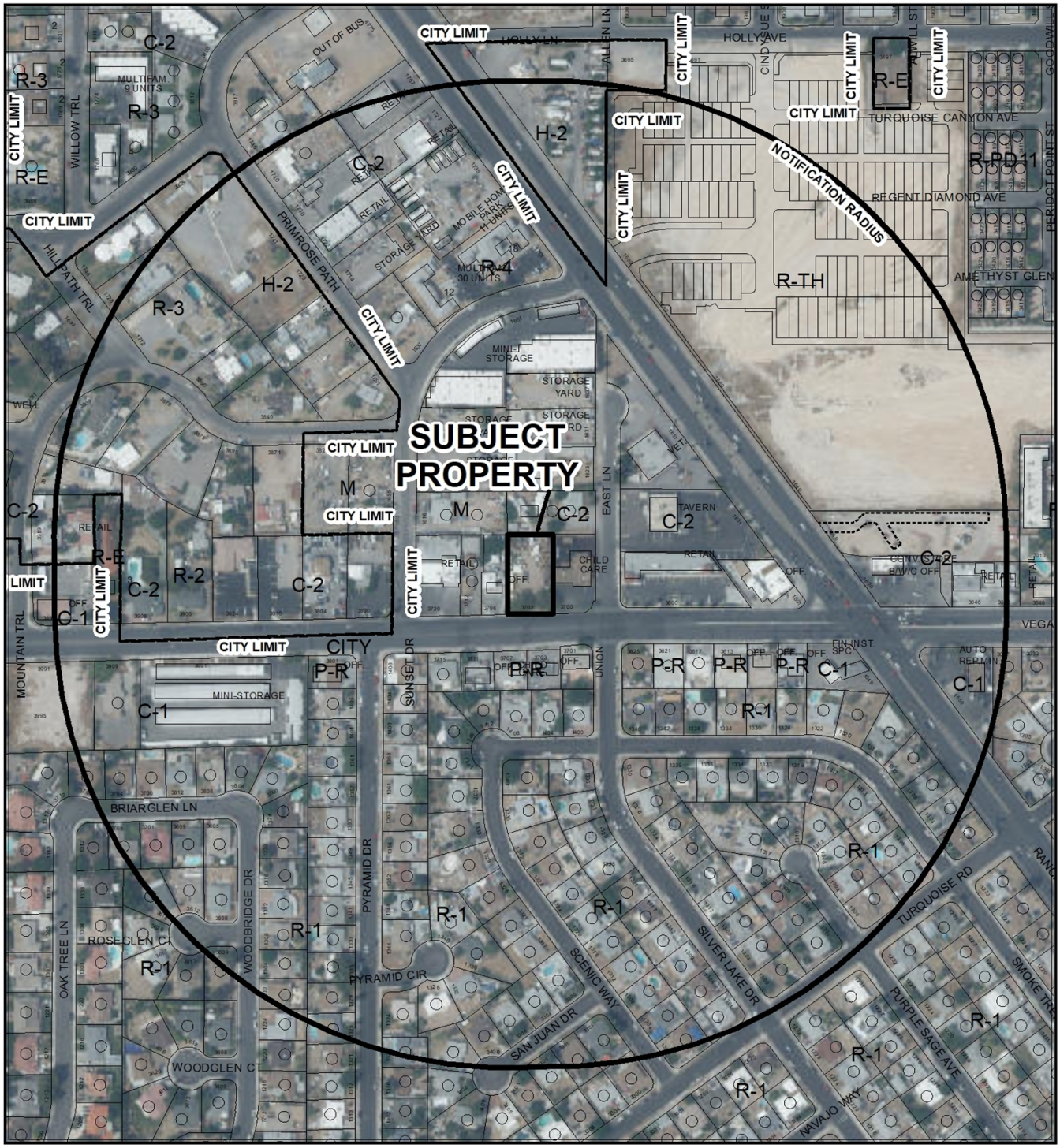


CASE: **21-0224**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



0 250 500 Feet

CASE: **21-0224**

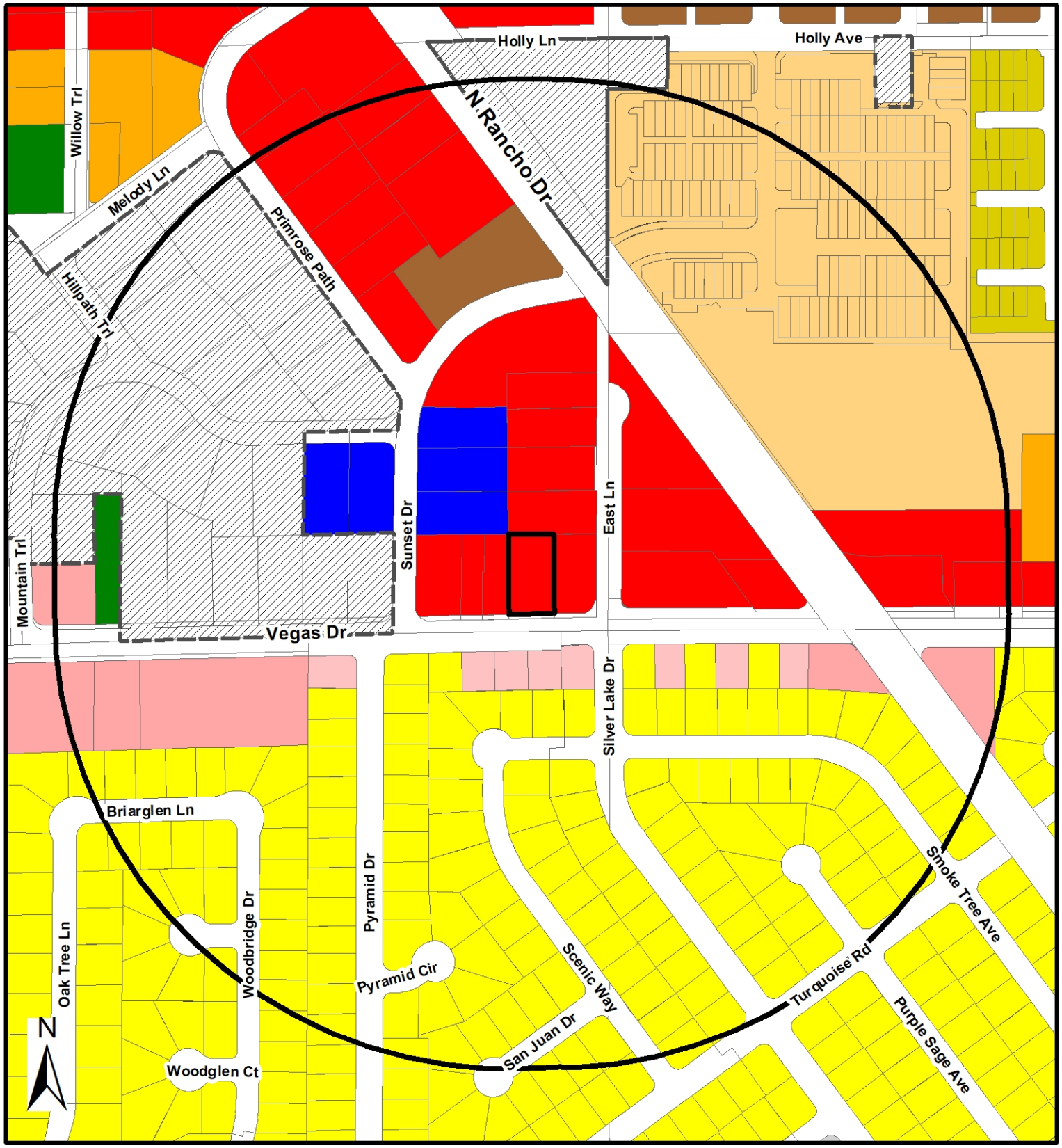
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

21-0224-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
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- 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 C-2 to M

Subject Property

City Limits

Not City

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.
762-229-6301

Date: Tuesday, August 31, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: PETER OZIGNU - OWNER: THE KENECHI TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0224-ZON1	Staff recommends DENIAL.	
21-0224-SDR1	Staff recommends DENIAL, if approved subject to conditions	21-0224-ZON1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 332 (By City Clerk)

PROTESTS 1

APPROVALS 0

JB

** CONDITIONS **

21-0224-SDR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0224-ZON1) 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 05/26/21, except as amended by conditions herein.

4. An Exception from Title 19.08 is hereby approved, to allow zero trees within interior parking lot area where two trees are 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. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Construct all incomplete half-street improvements (sidewalk and upgraded streetlight service) to meet Current City Standards in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement and maintain ADA/PROWAG compliance.

12. The proposed gate shall be located a minimum of 18-feet behind the back of sidewalk and not encroach into the public right-of-way when open.

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 Vegas Street public right-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).

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a proposed Contractor's Plant, Shop & Storage Yard development on 0.40 acres at 3702 Vegas Drive.

ISSUES

- The applicant has requested a Rezoning (21-0224-ZON1) from C-2 (General Commercial) to M (Industrial). Staff does not support this request.
- The Contractor's Plant, Shop & Storage Yard use is permitted in the M (Industrial) zoning district.
- A Site Development Plan Review (21-0224-SDR1) has been requested for a Contractor's Plant, Shop & Storage Yard use on the subject site. Staff does not support this request.
- The applicant has requested an Exception from Title 19.08.110, to allow zero interior parking lot trees where two trees are required. Staff does not support this request.

ANALYSIS

The applicant has proposed a Site Development Plan Review (21-0224-SDR1) to develop a Contractor's Plant, Shop & Storage Yard development on 0.40 acres at 3702 Vegas Drive. The subject site is located in the Southeast Sector of the General Plan. The site consists of one parcel, that is currently zoned C-2 (General Commercial) with a NMXU (Neighborhood Mixed Use Center) General Plan designation. The City of Las Vegas 2050 Master Plan indicates the intent of the NMXU (Neighborhood Mixed Use Center) designation is to focus on rehabilitation and preservation of historic mid-century homes and infill should be sensitive to the existing character.

In addition, the applicant has requested a Rezoning (21-0224-ZON1) from C-2 (General Commercial) to M (Industrial) in order to facilitate the proposed Contractor's Plant, Shop & Storage Yard use. The M (Industrial) zone is intended to provide for heavy manufacturing industries in locations where they will be compatible with and not adversely impact adjacent land uses. This district is intended to be located away from all residential development. Currently, the M zoning district is temporarily allowed within the NMXU (Neighborhood Mixed Use Center) General Plan designation, but will be phased in another category after action is taken by the Planning Commission or City Council to establish new zoning districts for the designation. Adjacent zoning districts are C-2 (General Commercial) to the north, east and west; and P-R (Professional Office and Parking) to the south.

JB

A Contractor's Plant, Shop & Storage Yard use is defined in Title 19.12 as: "A facility for the storage and maintenance of contractor's supplies and operational equipment, including accessory office uses." The proposed Rezoning to M (Industrial) will permit the proposed use.

The site plan indicates the site will be utilized to store two vehicles, four enclosed shipping containers and will provide three on-site parking spaces within an outdoor storage area. The site has been designed to adhere to Title 19.08.040(4)e outdoor storage screening development standards. All items stored on the site are located within the established building setbacks, which requires a ten-foot setback from the front and side yard property lines. In addition, the applicant has proposed to screen the site with an eight-foot tall wall in accordance with Title 19.08.040(4)e outdoor storage screening development standards, which requires that outdoor storage areas shall be screened from public view from all rights-of-way and adjoining properties with a solid structure that is at least eight feet in height.

The site plan indicates that there are no habitable structures associated with the site design. The perimeter landscaping has been designed to comply with Title 19.08.100 development standards. A 15-foot landscape buffer has been provided adjacent to Vegas Drive on the southern perimeter of the site and an eight-foot landscape buffer has been provided along the remaining interior lot lines. The landscape schedule provided on the site plan indicates the primary tree species will be 24-inch box "Bay Area Laurel" and 24-inch box "Vitex Angus-Castus (Chaste)" trees with five-gallon "Texas Ranger" shrubs, which are consistent with the Southern Nevada Regional Planting List. Also, the applicant has requested an Exception from Title 19.08.110 development standards, to allow zero interior parking lot trees where two trees are required.

Access to the site is provided from Vegas Drive, which is designated as an 80-foot wide Major Collector Street. The submitted site plan depicts three standard parking spaces, on a paved surface within the storage area, which complies with Title 19.12 parking development standards.

Staff has determined the proposed project is not compatible with surrounding development in the area, as existing residential uses are adjacent to the subject site to the north. Furthermore, the requested M (Industrial) zoning district does not comply with the existing NMX-U (Neighborhood Mixed Use Center) General Plan designation. The intent of the general plan designation is to be the first ring of neighborhoods surrounding downtown, typically walkable with ranch style detached houses. The intended uses for this area are shopping services, dining, employment, residential, offices and civic land uses, which further reinforces the incompatibility of the proposed development with surrounding land uses. Therefore, staff recommends denial of this project with conditions.

FINDINGS (21-0224-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning (21-0224-ZON1) application from C-2 (General Commercial) to M (Industrial) on the subject site is not consistent with the intent of the existing NMX-U (Neighborhood Mixed Use Center) General Plan designation. The intent of the designation is to provide a walkable neighborhood with diverse housing options and a mixture of adaptive land uses.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The intended uses for the NMX-U (Neighborhood Mixed Use Center) General Plan designation are shopping services, dining, employment, residential, offices and civic land uses, which further reinforces the incompatibility of the proposed M (Industrial) zoning district with the surrounding land uses.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the surrounding community do not indicate the need for industrial zoning encroaching into the commercial properties located on Vegas Drive.

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.**

   Site access is provided from Vegas Drive, which is an 80-foot wide Major Collector Street as designated by the Master Plan of Streets and Highways. This street is sufficient in size to accommodate the needs of the proposed use.

FINDINGS (21-0224-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 Contractor's Plant, Shop & Storage Yard use is not compatible with adjacent development, particularly with the residential dwelling to the north of the subject site and commercial land uses to the west, south and east.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with NMX-U (Neighborhood Mixed Use Center) General Plan designation, the intent of the designation is to be the first ring of neighborhoods surrounding downtown, typically walkable with ranch style detached houses. However, the development does comply with Title 19 outdoor screening and landscaping development standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided from Vegas Drive, which is an 80-foot wide Major Collector Street as designated by the Master Plan of Streets and Highways. This street is sufficient in size to accommodate the needs of the proposed use.

4. **Building and landscape materials are appropriate for the area and for the City;**

   No new buildings are proposed as part of the development. The primary tree species provided throughout the development will be 24-inch box "Bay Area Laurel" and 24-inch box "Vitex Angus-Castus (Chaste)" trees with five-gallon "Texas Ranger" shrubs, which are consistent with the Southern Nevada Regional Planting List.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   No new buildings are proposed as part of the development.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Development of the site will be subject to inspections, thereby protecting the health, safety and general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
12/19/91	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0294-91) to allow a Used Car Sales Lot in conjunction with an existing minor Automotive Repair business located at 3702 Vegas Drive.
10/23/06	A Code Enforcement case (#CE-47302) was processed for a vacant lot full of junk, trash and debris at 3702 Vegas Drive. The case was resolved on 11/26/07.
08/19/13	A Code Enforcement case (#CE-132286) was processed for a vacant lot with trash and debris at 3702 Vegas Drive. The case was resolved on 12/09/13.
08/27/13	A Code Enforcement case (#CE-132629) was processed for a vacant lot with a bad odor and nuisance to neighbors at 3702 Vegas Drive. The case was resolved on 08/28/13.
07/25/18	A Code Enforcement case (#CE-191527) was processed for a vacant lot with large shipping containers at 3702 Vegas Drive. The case was resolved on 09/25/18.
05/14/18	A Code Enforcement case (#CE-189064) was processed for a vacant lot with a homeless encampment at 3702 Vegas Drive. The case was resolved on 06/11/18.
09/17/18	The Department of Planning approved a Temporary Commercial Permit (TCP-74549) on a vacant site being used for construction yard at 3702 Vegas Drive. The permit approved portable office and containers to be located on the southwest portion of the site with water truck and forklift in the rear. Staff noted that the applicant plans to use the site until the work at 530 Los Feliz is completed.
10/13/20	A Code Enforcement case (#CE20-05536) was processed for a vacant lot full of junk, trash and debris at 3702 Vegas Drive. The case has not been resolved.
06/02/21	The City Council approved a request for a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 Master Plan and amend the City of Las Vegas General Plan from various categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2), or NMXU (Neighborhood Center Mixed Use) within the City of Las Vegas. The Planning Commission recommended approval of the request.
10/12/21	The Planning Commission voted (6-0) to hold in ABEYANCE 21-0224 [ZON1 and SDR1] to the November 9, 2021 Planning Commission meeting.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 0.40 acres at 3702 Vegas Drive (APN 139-19-812-007), Ward 5 (Crear). • 21-0224-ZON1 - REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL) • 21-0224-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT

Most Recent Change of Ownership	
03/04/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses associated with the subject site.

Pre-Application Meeting	
04/07/21	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Rezoning and Site Development Plan Review on the subject site for a proposed Contractor's Plant, Shop & Storage Yard development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/26/21	During a routine site inspection staff noted the subject site currently being used to store large storage containers and equipment and has a chain link perimeter fence adjacent to Vegas Drive with four existing large trees. There are were two vehicles parked outside the chain link fence adjacent to Vegas Drive on a non-paved surface.

Details of Application Request	
Site Area	
Net Acres	0.40

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped	NMXU (Neighborhood Mixed Use Center)	C-2 (General Commercial)
North	Single Family Detached Duplex	NMXU (Neighborhood Mixed Use Center)	C-2 (General Commercial)
South	Child Care Facility Office, Other than Listed	NMXU (Neighborhood Mixed Use Center)	P-R (Professional Office and Parking)
East	Child Care Facility	NMXU (Neighborhood Mixed Use Center)	C-2 (General Commercial)
West	Office, Other than Listed	NMXU (Neighborhood Mixed Use Center)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 70 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.100, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	100 Feet	Y
Min. Setbacks			
• Front	10 Feet	48 Feet	Y
• Side (east)	10 Feet	10 Feet	Y
• Side (west)	10 Feet	10 Feet	Y
• Rear	0 Feet	21 Feet	Y
Max. Lot Coverage	N/A	N/A	Y
Max. Building Height	N/A	N/A	Y

Existing Zoning	***Permitted Density***	***Units Allowed***
C-2 (General Commercial)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
M (Industrial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
NMXU (Neighborhood Mixed Use Center)	N/A	N/A

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 / 30 Linear Feet	2 Trees	2 Trees	Y
• South	1 Tree / 20 Linear Feet	3 Trees	3 Trees	Y
• East	1 Tree / 30 Linear Feet	5 Trees	5 Trees	Y
• West	1 Tree / 30 Linear Feet	5 Trees	5 Trees	Y
TOTAL PERIMETER TREES		**15 Trees**	**15 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	2 Trees	0 Trees	N*
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		8 Feet	Y
• South	15 Feet		15 Feet	Y
• East	8 Feet		8 Feet	Y
• West	8 Feet		8 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		8 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Vegas Drive	Major Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Contractor's Plant, Shop & Storage Yard	N/A	1:500	0				
TOTAL SPACES REQUIRED			0		3		Y
Regular and Handicap Spaces Required			0	0	3	0	Y

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.08 interior parking lot development standards require one tree per six uncovered spaces, plus one tree at the end of each row of spaces.	To allow zero trees within interior parking lot area where two trees are required.	Denial

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, Site Dev Plan Rvw

Project Address (Location) 3702 VEGAS DR LAS VEGAS

Project Name 3702 Vegas Drive - Storage Yard **Proposed Use** Maitancence Yard

Assessor's Parcel #(s) 139-19-812-007 **Ward #**

General Plan: Existing GC Proposed LI/R **Zoning:** Existing C-2 Proposed M

Additional Information REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL).

SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT

Property Owner KENECHI TRUST ETAL Contact PETER OZIGNU

Address 6915 E MESQUITE AVE City Las Vegas State NV Zip 89110

E-mail Phone

Applicant PETER OZIGNU Contact PETER OZIGNU

Address 6915 E MESQUITE AVE City Las Vegas State NV Zip 89110

E-mail Phone

Representative Winston Henderson Architects Contact Winston Henderson

Address 8689 West Sahara Ave City Las Vegas State NV Zip 89117

E-mail winston@whalv.com Phone 702-893-9700

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with who the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parc

City Official **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 responsibl 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 c 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 belov

• 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

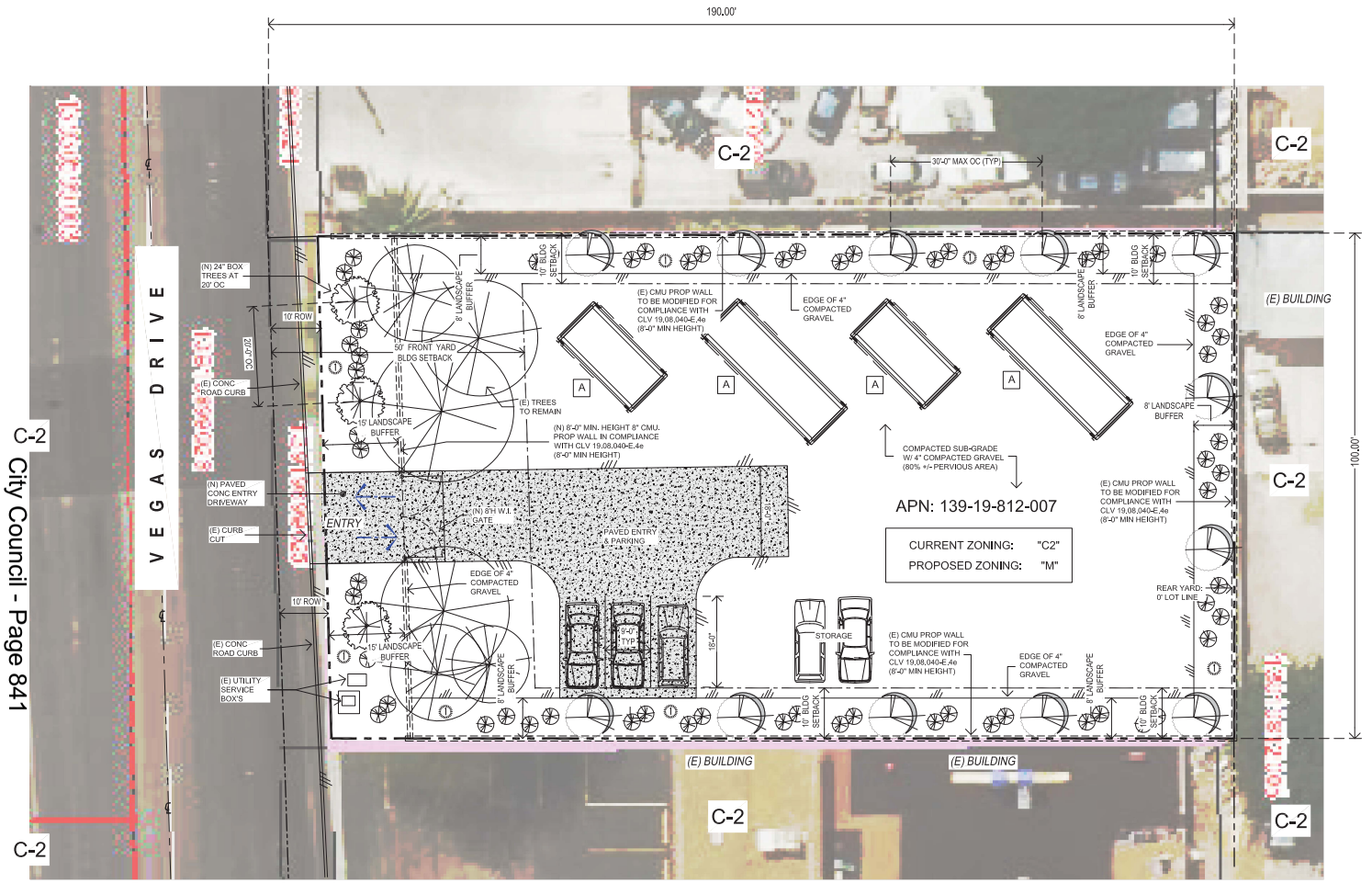
Print Name PETER OZIGBU

Subscribed and sworn before me

This 21st day of May, 20 21

Notary Public in and for said County and State

RODERICK STEINER
Notary Public - State of Nevada
County of Washoe
APPT. NO. 21-8471-02
My App. Expires Dec. 29, 2024



City Council - Page 841

EXISTING SITE AREA PLAN

3/32" = 1'-0"

PROJECT SITE DATA:

NAME OF PROJECT: VEGAS MAINTENANCE YARD
ADDRESS: 3702 VEGAS DRIVE
LAS VEGAS, NV

APN # (S): 139-19-812-007
SITE AREA CALC: # 007: 0.4 ACRES (18,890 S.F.)

ZONING CLASSIFICATION PER CLV UMC & LAND USE:
CURRENT: "C-2" (GENERAL COMMERCIAL)
PROPOSED: "M" (INDUSTRIAL)
FRONT YARD: 50'-0" (WHERE ADJACENT TO OR ACROSS STREET FROM ANY RESIDENTIAL USE)
SIDE YARD: 10'-0" (NO ADJACENCY TO RESIDENTIAL USES)
REAR YARD: 0'-0" LOT LINE (NO ADJACENCY TO RESIDENTIAL USES)

PROPOSED USE PER CLV UMC 19.12.010 - TABLE 2:
"CONTRACTOR'S PLANT, SHOP & STORAGE YARD" (CLV 19.12.010)
PARKING: (1) SPACE PER 500 SF OF ANY UNLIVE BLDG GR.A.
"OUTDOOR STORAGE" (CLV 19.12.010)
PARKING: NO REQUIREMENT OTHER THAN THAT REQ'D BY THE PRINCIPAL USE

LANDSCAPING PER CLV UMC 19.08.040(F) - TABLE 2:
FRONTAGE BUFFER: (1) 24" BOX TREE AT @ 20' O.C. W/ (4) FIVE GALLON SHRUBS EACH TREE
SIDE / REAR BUFFER: (1) 24" BOX TREE AT @ 30' O.C. (WHERE ADJACENT TO OTHER "C" OR "M" USES) W/ (4) FIVE GALLON SHRUBS EACH TREE

A MISC METAL CONTAINERS

21-0-24
05/26/2021



SITE AREA REFERENCE MAP

LANDSCAPE SCHEDULE

TREES	SYMBOL	BOTANICAL NAME/ COMMON NAME	QUAN.	COND.	REMARKS
		VITEX AGNUS-CASTA MULTI-TRUNK	3	24" BOX	STANDARD TRUNK
		BAY LEAF LAUREL	12	24" BOX	STANDARD TRUNK
	TOTAL TREES		15		

GRND MTRL & SHRUBS	SYMBOL	BOTANICAL NAME/ COMMON NAME	QUAN.	COND.	REMARKS
		TEXAS RANGER	64	5 GAL.	CAN FULL
	TOTAL SHRUB		64		
		CRUSHED STONE 1/2 - 3/4" GRAINS (NON-ORGANIC)	ALL LANSCAPE AREAS TO BE DESERT SCAPE		

Rev.	Date
Revision	
Submitted To	Date

WINSTON H. HENDERSON ARCHITECTS
8689 WEST SAHARA AVE. STE. #100, LAS VEGAS, NV 89117
OFFICE (702) 893-9700 FAX (702) 893-9797

SUNSET MAINTENANCE YARD - NORTH LOT
1622 SUNSET DRIVE - APN: 139-19-812-012 & 013
LAS VEGAS, NEVADA 89108

EXISTING OVERALL SITE PLAN

Date: 01 / 03 / 19
Job No.: 19010
Designed: WHH
Drawn: TEP
Update:
Checked: TEP

Sheet
AS1.0
of

© 2016 WINSTON HENDERSON ARCHITECTS

T:\WHA Working Files\01 TP-WHA WORK 0417-2021 HSRNR\Maintenance Yard\MNYR - CAD\MNY_AS1.0 SITE PLAN 0520-2021 - CLVBD R1.dwg May 26, 2021 - 12:20pm Christine Penn



21-0224-ZON1 AND 21-0224-SDR1 - APPLICANT: PETER OZIGNU - OWNER: THE KENECHI TRUST
3702 VEGAS DRIVE

08/26/2021

Winston Henderson Architects

8689 West Sahara Avenue – Suite 100
Las Vegas, Nevada 89117
(702) 893-9700 * Fax (702) 893-9797

May 20th, 2021

Vegas Maintenance Yard
8702 Vegas Drive
Las Vegas, Nevada
APN # 139-19-812-007

JUSTIFICATION LETTER

This is a request for the re-zoning of the existing property at 8702 Vegas Drive from the current C-2 classification of the site to an "M" Classification for Contractors as indicated on the attached site.

1. Re-zoning as proposed conforms with current uses and zoning of neighboring and adjacent lots as outlined by Title 19 provisions & use allows for Contractors Plant, Shop & Storage Yard.
2. There is no detrimental affect or conflict with any adjacent Zoning classifications such as R uses, Etc., also as determined by Title 19.

Thomas Pen Project
ManagerWHA

Cc: Winston Henderson WHA

21-0224
05/26/2021

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

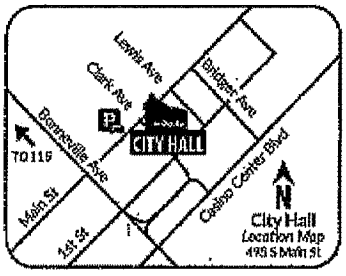
10/07/2021 18:43 7024460203 ESHEL PAGE 01/01

City of Las Vegas, Department of Planning
495 South Main Street
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



Scan or go to:
www.lasvegasnevada.gov/meetings

RECEIVED
OCT 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.

21-0224 and 21-0224-ZON1 and 21-0224-SDR1

Planning Commission Meeting of **10/12/2021**

21-0224
13929111011
A W 2012 L L C
8117 MOONSTONE CIR
LAS VEGAS NV 89128

Submitted after final agenda

2Ea-b P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
34a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0224-ZON1 - REZONING - FROM: C-2 (GENERAL COMMERCIAL) TO: M (INDUSTRIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
34b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0224-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED CONTRACTOR'S PLANT, SHOP & STORAGE YARD DEVELOPMENT

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
35

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0416-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC - For possible action on an Appeal of the Denial by the Planning Commission on a Land Use Entitlement project request for a Major Amendment of an approved Special Use Permit (SUP-72575) FOR A MASSAGE ESTABLISHMENT USE TO CHANGE HOURS OF OPERATION FROM: 6:00 A.M. TO 10:00 P.M. TO: 9:00 A.M. TO 2:00 A.M. DAILY at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	1
City Council Meeting	11	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Appeal Documentation
2. Location and Aerial Maps
3. Special Map
4. Conditions and Staff Report
5. Supporting Documentation
6. Photo(s)
7. Justification Letter
8. City Council Approval Letters - SUP-72575, VAR-72574 [PRJ-72542] and RQR-78423
9. Protest Postcards
10. Submitted after Final Agenda - Protest Postcards
11. Backup Submitted for the October 12, 2021 Planning Commission Meeting
12. Backup Submitted for the November 9, 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

November 17, 2021

Paradise Plaza LLC
11845 West Olympic Blvd., Ste. 1265W
Los Angeles, CA 90064

RE: Planning Commission Appeal Confirmation
21-0416-SUP1

Dear Applicant:

The City of Las Vegas has received your request for appeal to the Planning Commission decision on November 9, 2021. The notification fee of $500 has been collected, and the items are scheduled to be heard at the December 15, 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,

LUANN D. HOLMES, MMC
City Clerk

/af

cc: Planning Department

Gui Rong Li
L&S Group, LLC
2221 Paradise Road
Las Vegas, NV 89104

Kirk T. Kennedy, Attorney at Law
815 S. Casino Center Blvd.
Las Vegas, NV 89101

KIRK T. KENNEDY
ATTORNEY AT LAW
Licensed in Nevada since 1993

815 S. Casino Center Blvd.,
Las Vegas, NV 89101

Phone: (702) 385-5534
Facsimile: (702) 385-1869
Email: ktkennedylaw@gmail.com

November 17, 2021

RECEIVED
CITY CLERK
2021 NOV 17 A 7:55

Office of the City Clerk
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Re: Appeal Notification for 21-0416-SUP1; Paradise Massage Appeal

Dear City Clerk:

Please accept this letter as written notification pursuant to Code Section 19.18, that the Applicant, Paradise Plaza, LLC/Paradise Massage, 21-0416-SUP1, files this appeal to the City Council from the Planning Commission's denial of its request for a major amendment of an approved special use permit on November 9, 2021. This appeal request is filed within 10 days of that decision. See Denial Notice, Attached, 11/10/21.
Thank you.

Yours truly,

Kirk T. Kennedy, Esq.
Enc.

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 OF PLANNING

SETH T. FLOYD

DIRECTOR OF
COMMUNITY DEVELOPMENT

CITY HALL
495 S. MAIN ST.
3RD FLOOR
LAS VEGAS, NV 89101
702.229.6301 | VOICE
702.464.2545 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

November 10, 2021

Paradise Plaza LLC
11845 West Olympic Blvd., Ste. 1265W
Los Angeles, CA 90064

RE: ABEYANCE - 21-0416-SUP1
PLANNING COMMISSION MEETING OF NOVEMBER 9, 2021

Dear Applicant:

The Planning Commission at a regular meeting held on ***November 9, 2021*** voted to ***DENY*** the following Land Use Entitlement project request for a Major Amendment of an approved Special Use Permit (SUP-72575) FOR A MASSAGE ESTABLISHMENT USE TO CHANGE HOURS OF OPERATION FROM: 6:00 A.M. TO 10:00 P.M. TO: 9:00 A.M. TO 2:00 A.M. DAILY at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Diaz).

This action by the Planning Commission on **November 9, 2021** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests submitted please access https://www.lasvegasnevada.gov/Business/Permits-Licenses/Building-Permits/Permit-Application-Status, or contact the Department of Planning and Development at 702.229.6301 after ***November 22, 2021***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Eric McCammond
Senior Management Analyst
Case Planning Division

EM:nl

cc:

Gui Rong Li
L&S Group, LLC
2221 Paradise Road
Las Vegas, Nevada 89104

Kirk T. Kennedy, Attorney at Law
815S. Casino Center Blvd.
Las Vegas, Nevada 89101

CITY OF LAS VEGAS
DEPARTMENT OF CITY CLERK

Operator ID: SMAYS

Transaction: 390317

Reference #:

Today's Date: 11/17/2021 8:00:50 AM

Posting Date: 11/17/2021

Account Description	Account Number		Amount Due
GENERAL FUND.Meeting Management.Miscellaneous Fees.Meeting Services	100000.04401.270100.C21000.000.000	$	500.00
	Total Amount Due	$	**500.00**

Method of Payment	Number	Authorization			Amount Paid
Check	2008			$	500.00
			Tendered	$	**500.00**
			Change	$	**.00**

Customer Information:

L&S Group LLC
2221 Paradise Road
Las Vegas, NV 89104

Comments:
Appeal Notification for 21-0415-SUP1

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
11/17/2021

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT: APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	**COPIES TO:**

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: ABEYANCE - 21-0416-SUP1

APPLICANT: APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC

WARD: Ward 3 (Diaz)

Appeal by applicant or any other aggrieved person: (Yes) No

Review requested by City Council: Yes (No)

11/17/2021
DATE

DEPUTY CITY CLERK

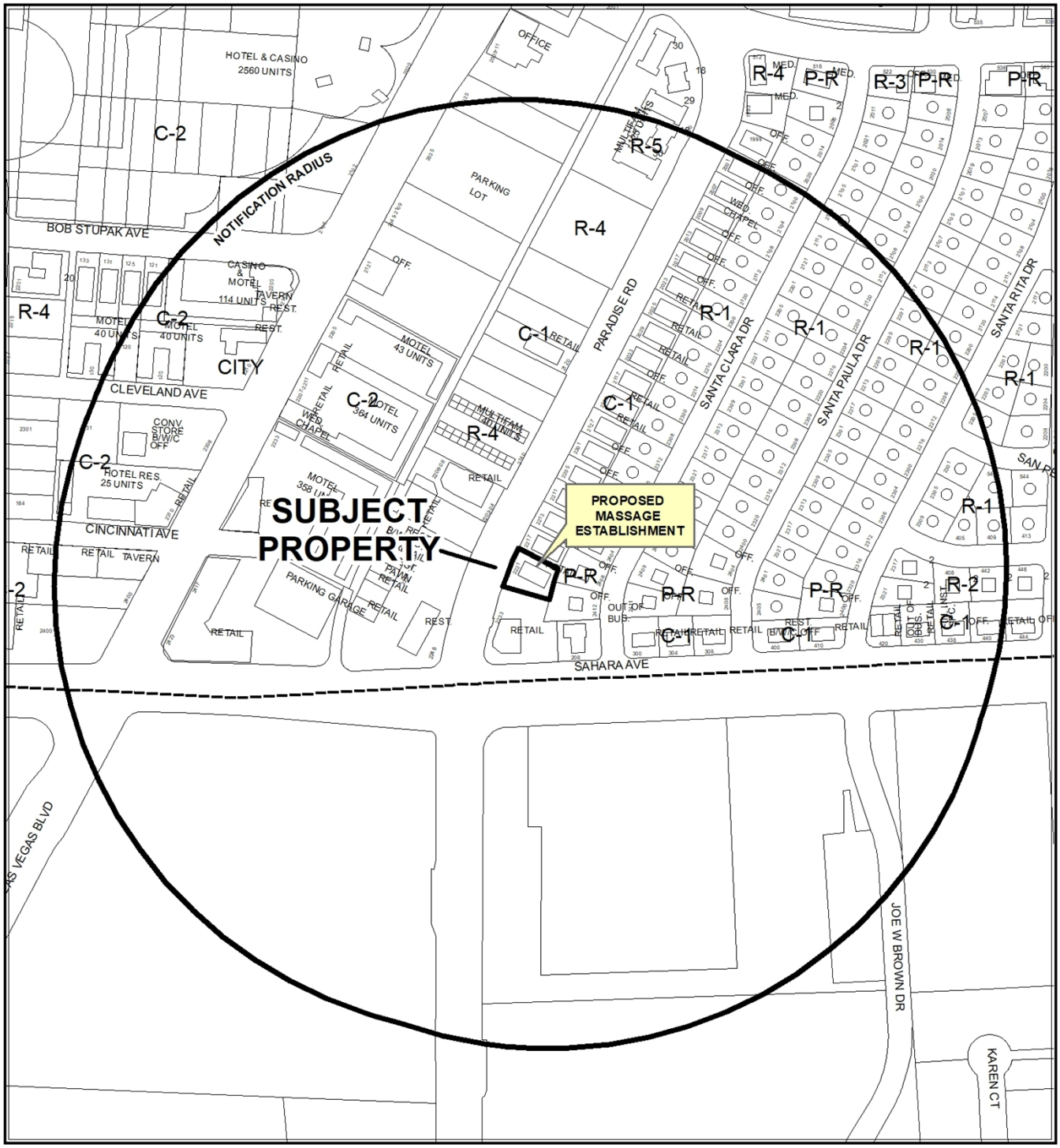
PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action: November 9, 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): November 22, 2021

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.): November 22, 2021

SET DATE: 12/1/2021
COUNCIL DATE: 12/15/2021



0 255 510 Feet

CASE: 21-0416-SUP1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



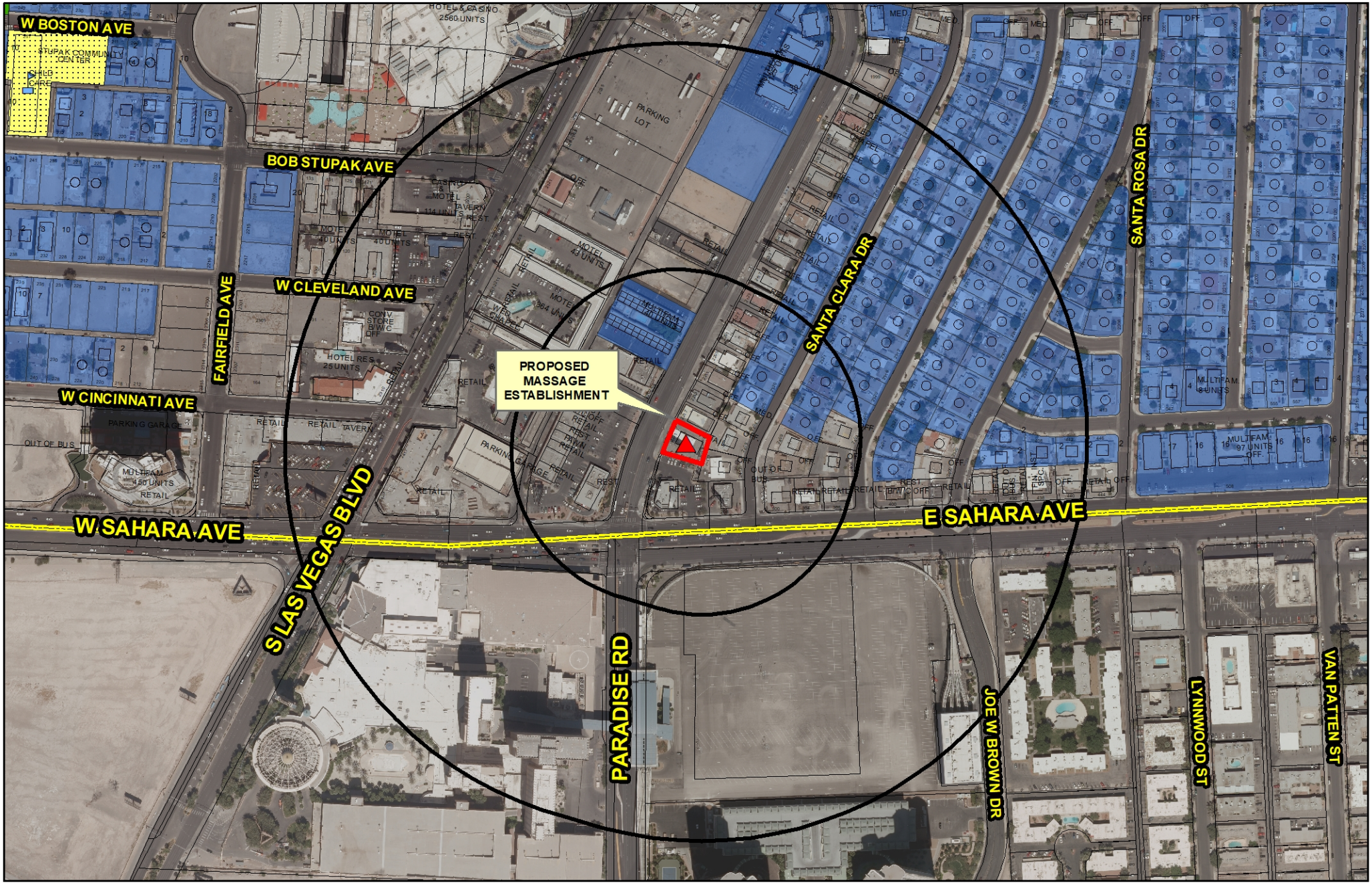
0 255 510 Feet

CASE: 21-0416-SUP1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



21-0416-SUP1

Massage Establishment

Business Licenses

- Massage Establishment

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- Residential Property
- 400' & 1000' Buffer

N

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

Date: Monday, September 13, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0416-SUP1	Staff recommends DENIAL, if approved subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 840 (By City clerk)

PROTESTS 4

APPROVALS 1

SS

**** CONDITIONS ****

21-0416-SUP1 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (SUP-72575) except as amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver from Title 19.12 is hereby approved, to allow hours of operation from 9:00 a.m. to 2:00 a.m. daily.

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. 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 Major Amendment of an approved Special Use Permit (SUP-72575) to change the hours of operation at an existing Massage Establishment located at 2221 Paradise Road. The approved Special Use Permit allows hours of operation between 6:00 a.m. and 10:00 p.m. The applicant's request is to change operating hours from 9:00 a.m. to 2:00 a.m. daily.

ISSUES

- Condition 1 of the approved Special Use Permit (SUP-72575) states that the hours of operation shall conform to Title 19. A Major Amendment of the Special Use Permit is required to alter or remove this condition.
- The applicant requests a Waiver of Minimum Special Use Permit Requirement 5, which states, "The hours of operation shall be limited to the period between 6:00 a.m. and 10:00 p.m., unless further limited by the City Council on a case-by-case basis." The City Council did not further restrict the hours beyond those required by Title 19. Staff does not support the Waiver request.

ANALYSIS

Per Title 19.16.110, a Major Amendment of a Special Use Permit is required for a proposed change that requires a waiver of any minimum Special Use Permit requirements or the increase or expansion of such a waiver that was previously allowed. The minimum Special Use Permit requirement for hours of operation for a Massage Establishment use is "between 6:00 a.m. and 10:00 p.m., unless further limited by the City Council on a case-by-case basis." The application for a major amendment is similar to and follows a similar process as a Special Use Permit application.

Staff recommended denial of the original Special Use Permit (SUP-72575), as it determined the use to be incompatible with the existing surrounding land uses. In addition to the inability to meet separation distance from an existing Massage Establishment and from residentially zoned property, the applicant had requested operating hours of 9:00 a.m. to 3:00 p.m. seven days per week. The City Council subsequently determined that operating hours should follow Title 19 requirements. Staff defers to the City Council's determination with regard to SUP-72575 and therefore recommends denial of the request to extend the hours of operation, subject to conditions if approved. If approved, the existing business license must be updated.

This request was deemed to be a Project of Regional Significance pursuant to Title 19.16.010.F, as it constitutes a request for Special Use Permit within 500 feet of the City's boundary with unincorporated Clark County. An assessment of potential impacts was sent to affected agencies. To date, no responses to the Development Impact Notice and Assessment have been received.

FINDINGS (21-0416-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.**

   Since the issuance of a business license, the Massage Establishment use on this site has been operating under the hours of operation required by Title 19. The proposed later operating hours are not compatible with the surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The City Council previously determined through a Variance (VAR-72574) that the subject site was suitable for a Massage Establishment use by reducing the parking requirement.

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.**

   Paradise Road, a 90-foot Primary Arterial Street as indicated in the Master Plan of Streets and Highways, provides access to the subject property. This roadway is adequate in size to meet the requirements of the existing Massage 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 existing Massage Establishment use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Massage Establishment does not adhere to minimum distance separation requirements and hours of operation. The City Council previously approved a Waiver to allow a 118-foot distance separation from an existing massage establishment and residentially zoned properties. With this request, the applicant is requesting a Waiver to allow operating hours from 9:00 a.m. to 2:00 a.m. where 6:00 a.m. to 10:00 p.m. is allowed by Title 19 and by condition of approval of SUP-72575.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/17/65	The Board of City Commissioners approved a request for a reclassification of property (Z-0016-65) from R-2 (Two Family Residence) to P-R (Professional Office) generally located on the east side of Paradise Road between Sahara Avenue and St. Louis Avenue (now addressed as 2211, 2213, 2217 and a portion of 2221 Paradise Road). The Planning Commission recommended approval.
05/16/18	The City Council approved a request on an appeal of the denial by the Planning Commission for a Variance (VAR-72574) to allow nine parking spaces where 12 spaces are required on 0.19 acres at 2221 Paradise Road. Staff recommended denial.
05/16/18	The City Council approved a request on an appeal of the denial by the Planning Commission for a Special Use Permit (SUP-72575) for a 1,640 square-foot Massage Establishment use with waivers to allow a distance separation of 118 feet from a residential use where 400 feet is required, to allow a 478-foot distance separation from another Massage Establishment where 1,000 feet is required and to allow operating hours from 9:00 a.m. to 3:00 a.m. where 6:00 a.m. to 10:00 p.m. is allowed at 2221 Paradise Road. Staff recommended denial.
04/17/19	Business Licensing Enforcement conducted an inspection (BLE564149 – 201722) for compliance with an issued license for a massage establishment at 2221 Paradise Road. The inspection was passed and Case BLE564149 was closed.
10/12/21	The Planning Commission voted to hold this item (21-0416-SUP1) in abeyance to the November 9, 2021 Planning Commission at the applicant's request.
11/09/21	The Planning Commission unanimously voted to DENY a Land Use Entitlement project (21-0416-SUP1) request for a Major Amendment of an approved Special Use Permit (SUP-72575) FOR A MASSAGE ESTABLISHMENT USE TO CHANGE HOURS OF OPERATION FROM: 6:00 A.M. TO 10:00 P.M. TO: 9:00 A.M. TO 2:00 A.M. DAILY at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Diaz).

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/17/21	The Office of the City Clerk received an Appeal of the Denial by the Planning Commission on a Land Use Entitlement project (21-0416-SUP1) request for a Major Amendment of an approved Special Use Permit (SUP-72575) FOR A MASSAGE ESTABLISHMENT USE TO CHANGE HOURS OF OPERATION FROM: 6:00 A.M. TO 10:00 P.M. TO: 9:00 A.M. TO 2:00 A.M. DAILY at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Diaz).

Most Recent Change of Ownership	
01/27/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1951	The subject building was constructed as a residential duplex.
12/12/66	A building permit (#35631) was issued for a commercial tenant improvement remodel at 2221 Paradise Road. A final inspection was completed 09/01/67.
05/07/68	A building permit (#41674) was issued for a 672 square-foot off-premise sign at 2221 Paradise Road. The permit was reactivated 07/15/69 as Permit #48688. A final inspection was approved 09/17/69.
09/07/78	A building permit (#9262) was issued for a 32 square-foot double-faced pole sign at 2221 Paradise Road. A final inspection was approved 05/02/85.
07/28/82	A building permit (#2489) was issued for an interior remodel of a 1,652 square-foot office building at 2221 Paradise Road. A final inspection was approved and certificate of occupancy was issued 09/01/82.
04/19/04	A business license (R11-00005) was issued for a Reflexology Practitioner at 2221 Paradise Road. The license was marked out of business on 06/04/12.
03/15/11	A business license (R03-00028) was issued for a Reflexology Establishment (Superior Reflexology) at 2221 Paradise Road. The license was marked out of business on 01/17/18.
08/04/15	A building permit (C-295719) was issued for electrical repair and tag at 2221 Paradise Road. A final inspection was not approved.
10/01/18	A business license (P66-00192) was issued for a Massage Establishment (Paradise Massage) at 2221 Paradise Road. The license remains active.
10/22/18	A business license (G66-07384) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license remains active.
10/22/18	A business license (G67-07388) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license remains active.

Related Building Permits/Business Licenses	
04/15/19	A business license (G67-00552) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license was marked out of business 03/08/21.
04/24/21	A business license (G69-02217) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license remains active.
04/24/21	A business license (G69-02221) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license remains active.
05/04/21	A business license (G69-02477) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license remains active.
05/11/21	A business license (G69-02678) was issued for an Independent Massage Therapist at 2221 Paradise Road. The license remains active.

Pre-Application Meeting	
06/30/21	A pre-application meeting was held with the applicant to discuss submittal requirements for a Special Use Permit application. As the hours of operation requested are later than those allowed by Title 19, which were the same hours conditioned by City Council and agreed to by the applicant, a Major Amendment of the Special Use Permit would be required to allow the later hours.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
08/04/21 and 08/09/21	The site contains a one-story building with angled and parallel parking onsite. No graffiti was observed on the building. An off-premise sign in good condition is located on the site to the south of the building. The business was open at the time of inspection.

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Massage Establishment	TOD-1 (Transit Oriented Development-1)	C-1 (Limited Commercial)
	Off-Premise Sign		
North	Office, Other Than Listed	TOD-1 (Transit Oriented Development-1)	C-1 (Limited Commercial)
South	General Retail Store, Other Than Listed	TOD-1 (Transit Oriented Development-1)	C-1 (Limited Commercial)
	Restaurant		
East	Office, Other Than Listed	TOD-1 (Transit Oriented Development-1)	P-R (Professional Office and Parking)
West	Restaurant	TOD-1 (Transit Oriented Development-1)	C-2 (General Commercial)
	General Retail Store, Other Than Listed		
	Cannabis Dispensary		
	Liquor Establishment (Tavern)		
	Financial Institution, Specified		

Master and Neighborhood Plan Areas	***Compliance***
Las Vegas 2050 Master Plan Area: Downtown South	N/A
Beverly Green/Southridge Neighborhood Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
G-O (Gaming Enterprise Overlay) District	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)	Y
Project of Regional Significance	Y

DEVELOPMENT STANDARDS

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	
Massage Establishment	6 massage rooms	2 space per massage room, massage table or massage chair, with a min. of 6 spaces	12				
TOTAL SPACES REQUIRED			12		9		Y*
Regular and Handicap Spaces Required			11	1	8	1	Y*

*The City Council approved a Variance (VAR-72574) to allow nine parking spaces where 12 spaces are required for this use.

Waivers		
Requirement	***Request***	***Staff Recommendation***
Massage Establishment hours of operation shall be limited to the period between 6:00 a.m. and 10:00 p.m., unless further limited by the City Council on a case-by-case basis.	To allow hours of operation from 9:00 a.m. to 2:00 a.m. daily	Denial

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) change application/amendment conditions SUP

Project Address (Location) 2221 Paradise Road, Las Vegas, NV 89104

Project Name Paradise Massage **Proposed Use** Massage Establishment

Assessor's Parcel #(s) APN 162-03-413-021 **Ward #** 3

General Plan: Existing Massage Proposed _____ **Zoning:** Existing C-1 Proposed C-1 w/SUP

Additional Information _____

Property Owner Paradise Plaza LLC Contact _____

Address 11845 West Olympic Blvd., Ste. 1265W City Los Angeles State CA Zip 90064

E-mail _____ Phone 310-424-3439

Applicant L&S Group, LLC Contact Gui Rong Li

Address 2221 Paradise Road City Las Vegas State NV Zip 89104

E-mail _____ Phone 702-875-3998

Representative Kirk T. Kennedy, Attorney at Law Contact Kirk T Kennedy

Address 815 S. Casino Center Blvd. City Las Vegas State NV Zip 89101

E-mail ktkennedylaw@gmail.com Phone 702-385-5534

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.

The lessee has my authorization to make this submission.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Paradise Plaza, LLC - Allen Mescobi

Subscribed and sworn before me

This 21st day of July, 20 21

_____

Notary Public in and for said County and State

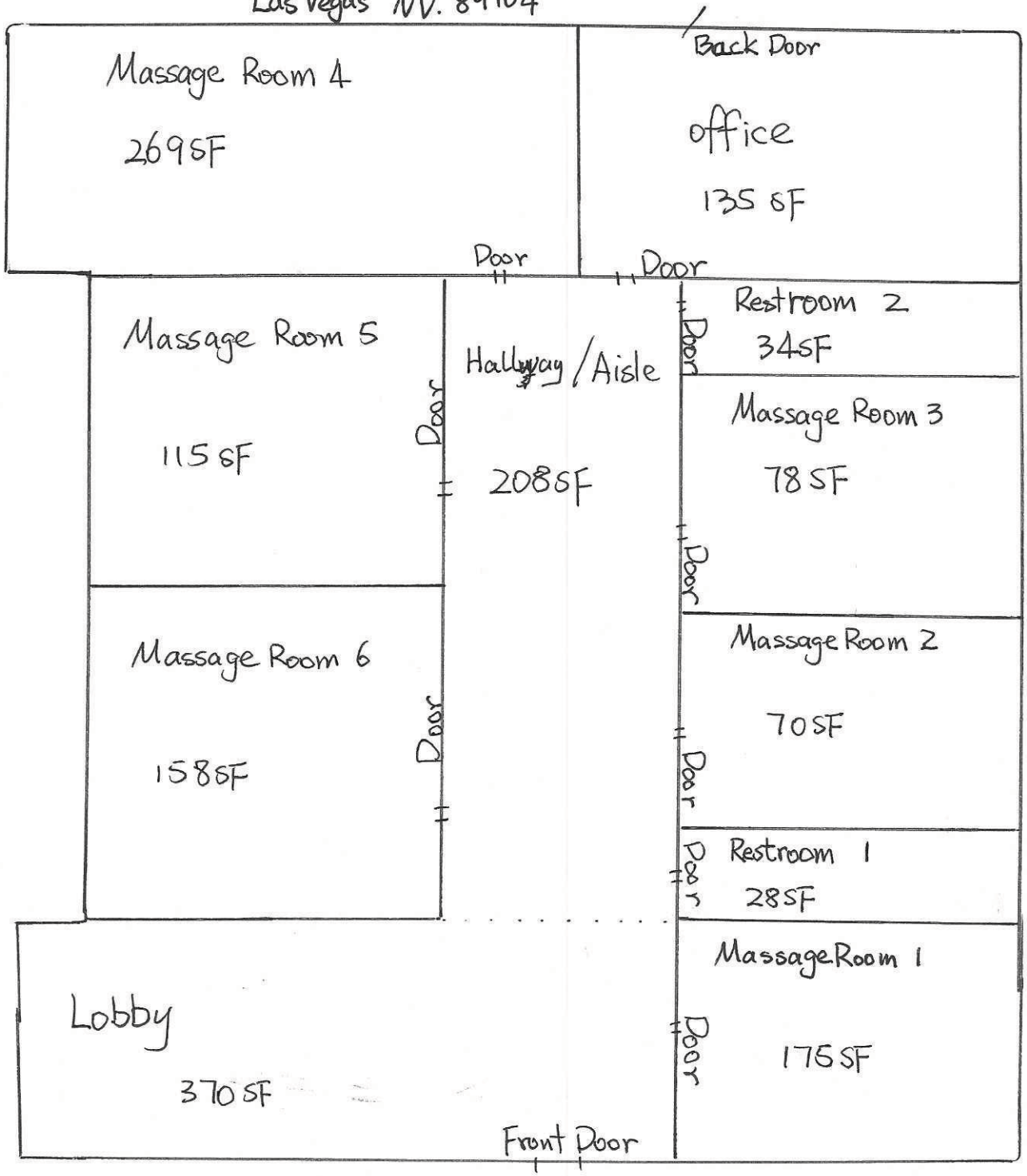
LETICIA LOPEZ
Notary Public - California
Los Angeles County
Commission # 2313926
My Comm. Expires Oct 10, 2021

21-0416
07/26/2021

Paradise Massage

2221 Paradise Rd.

Las Vegas NV. 89104

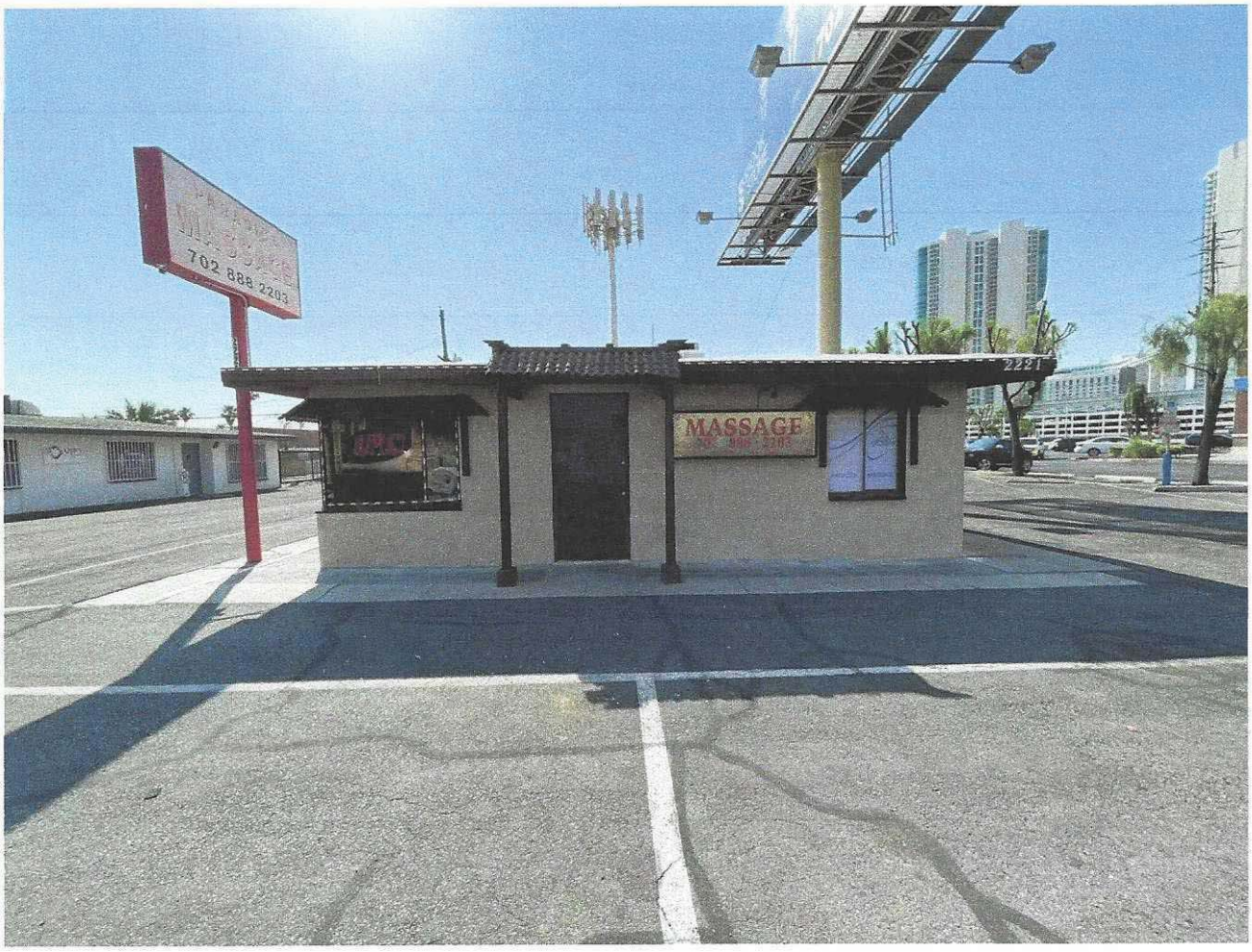


Total Square Foot 1640SF

Restroom 1	28 SF	Massage Room 3	78SF	Hallway/Aisle	208 SF
Restroom 2	34SF	Massage Room 4	269SF	Lobby	370SF
Massage Room 1	175SF	Massage Room 5	115SF	office	135 SF
Massage Room 2	70SF	Massage Room 6	158SF		

21-0416
07/22/21

FP001



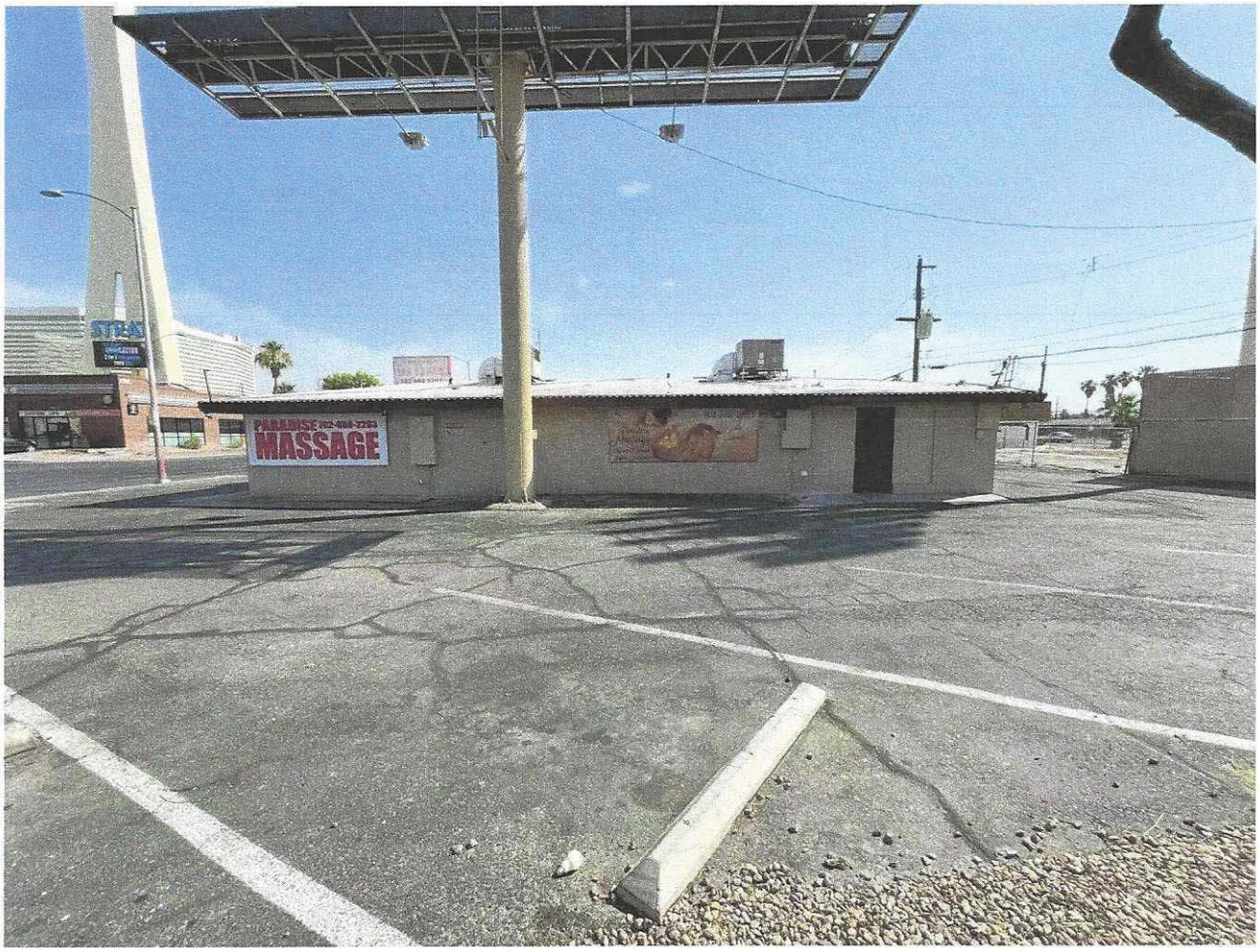
21-0416
07/22/2021



21-0416
07/22/2021



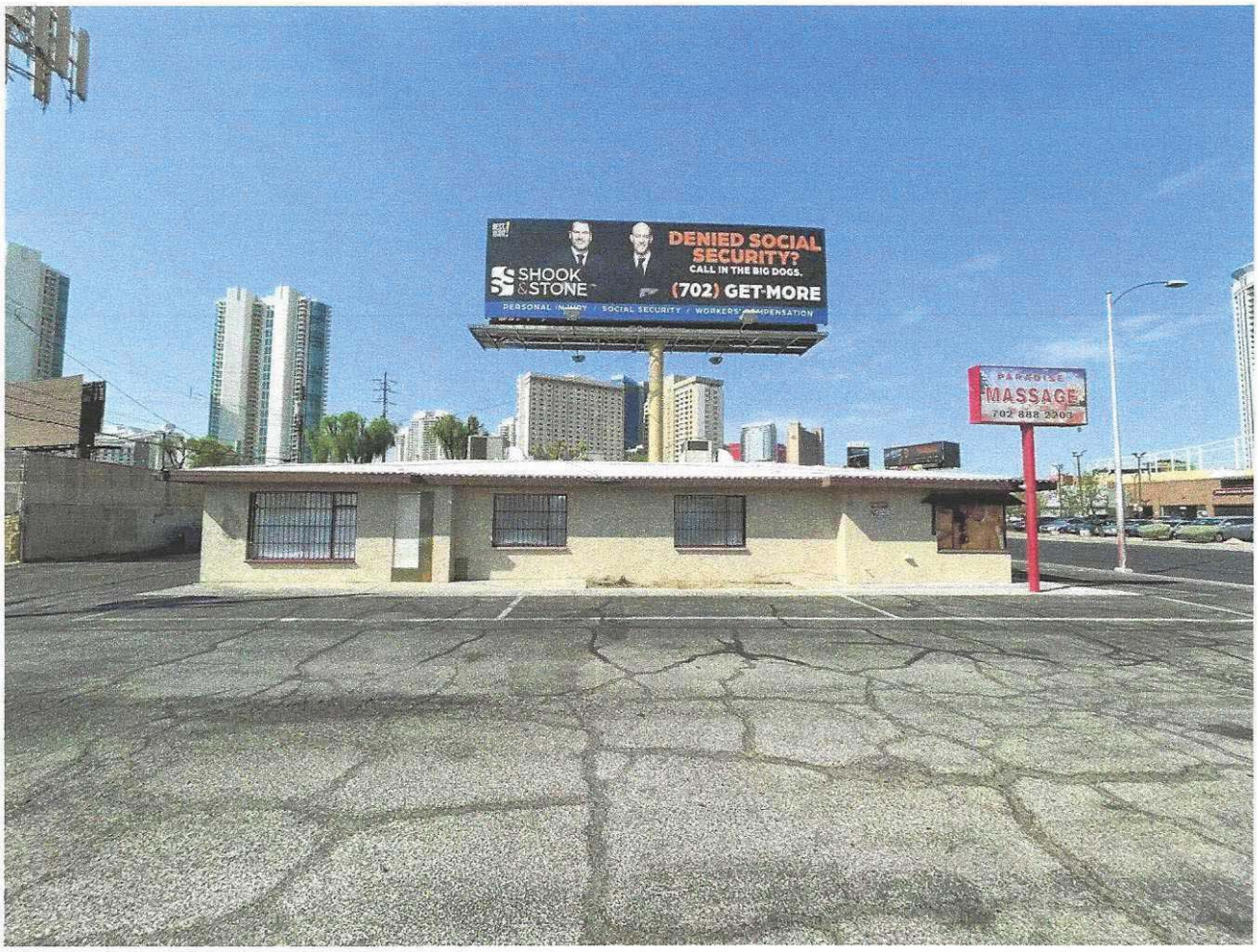
21-0416
07/22/2021



21-0416
07/22/2021



21-0416
07/22/2021



21-0416
07/22/2021



21-0416
07/22/2021



21-0416-SUP1 - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC
2221 PARADISE ROAD

08/09/2021



21-0416-SUP1 - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC
2221 PARADISE ROAD

08/09/2021



21-0416-SUP1 - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC
2221 PARADISE ROAD

08/09/2021



21-0416-SUP1 - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC
2221 PARADISE ROAD

08/04/2021



21-0416-SUP1 - APPLICANT: L&S GROUP, LLC - OWNER: PARADISE PLAZA, LLC
2221 PARADISE ROAD

08/04/2021

KIRK T. KENNEDY
ATTORNEY AT LAW
Licensed in Nevada since 1993

815 S. Casino Center Blvd.,
Las Vegas, NV 89101

Phone: (702) 385-5534
Facsimile: (702) 385-1869
Email: ktkennedylaw@gmail.com

July 13, 2021

City of Las Vegas
Planning Department
333 S. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter for Paradise Massage
Address: 2221 Paradise Road, Las Vegas, NV 89104- APN 162-03-413-021
Previous Case: SUP-72575 (PRJ-72542)

Dear City Planning:

I am counsel for Ms. Gui Rong Li and her company, L & S Group, LLC, which has been operating the licensed massage establishment of Paradise Massage at 2221 Paradise Road since 2018. This business has been operating based on the grant of its Special Use Permit application by the City Council on May 16, 2018. See Attached CLV Approval Notice, 5/17/18. In 2020, the City completed its Administrative Review, which also approved the existing operating conditions. See September 23, 2020, Approval Letter, Planning Division.

This licensed massage establishment has been offering fully licensed and regulated massage based services in a professional and clean environment in full compliance with Las Vegas Municipal Code Section 6.52 et seq. and the requirements of the Nevada Massage Board. The business only employs fully licensed therapists who hold a Nevada state issued massage license. At least one fully licensed therapist remains on staff and on duty at all times, along with the required key employee/manager.

This business has been operating without any adverse licensing or zoning related incidents since the City Council's approval in May, 2018. The owner has made a determined effort to allow only licensed massage related activities in a safe, clean and hygienic environment for customers.

21-0416
07/22/2021

The pending application with the City concerns a change application/major amendment to conditions related to the approval of the Applicant's Special Use Permit. The Applicant is requesting this change of conditions regarding the permissible hours of operation. Since May, 2018, the business has been operating with the standard City approved hours of 6am to 10pm. Given market conditions and the expanding customer base, the Applicant/Owner is requesting this change/amendment regarding the hours of operation to allow the business to operate from 9am to 2am each business day. This request, if approved, will allow for greater market share and an increase in customers during the typical day. This request will not have an adverse impact on the neighboring businesses in the area.

The Applicant/Owner moves the City to allow this change application/major amendment to the conditions of the Applicant's existing Special Use Permit solely to expand the hours of operation, as set forth herein. I remain available to answer any questions or concerns regarding this request. Thank you.

Yours truly,

Kirk T. Kennedy, Esq.
KTK/pf

21-0416
07/22/2021

LAS VEGAS CITY COUNCIL

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City Manager

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ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
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lasvegasnevada.gov

May 17, 2018

Paradise Plaza, LLC
11845 West Olympic Bouevard, Suite 1265W
Los Angeles, California 90064

RE: ABEYANCE - SUP-72575 [PRJ-72542] - SPECIAL USE PERMIT RELATED TO VAR-72574
CITY COUNCIL MEETING OF MAY 16, 2018

Dear Applicant:

The City Council at a regular meeting held on May 16, 2018 voted to ***APPROVE*** a request on an Appeal of the Denial by the Planning Commission on a request for Special Use Permit FOR A PROPOSED 1,640 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF 118 FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED, TO ALLOW A 478-FOOT DISTANCE SEPARATION FROM A MASSAGE ESTABLISHMENT WHERE 1000 FEET IS REQUIRED AND TO ALLOW OPERATING HOURS FROM 9:00 A.M. TO 3:00 A.M. WHERE 6:00 A.M. TO 10:00 P.M. IS ALLOWED at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-72542].

This approval is subject to the following conditions:

Planning

1. The hours of operation shall conform to Title 19.
2. An administrative Required Review shall be conducted 18 months from the issuance of a business license.
3. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Massage Establishment use.
4. 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.
5. A Waiver from Title 19.12 is hereby approved, to allow a distance separation of 118 feet from a residential use where 400 feet is required, to allow a 478-foot distance separation from a massage establishment where 1000 feet is required.

21-0416
07/22/2021

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2018.

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Yujie Si
L&S Group, LLC
7460 Benlomond Avenue
Las Vegas, Nevada 89179

Mr. Kirk Kennedy
Kirk T. Kennedy, Esquire
815 South Casino Center Boulevard
Las Vegas, Nevada 89101

21-0416
07/22/2021

LAS VEGAS CITY COUNCIL

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May 17, 2018

Paradise Plaza, LLC
11845 West Olympic Boulevard, Suite 1265W
Los Angeles, California 90064

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Department of Planning

RTS:PL:clb

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Las Vegas, Nevada 89179

Mr. Kirk Kennedy
Kirk T. Kennedy, Esquire
815 South Casino Center Boulevard
Las Vegas, Nevada 89101

21-0416
07/22/2021

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September 23, 2020

Paradise Plaza, LLC
11845 West Olympic Boulevard, Suite #1265W
Los Angeles, California 90064

RE: RQR-78423– ADMINISTRATIVE REQUIRED REVIEW
ADMINISTRATIVE CYCLE – OCTOBER 2020

Dear Applicant:

Your request on a Required Review of an approved Special Use Permit (SUP-72575) FOR A 1,640 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW A DISTANCE SEPARATION OF 118 FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED, TO ALLOW A 478-FOOT DISTANCE SEPARATION FROM A MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED AND TO ALLOW OPERATING HOURS FROM 9:00 A.M. TO 3:00 A.M. WHERE 6:00 A.M. TO 10:00 P.M. IS ALLOWED at 2221 Paradise Road (APN 162-03-413-021), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). has been considered administratively by the Department of Planning staff.

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21-0416
07/22/2021

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Sincerely,

Steve Swanton, AICP
Senior Planner
Long Range Planning Division

SS:clb

cc: Ms. Gul Rong Li
L&S Group, LLC
2221 Paradise Road
Las Vegas, Nevada 89104

Mr. Kirk Kennedy
Kirk T. Kennedy, Attorney-at-Law
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Las Vegas, Nevada 89101

21-0416
07/22/2021

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21-0416
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Mr. Kirk Kennedy
Kirk T. Kennedy, Attorney-at-Law
815 South Casino Center Boulevard
Las Vegas, Nevada 89101

21-0416
07/22/2021

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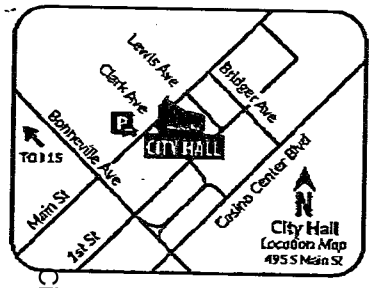

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I SUPPORT this Request

I OPPOSE this Request

Please use available blank space on card for your comments.

21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16210114517
STUBBS SUZANNE & GENE ALAN FAMILY TRUST
STUBBS GENE ALAN & SUZANNE JOHNSON TRS
222 KAREN AVE # 2707
LAS VEGAS NV 89109

101 JRDFNP1 89109

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Las Vegas, Nevada 89101

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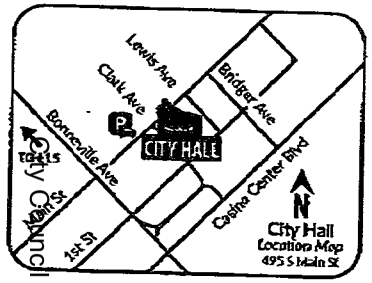
Permit No. 1630



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☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16210114552
WAGGONER SANDRA
STUBBS SUZANNE & GENE ALAN FAMILY TRUST
222 KAREN AVE # 2707
LAS VEGAS NV 89109

101 JRDFNP1 89109

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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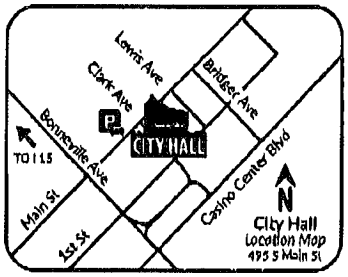

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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21-0416-SUP1
City Council Meeting of **12/15/2021**

21-0416-SUP1
16210114285
KFIT NV L L C
1200 MENLO DR N W STE A
ATLANTA GA 30318-4170

Submitted after final agenda
#35 W-3

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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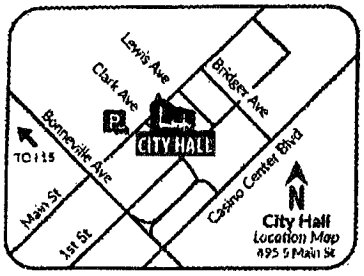

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☒ I OPPOSE this Request

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21-0416-SUP1

City Council Meeting of **12/15/2021**

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21-0416-SUP1
16210114419
GENULLIS ERIN COLLEEN & KLAUS
19054 E BELLEWOOD DR
AURORA CO 80015

Dec 06 21 12:11p Stephen A. Gordon 702-893-2201 p.1

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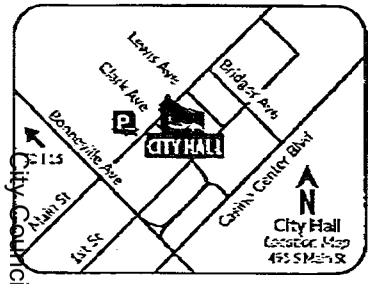

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21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
PO BOX 11028
LAS VEGAS NV 89111-1028

33 JRDFNP1 89111

From: Bailey Kennedy
17025628821
2021-12-07 16:26:24 PST
City Council - Page 899
Page: 1 of 3
To: +17023824803

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2021 DEC -7 P 4:29

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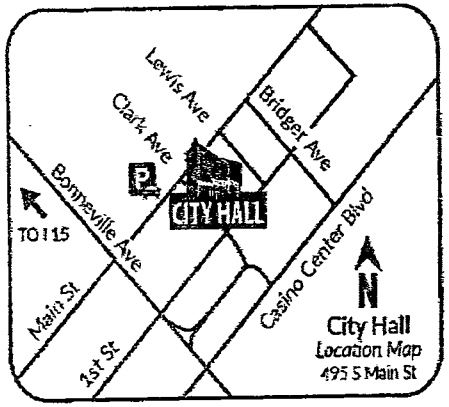

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16203413023
S & S C HOLDINGS L L C
8984 SPANISH RIDGE AVE
LAS VEGAS NV 89148

From: Bailey Kennedy
17025628821
2021-12-07 16:26:24 PST
Page: 2 of 3
To: +17023824803

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2021 DEC -7 P 4:29

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Las Vegas, Nevada 89101

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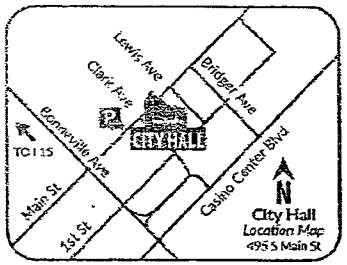

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16203413024
S & S C HOLDINGS L L C
8984 SPANISH RIDGE AVE
LAS VEGAS NV 89148

139 JRDFNP1 89148

From: Bailey Kennedy
17025628821
2021-12-07 16:26:24 PST
City Council - Page 901
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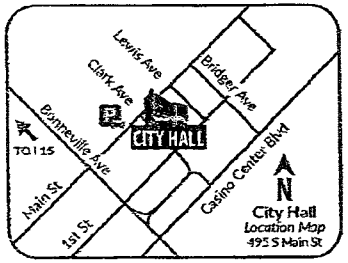

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16203413025
S & S C HOLDINGS L L C
8984 SPANISH RIDGE AVE
LAS VEGAS NV 89148

139 JRDFNP1 89148

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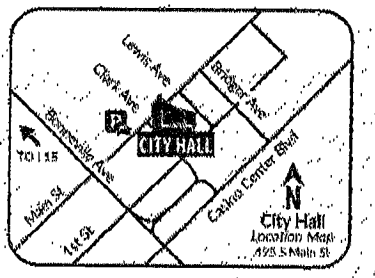

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0416-SUP1
City Council Meeting of **12/15/2021**

21-0416-SUP1
16210114149
WEE ROBERT B H & SIA-WEE LORNA Y H REV INT-VIV TR
WEE ROBERT B H CO-TRS
8715 E BANNER RIDGE
ANAHEIM CA 92808

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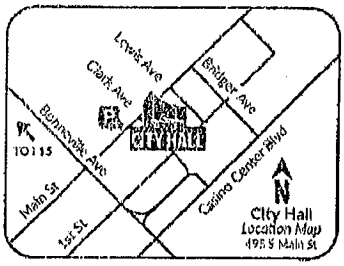

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☐ I SUPPORT this Request

XX I OPPOSE this Request

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21-0416-SUP1

City Council Meeting of **12/15/2021**

21-0416-SUP1
16210114002
PHILLIPS JACQUELINE M
500 ALA MOANA BLVD STE 7400
HONOLULU HI 96813

E-MAILED

152 JRDFNP1 96813

Submitted after final agenda

Date 12/13/2021 Item 35

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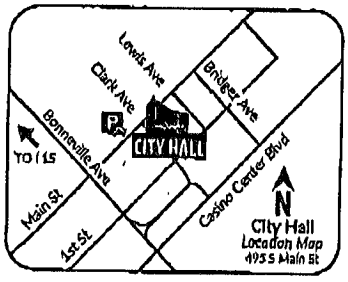

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21-0416-SUP1
City Council Meeting of **12/15/2021**

21-0416-SUP1
16203415016
MEADOW CREEK L L C
11736 PUERTO BANUS AVE
LAS VEGAS NV 89138

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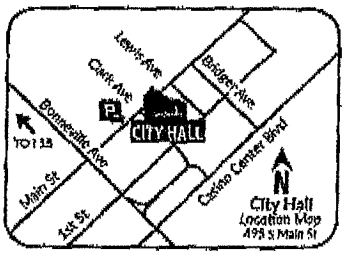

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0416-SUP1

Planning Commission Meeting of **10/12/2021**

21-0416-SUP1
16210102002
J G N K NEVADA INVESTMENTS L L C
3720 S SUSAN ST # 100
SANTA ANA CA 92704-6957

32P

Oct 04 21 08:51a Stephen A. Gordon 702-893-2201 p.1

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495 South Main Street
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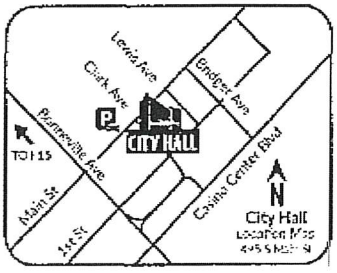

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0416-SUP1

Planning Commission Meeting of **10/12/2021**

21-0416-SUP1
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
PO BOX 11028
LAS VEGAS NV 89111-1028

32P

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495 South Main Street
Las Vegas, Nevada 89101

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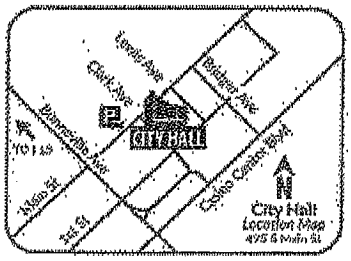

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0416-SUP1

Planning Commission Meeting of **10/12/2021**

21-0416-SUP1
16210114149
WEE ROBERT B H & SIA-WEE LORNA Y H
REV INT-VIV TR
WEE ROBERT B H CO-TRS
8715 E BANNER RIDGE
ANAHEIM CA 92808

1 1 2 HRDFNF1 92808

32A

10/06/21 10:03:44 310.263.3052 <- City of Las Vegas Robert Wee Page 004

KIRK T. KENNEDY
ATTORNEY AT LAW
Licensed in Nevada since 1993

815 S. Casino Center Blvd.,
Las Vegas, NV 89101

Phone: (702) 385-5534
Facsimile: (702) 385-1869
Email: ktkennedylaw@gmail.com

October 5, 2021

Eric McCammond
Senior Management Analyst
City of Las Vegas
Planning Commission
495 S. Main St.
Las Vegas, NV 89101

RE: REQUEST TO ABEY- OCTOBER 12, 2021, PLANNING COMMISSION
Application: 21-0416-SUP1

Dear Mr. McCammond/Planning Commission:

I am Counsel for the Applicant in the matter of application number 21-0416-SUP1; Paradise Plaza LLC. This matter is set for Planning Commission consideration on October 12, 2021, at 6 p.m. I have a scheduling conflict at that time, which necessitates my request to abey this matter from October 12 to the November 9, Planning Commission Agenda.

Your cooperation to abey this matter to the next Agenda calendar is appreciated. Thank you.

Yours truly,

Kirk T. Kennedy, Esq.

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10/05/2021
ITEM #32

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Las Vegas, Nevada 89101

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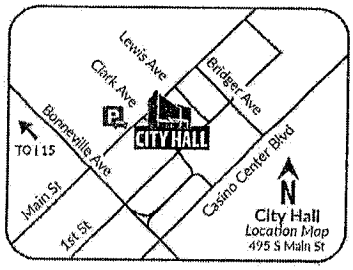

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0416-SUP1

Planning Commission Meeting of **10/12/2021**

21-0416-SUP1
16203411006
MOFFATT FAMILY TRUST
MOFFATT JOIANNE TRS
3101 PLAZA DE ERNESTO
LAS VEGAS NV 89102-4022

89 MRDFMP1 89102

Submitted after final agenda
19P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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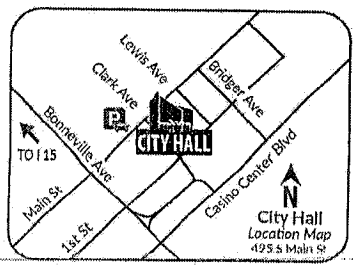

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0416-SUP1

Planning Commission Meeting of **10/12/2021**

21-0416-SUP1
16210114211
DEGHERI BERNARD J & PATRICIA A
322 KAREN AVE # 2903
LAS VEGAS NV 89109

101 HRDFMP1 89109

19p

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
36

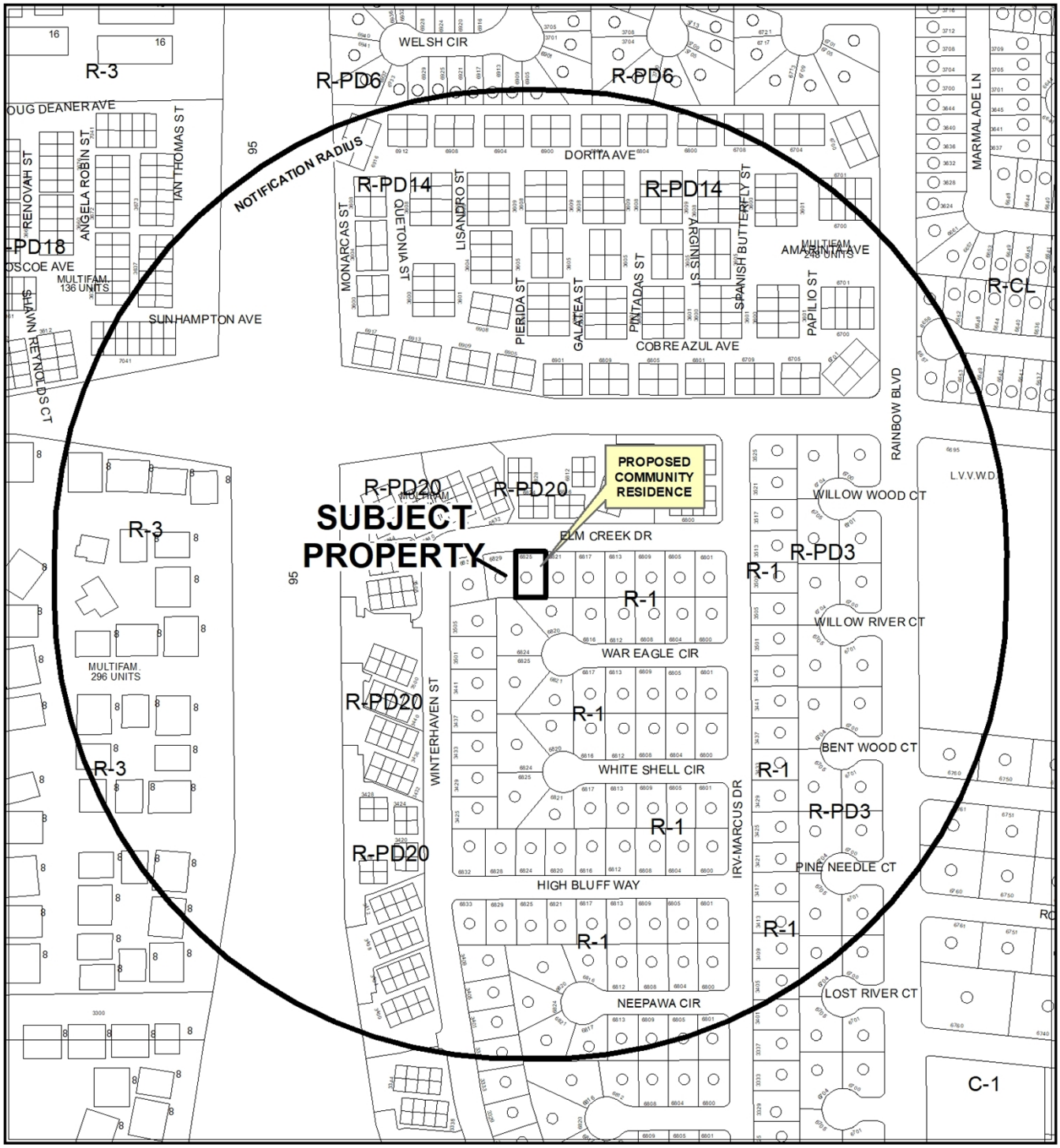
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	18	Planning Commission Mtg.	0
City Council Meeting	21	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Protest-Support Postcards
8. Submitted after Final Agenda - Protest-Support Postcards
9. Backup Submitted for the October 12, 2021 Planning Commission Meeting
10. Backup Submitted for the November 9, 2021 Planning Commission Meeting



CASE: **21-0438-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)



0 245 490 Feet

CASE: 21-0438-SUP1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



21-0438-SUP1

Community Residence

Business Licenses

- Half-way House
- Residential Group Care
- Alzheimer's Care

Bus Stops

Subject Property

660 foot buffer

N

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

Date: Monday, September 13, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0438-SUP1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 708 (By City Clerk)

PROTESTS 18

APPROVALS 0

CS

**** CONDITIONS ****

21-0438-SUP1 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a Special Use Permit request for a proposed Community Residence use at 6825 Elm Creek Drive.

ISSUES

- A Community Residence is listed as a Conditional land use in the R-1 (Single Family Residential) zoning district.
- Approval of a Special Use Permit is required as the applicant fails to meet Conditional Use Regulation Number 1, which requires a 660-foot distance separation from any other existing Community Residence use.
- Department of Planning issued Conditional Use Permit (CUV-77195) for a Community Residence use on property adjacent to the west, located at 6829 Elm Creek Drive.

ANALYSIS

The subject site is zoned R-1 (Single Family Residential) and subject to Title 19 development standards. It is home to an existing four-bedroom single-family dwelling and located within a primarily single-family, detached residential subdivision. There is a Multi-Family residential development on the property adjacent to the north. Per the submitted justification letter, the applicant proposes to operate a Community Residence in which they work directly with the states caseworkers and doctors. The operator is a state contractor for Nevada helping mental health patients maximize their independence. Residents are taught basic living skills with the goal of them eventually moving on to a better place. The applicant currently operates an existing Community Residence use within the house adjacent to the west.

Per Title 19, a Community Residence (including Family Community Residence and Transitional Community Residence) use is defined as, "A residential family-like living arrangement for 5 to 10 unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents has a lessened ability to ambulate adequately. The use includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:

1. Senior Citizen Apartment;
2. Individual Care Center;
3. Convalescent Care Facility/Nursing Home;
4. Facility for Transitional Living for Released Offenders;
5. Facility to Provide Testing, Treatment, or Counseling for Drug and Alcohol Abuse;
6. Hospice;
7. Sex Offender Counseling Facility;
8. Boarding House or Rooming House;
9. Any other group living arrangement for unrelated individuals who are not disabled; or
10. Any of the following, as defined by NRS Chapter 449:
    a) Facilities for the Treatment of Drug and Alcohol Abuse;
    b) Modified Medical Detoxification Facilities;
    c) Transitional Living Facilities for Released Offenders;
    d) Facility for the Treatment of Narcotics; or
    e) Community Triage Center."

Pursuant to Title 19.12.040, when a Conditional Use Regulation cannot be met, a Special Use Permit is required to establish the use. This location does not meet Conditional Use Regulation 1, which requires Community Residences to be at least 660 feet away from one another. A Community Residence use is currently operated on property adjacent to the west. Staff does not support the Special Use Permit request as the intent of Title 19 is to protect neighborhoods from becoming over saturated with Community Residence uses. Therefore, staff recommends denial. If approved, it will be subject to conditions.

FINDINGS (21-0438-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding land uses due to its close proximity to an existing community residence use on property adjacent to the west.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable due to its close proximity to an existing community residence use on property adjacent to the west.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed from Elm Creek Drive, a 60-foot Local Street, which is adequate in size to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   If approved, the proposed Community Residence use will be subject to state regulations and inspections to ensure the public health, safety, or general welfare is not compromised.

5. **The use meets all of the applicable conditions per Title 19.12.**

   This location does not meet Conditional Use Regulation 1, which requires Community Residences to be at least 660 feet away from one another.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/06/19	Department of Planning issued Conditional Use Permit (CUV-77195) for a Community Residence located at 6829 Elm Creek Drive.
11/09/21	The Planning Commission unanimously voted to recommend DENIAL on a Land Use Entitlement project (21-0438-SUP1) request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony).

Most Recent Change of Ownership	
06/30/20	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/19/20	Building Permit (#R20-02414) was issued for a patio cover. The permit was finalized on 02/28/20.

Pre-Application Meeting	
07/12/21	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/02/21	Staff conducted a routine field check and found an existing single-family dwelling. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.15

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Multi-Family Residential	M (Medium Density Residential)	R-PD20 (Residential Planned Development – 20 Units per Acre)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

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	
Community Residence (including Family Community Residence and Transitional Community Residence)	1 dwelling unit	2:dwelling unit	2				
TOTAL SPACES REQUIRED			2		2		Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Special Use Permit

Project Address (Location) 6825 Elm Creek Drive, Las Vegas, NV 89108

Project Name Freedom Home LLC **Proposed Use** P50 - Group Home

Assessor's Parcel #(s) 138107140 10 **Ward #** 4

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information Contracted with Southern Nevada Adult Mental Health Services helping to teach the most vulnerable in our community to live independently

Property Owner Stephen Singletary Contact 517-316-6188

Address 3058 W Linton Drive City West Jordan State UT Zip 84088

E-mail Stes31577@gmail.com Phone 517-316-6188

Applicant Ryan Frechette Contact _____

Address 6825 Elm Creek Drive City Las Vegas State NV Zip 89108

E-mail Fritchilde@yahoo.com Phone 978-815-0553

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 Stephen Singletary

Subscribed and sworn before me

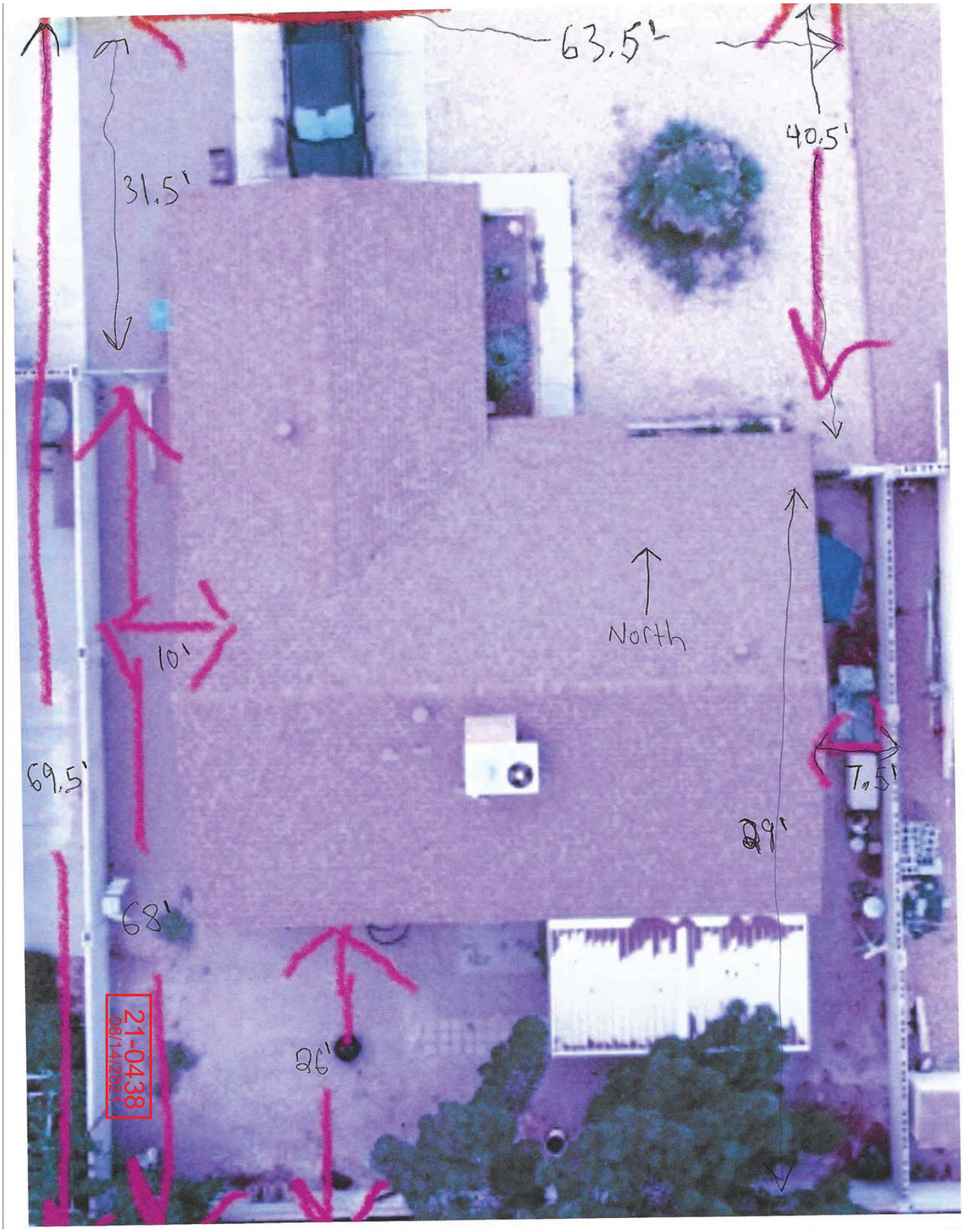
This 3rd day of August 20 21

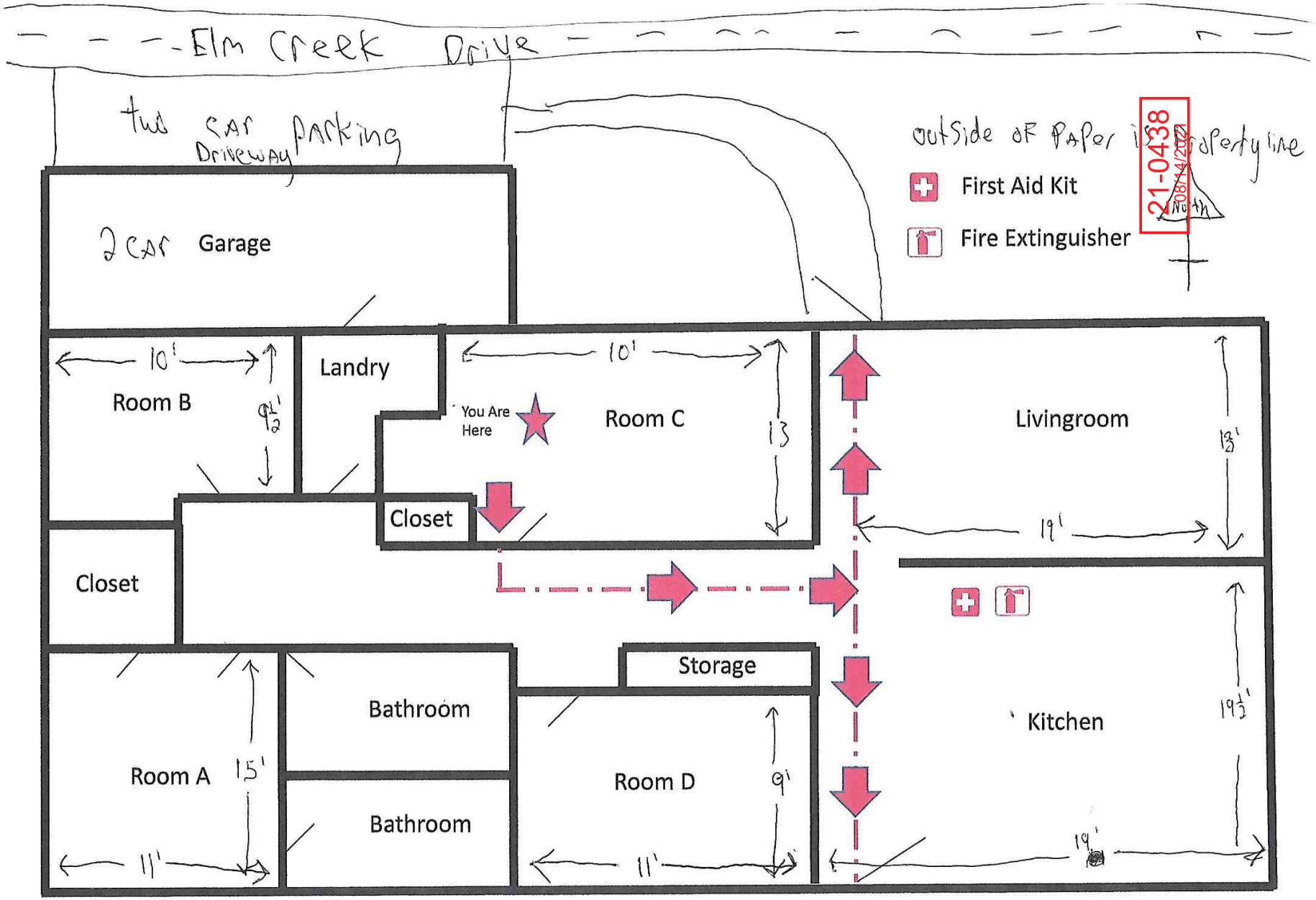
Utah, Salt Lake.

Notary Public in and for said County and State

21-0438
08/14/2021

Lauren Gubler
Notary Public
State of Utah
My Commission Expires 10/01/2022
#702639


63.5'
40.5'
31.5'
North
10'
69.5'
7.5'
99'
68'
26'
21-0438
08/14/2021


Elm Creek Drive
two car Driveway parking
outside of paper is property line
First Aid Kit
Fire Extinguisher
21-0438
08/14/2021
2 car Garage
Landry
Room B
10'
9½'
You Are Here
Room C
10'
13'
Livingroom
13½'
19'
Closet
Closet
Storage
Bathroom
Bathroom
Room A
15'
11'
Room D
9'
11'
Kitchen
19½'
19'



21-0438-SUP1 - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY
6825 ELM CREEK DRIVE

09/02/2021

Ryan Frechette
Freedom Home LLC.
fritchitde@yahoo.com
6825 Elm Creek DR
978-815-0553

6/20/2021

Justification Letter

The goal of Freedom Home LLC. (FH) is to house and teach mental health patients how to maximize their independence. We are contracted with the state of Nevada and also have a property next door, doing the same thing.

We work directly with the states Caseworkers and Doctors. We teach them basic living skills within the home, so they could move on to a better place. We are trained in how to handle people in need and are doing a lot for the community.

We are A residential family-like living arrangement for 5 to 10 unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes, including all Fire Marshal codes.

On behalf of FH and the community we really appreciate the City of Las Vegas continuing to help us, and the community, flourish for the sake of our future. If there are any more questions I would be happy to answer. I can be reached directly with my cell phone number above.

Thank You,

Ryan Frechette

21-0438
08/14/2021

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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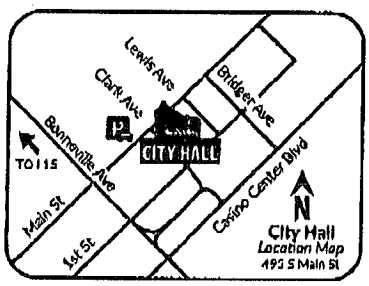

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21-0438-SUP1
13810615011
DESJARDINS RAYMOND & BARBARA
5509 AVANT GARDE CT
LAS VEGAS NV 89146

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1
City Council Meeting of **12/15/2021**

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
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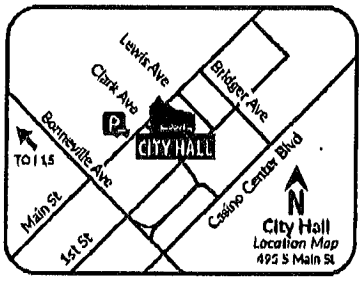

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1
City Council Meeting of **12/15/2021**

21-0438-SUP1
13810721013
STUTHEIT STEVEN & E M REV LIV TR
STUTHEIT STEVEN J & ELLA MAE TRS
6401 WHITE TIGER CT
LAS VEGAS NV 89130-1875

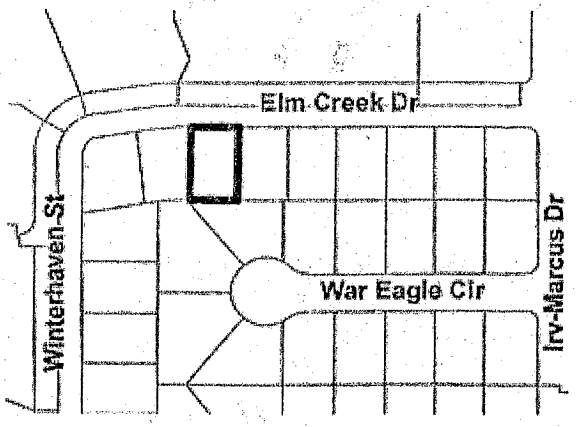
Application Information

21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

Our neighborhood already has a known drug house where there has been a murder, the Cheyenne & Rainbow area is not a safe area either. Lets please not add more possibilities for crime

Debra Olsen

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/15/2021
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

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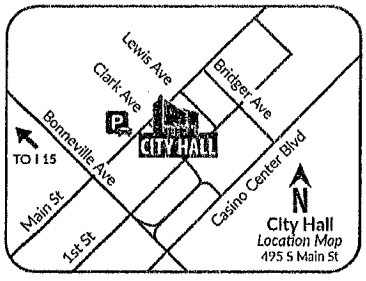

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1
City Council Meeting of **12/15/2021**

21-0438-SUP1
13810714022
OLSEN DELRAY & DEBRA C
6820 WAR EAGLE CIR
LAS VEGAS NV 89108-5017

Submitted after final agenda
#36 W-4

99 JRDFMP1 89108

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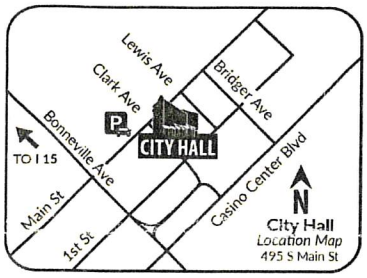

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21-0438-SUP1

City Council Meeting of **12/15/2021**

I oppose this request as there has been an upswing in crime in this neighborhood. I am concerned a residence like this would add to the current crime situation. I also believe this kind of residence in this neighborhood will LOWER our property values.

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21-0438-SUP1
13810712013
D M B LIVING TRUST
BRIMER DURENE M TRS
6816 ELM CREEK DR # 101
LAS VEGAS NV 89128

SUP1

99 JRDFNP1 89108

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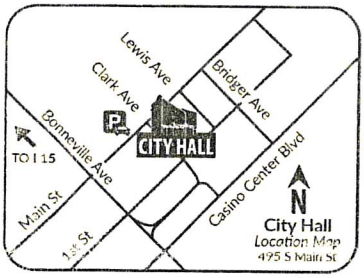

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1

City Council Meeting of **12/15/2021**

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21-0438-SUP1
13810714016
CHARLTON CLARENCE JOSEPH SR
6801 ELM CREEK DR
LAS VEGAS NV 89108-5016

99 JRDFNP1 89108

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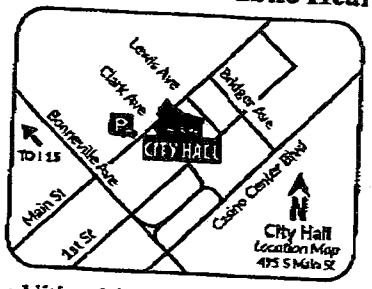

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810720001
CLAIR TYSON T
6832 ELM CREEK DR # 104
LAS VEGAS NV 89108-5040

99 JRDFNP1 89108

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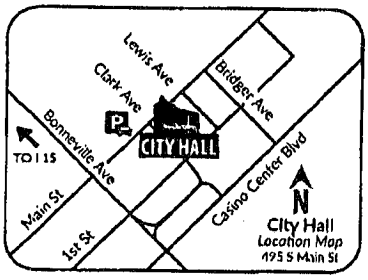

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

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21-0438-SUP1
13810721015
HAAS MICHAEL G
3440 WINTERHAVEN ST # 201
LAS VEGAS NV 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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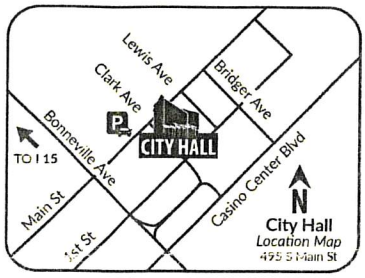

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21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810715039
SCHMIDT SANDRA M
HAGAR SABRINA G
3437 IRV-MARCUS DR
LAS VEGAS NV 89108-5005

99 JRDFNP1 89108

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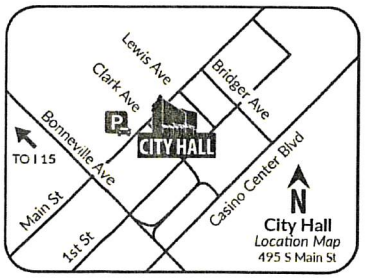

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810723001
SHEPARD PAMELA J
3428 WINTERHAVEN ST # 102
LAS VEGAS NV 89108-5055

99 JRDFNP1 89108

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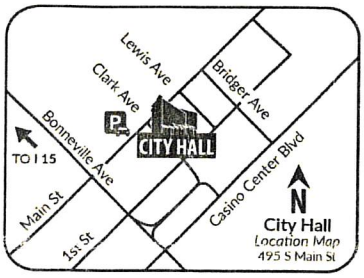

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810614033
MACK PATRICIA REVOCABLE LIVING TRUST
MACK PATRICIA TRS
6900 DORITA AVE # 101
LAS VEGAS NV 89108-8700

99 JRDFNP1 89108

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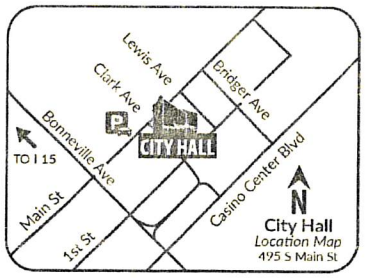

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21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810714028
GUEVARA YOLANDA
6809 WAR EAGLE CIR
LAS VEGAS NV 89108-5018

99 JRDFNP1 89108

City of Las Vegas, Office of The City Clerk
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Las Vegas, Nevada 89101

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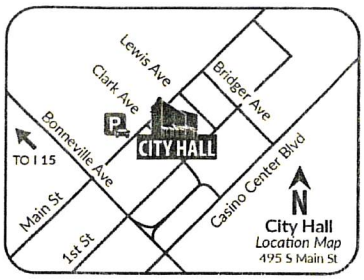

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For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office 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.

21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810614188
DALAIMO JO-ANN M
3600 GALATEA ST # 104
LAS VEGAS NV 89108-8707

99 JRDFNP1 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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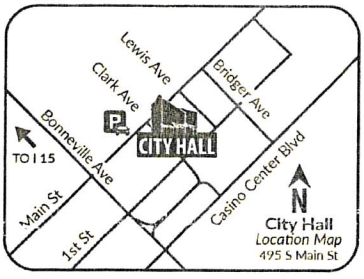

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810614192
VETSCH MARGRITH & HANS PETER
3600 GALATEA ST # 204
LAS VEGAS NV 89108-8707

99 JRDFNP1 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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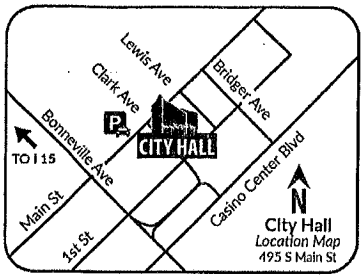

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810719009
BORMANN GERALD & FELICITY FAM TR
BORMANN GERALD L & FELICITY TRS
3206 CROWN COVE CT
LAS VEGAS NV 89117-2555

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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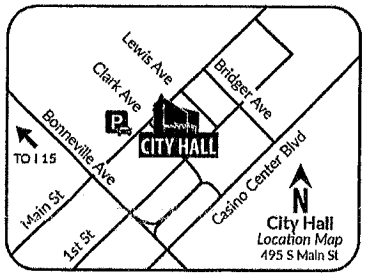

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810713013
OZUNA DEANA E
6800 ELM CREEK DR # 204
LAS VEGAS NV 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
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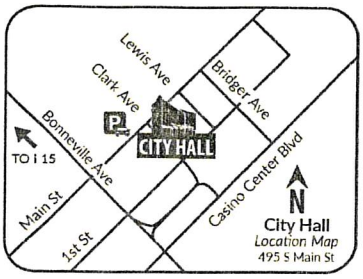

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810715005
KAOURATE INDRA
RAVITSKI VLADISLAV
415 RARITAN AVE
STATEN ISLAND NY 10305-2345

4 JRDFNP1 10305

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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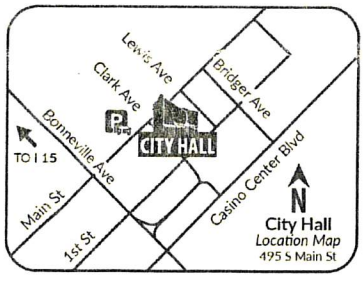

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

21-0438-SUP1
13810614162
HARDESTY STEVEN D TRUST
HARDESTY STEVEN D TRS
3605 ARGINIS ST UNIT 102
LAS VEGAS NV 89108

Submitted after final ag

Item 36
12/13/2021

99 JRDFNP1 89108

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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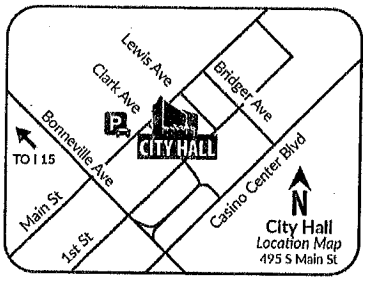

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0438-SUP1
City Council Meeting of **12/15/2021**

21-0438-SUP1
13810718006
CARTER LANA B TRUST
CARTER LANA B TRS
175 PECOS WAY
LAS VEGAS NV 89121-2477

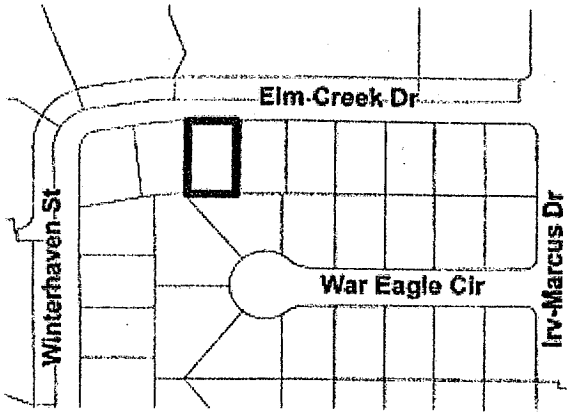
69 JRDPMP1 89121

Application Information

21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

Applicant should find an area where special use permit is not needed. Look for proper ly zoned space. Do not Lower our property Valu. Thank you
Lana Cas

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/15/2021
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
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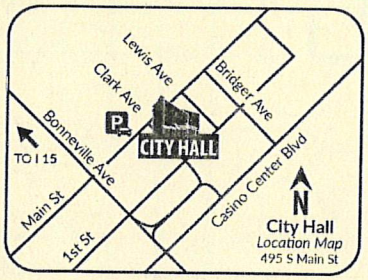

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1
City Council Meeting of **12/15/2021**

21-0438-SUP1
13810716004
WARREN MATTHEW
6812 NEEPAWA CIR
LAS VEGAS NV 89108-5004

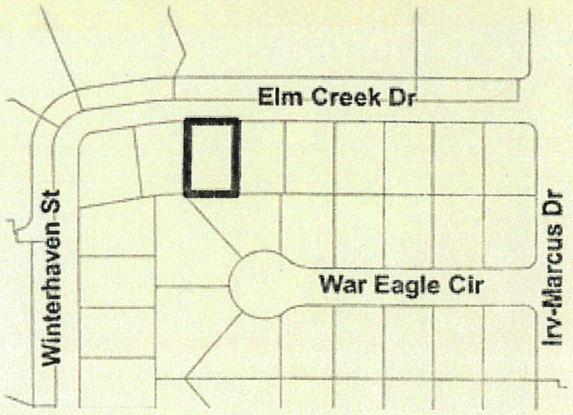
99 JRDFNP1 89108

Application Information

21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

I am strongly opposed to an additional home being used to house the mentally ill, additional homes being used in the same neighborhood would be detrimental to the livability of the other home owners.

Application Location



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Public Hearing Information

Meeting:	City Council
Date:	12/15/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

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Las Vegas, Nevada 89101

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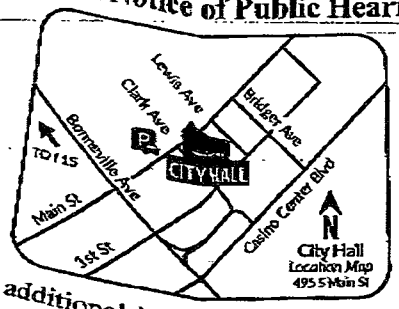

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1
City Council Meeting of 12/15/2021

21-0438-SUP1
13810715027
JOHNSON D L REVOCABLE LIVING TRUST
JOHNSON DAVID A & LISETTE M TRS
6821 HIGH BLUFF WAY
LAS VEGAS NV 89108-5020

89 JRDFNP1 89108

Submitted after final agenda

Date 12/13/2021 Item 36

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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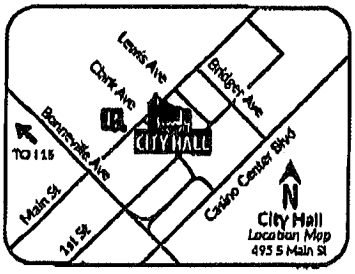

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

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21-0438-SUP1
13810719011
CAMPBELL ROBYN & DEANNA E
6844 ELM CREEK DR # 101
LAS VEGAS NV 89108

Submitted after final agenda

Date 12/14/2021 Item 36

No. 0364 P. 1

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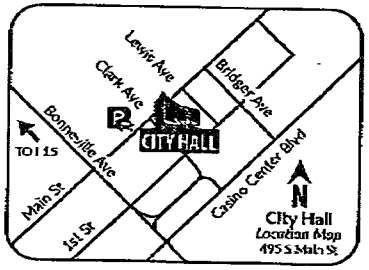

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

City Council Meeting of **12/15/2021**

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Las Vegas, NV
Permit No. 1630

21-0438-SUP1
13810715035
LARSON BENJAMIN SANTOS & PURITA
3421 IRV-MARCUS DR
LAS VEGAS NV 89108

99 JADFNP1 89108

Dec. 14. 2021 3:44PM

City Council - Page 945

City of Las Vegas, Office of The City Clerk
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Las Vegas, Nevada 89101
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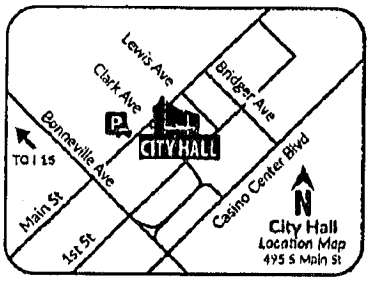

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1
City Council Meeting of **12/15/2021**

21-0438-SUP1
13810614046
HAGEN T V & T L REV INT VIV TR
HAGEN THOMAS V & THERESA CO-TRS
PO BOX 81573
LAS VEGAS NV 89180-1573

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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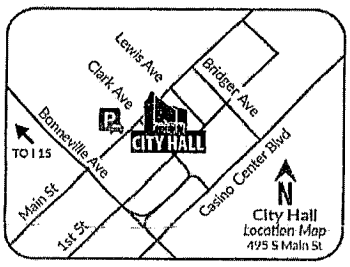

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810715039
SCHMIDT SANDRA M
HAGAR SABRINA G
3437 IRV-MARCUS DR
LAS VEGAS NV 89108-5005

89 HRDFNP1 89108

Submitted after final agenda

33P

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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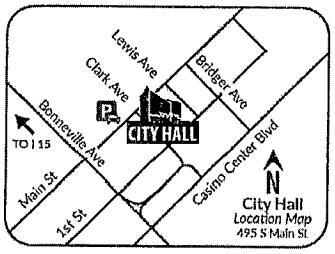

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1
Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810715002
GRIES NICKOLENE M
6804 WHITE SHELL CIR
LAS VEGAS NV 89108-5022

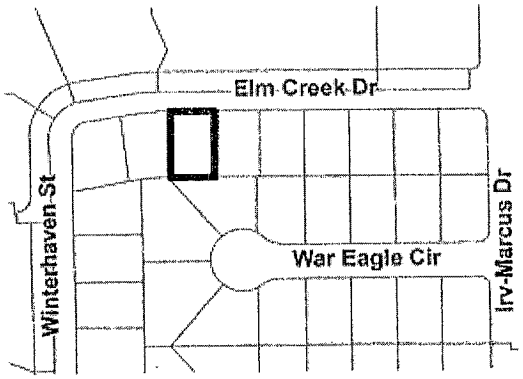
89 HRDFMP1 89108

Application Information

21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony).

I have owned this house for 19 years. I have seen a steady decline in the neighborhood w/ Rentals, burglaries, beggers, squatters, homeless, drugs, hoardes, trash and the list goes on and on. There has been murders and human trafficking HERE. Not only is it not good for the proposed facility IT IS NOT Good for US/Me!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*10/12/2021*
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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City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

* See other side for comments *

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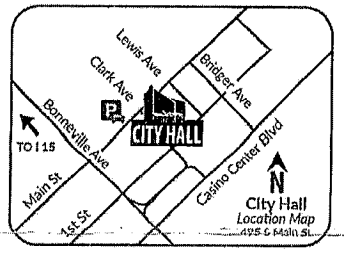

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0438-SUP1
Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810712013
D M B LIVING TRUST
BRIMER DURENE M TRS
6816 ELM CREEK DR # 101
LAS VEGAS NV 89128

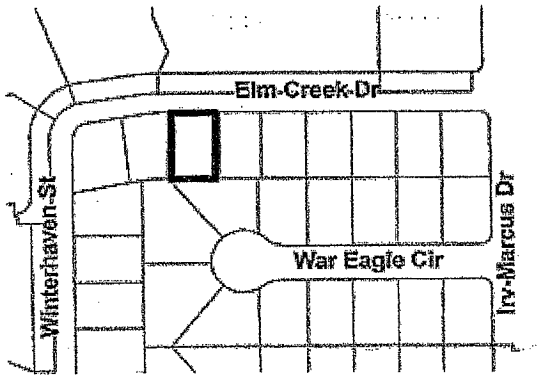
99 HRDFMP1 89108

Application Information

21-0438-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RYAN FRECHETTE - OWNER: STEPHEN SINGLETARY - For possible action on a Land Use Entitlement project request FOR A PROPOSED COMMUNITY RESIDENCE (INCLUDING FAMILY COMMUNITY RESIDENCE AND TRANSITIONAL COMMUNITY RESIDENCE) USE at 6825 Elm Creek Drive (APN 138-10-714-010), R-1 (Single Family Residential) Zone, Ward 4 (Anthony).

This community has seen an influx of crime lately, including a homicide in the street at Winterhaven & Atwood, I am against any community residence or transitional community residence in this neighborhood.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*10/12/2021*
Time:	6:00 PM
Location:	Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada

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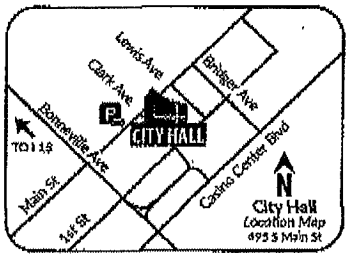

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810713001
HOWELL DEBORAH M
6804 ELM CREEK DR # 104
LAS VEGAS NV 89108-5039

33 P

LAS VEGAS NV 890
8 OCT 2021 PM 5 L

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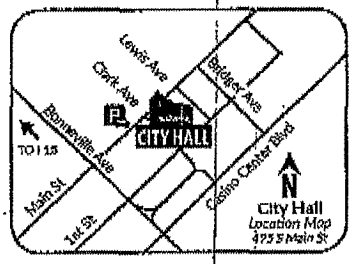

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810715027
JOHNSON D L REVOCABLE LIVING TRUST
JOHNSON DAVID A & LISETTE M TRS
6821 HIGH BLUFF WAY
LAS VEGAS NV 89108-5020

99 HRDFNP1 89108

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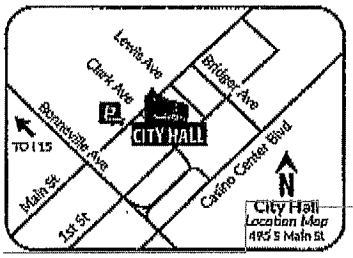

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810713004
ELLISON PATRICIA R
6804 ELM CREEK DR # 102
LAS VEGAS NV 89108-5039

This is a very old + quiet neighborhood + we do not need Pa Hat or ½ way houses on our street

P. Ellison

33P

99 HRDFNP1 89108

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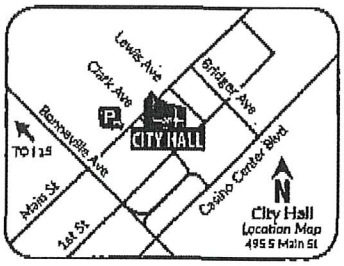

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

These are Single family only

21-0438-SUP1
13810724011
STEVENS CHERYL A TRUST
STEVENS CHERYL A TRS
3408 WINTERHAVEN ST UNIT 102
LAS VEGAS NV 89108

89 HRDFMP1 89108

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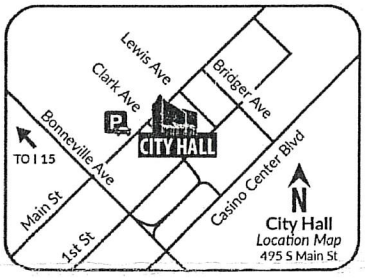

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1
Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810723001
SHEPARD PAMELA J
3428 WINTERHAVEN ST # 102
LAS VEGAS NV 89108-5055

89 HRDFNP1 89108

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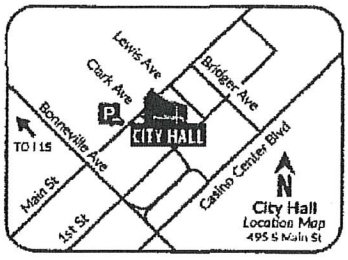

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810714028
GUEVARA YOLANDA
6809 WAR EAGLE CIR
LAS VEGAS NV 89108-5018

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495 South Main Street
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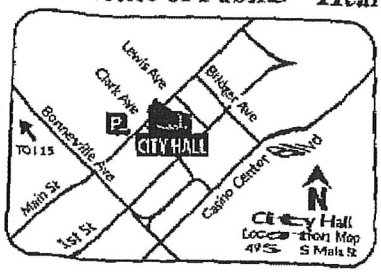

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810720001
CLAIR TYSON T
6832 ELM CREEK DR # 104
LAS VEGAS NV 89108-5040

89 MRDFNP1 89108

33P

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

7024647499@fax.to Lynn(Sterling 2 [datemm/dd/yy] 13 38

Since the definition of these residences can include halfway houses for drug addicts or felons this is a big NO!

City of Las Vegas, Department of Planning
495 South Main Street
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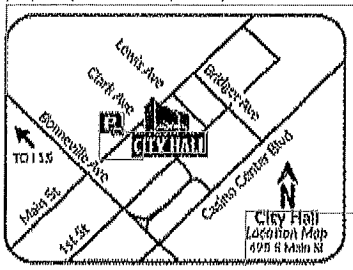

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810723004
STERLING BEVERLY LYNN
3428 WINTERHAVEN ST # 201
LAS VEGAS NV 89108-5055

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Submitted after final agenda

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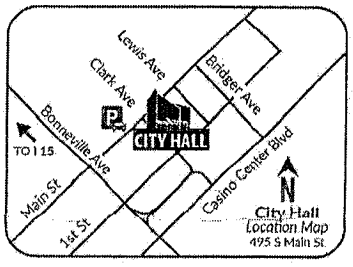

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810714017
EVANS IRENE LIVING TRUST
EVANS VERNA IRENE & DAN A TRS
17 SCOTT ST
SAN FRANCISCO CA 94117

125 HRDFMP1 8417

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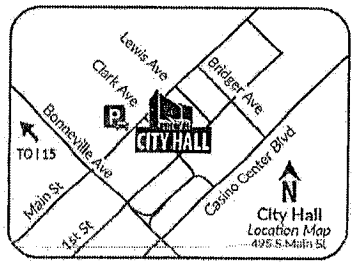

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810614033
MACK ROBERT & PATRICIA
6900 DORITA AVE # 101
LAS VEGAS NV 89108-8700

89 MRDFMF1 8910B

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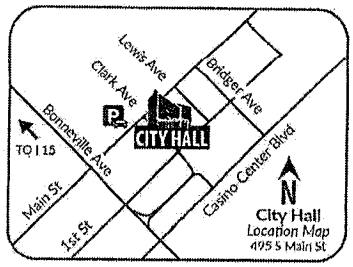

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810713003
PHILLIPS BARRY M & CAROLEE
6804 ELM CREEK DR # 101
LAS VEGAS NV 89108-5039

89 HRDFMP1 89103

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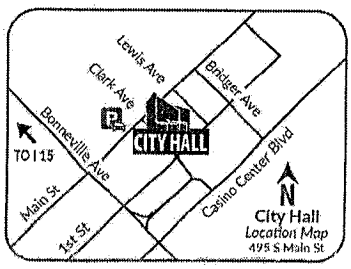

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810713011
WALLACE RHODERICK J
6800 ELM CREEK DR # 101
LAS VEGAS NV 89108

89 MRDFMP1 89108

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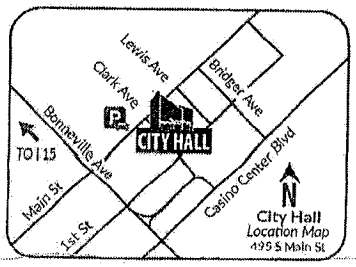

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810715003
MCINTOSH ROBERT WILLIAM JR
6808 WHITE SHELL CIR
LAS VEGAS NV 89108

89 HRDFNP1 89108

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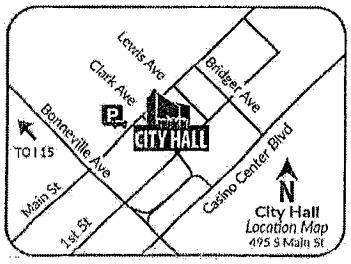

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810615095
JOSHYD L L C
11 GLENWOOD DR
GREAT NECK NY 11021

2 MRDFNP1 11021

20P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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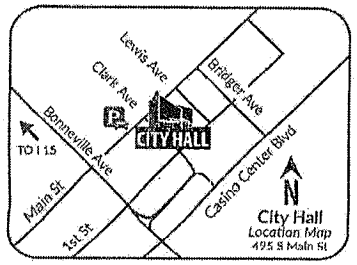
Official Notice of Public Hearing



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OCT 18 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.

21-0438-SUP1

Planning Commission Meeting of **10/12/2021**

21-0438-SUP1
13810721004
KOLISH HEIDI
3500 WINTERHAVEN ST # 102
LAS VEGAS NV 89108-5051

89 MRDFNP1 89108

20P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
37

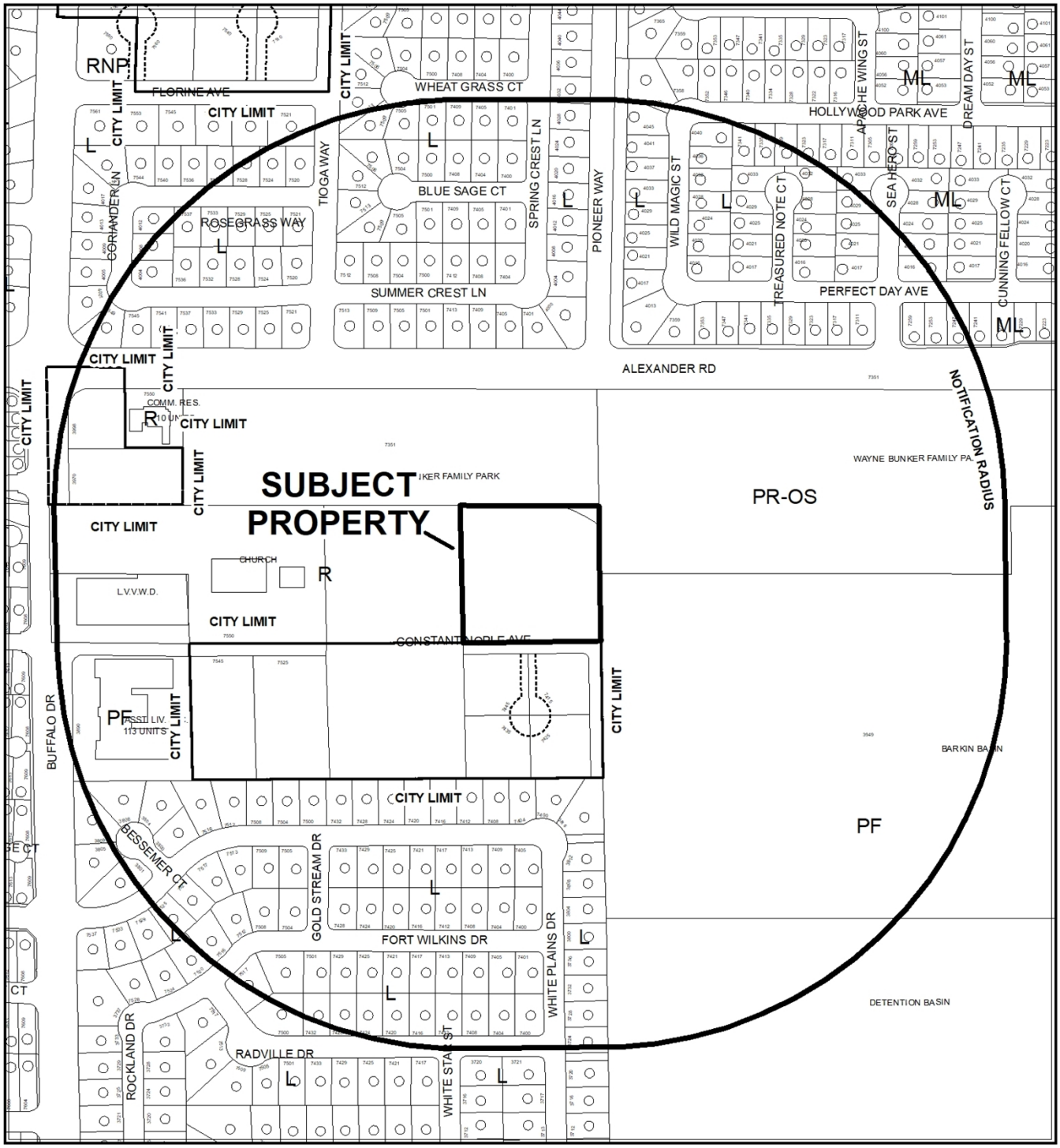
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0497 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a Land Use Entitlement project requests on 2.50 acres (APNs 138-10-101-006 and 138-10-196-002) at 7418 Constantinople Avenue, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire 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 APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - 21-0497-GPA1
2. Land Use Map - 21-0497-GPA1
3. Location and Aerial Maps
4. Land Use Map - 21-0497-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Submitted after Final Agenda - Protest Postcard
10. Backup Submitted for the October 12, 2021 Planning Commission Meeting
11. Backup Submitted for the November 9, 2021 Planning Commission Meeting



0 280 560 Feet

CASE: **21-0497-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

N



0 280 560 Feet

CASE: **21-0497-GPA1**

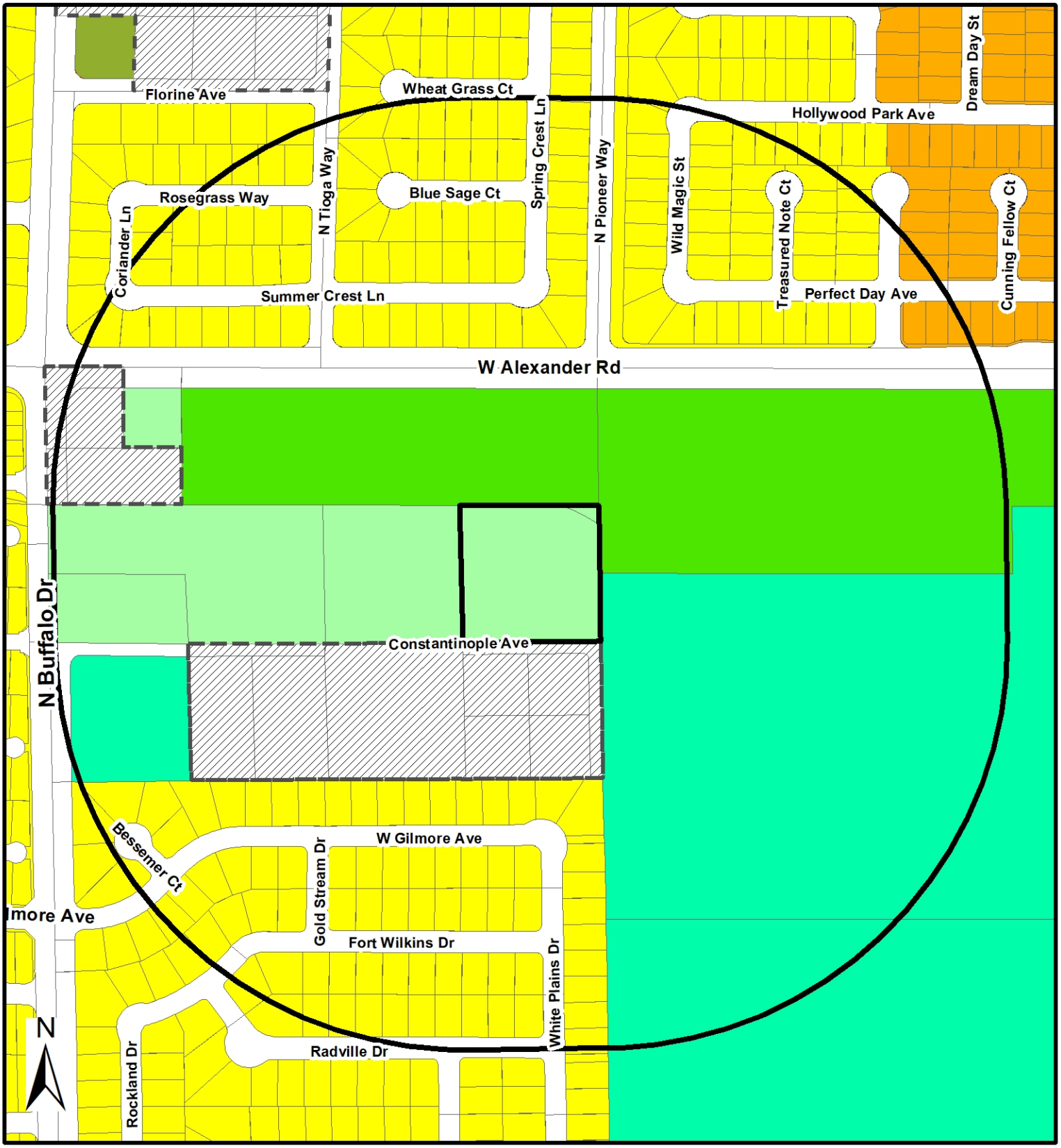
RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES)

N

21-0497-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 R to PF

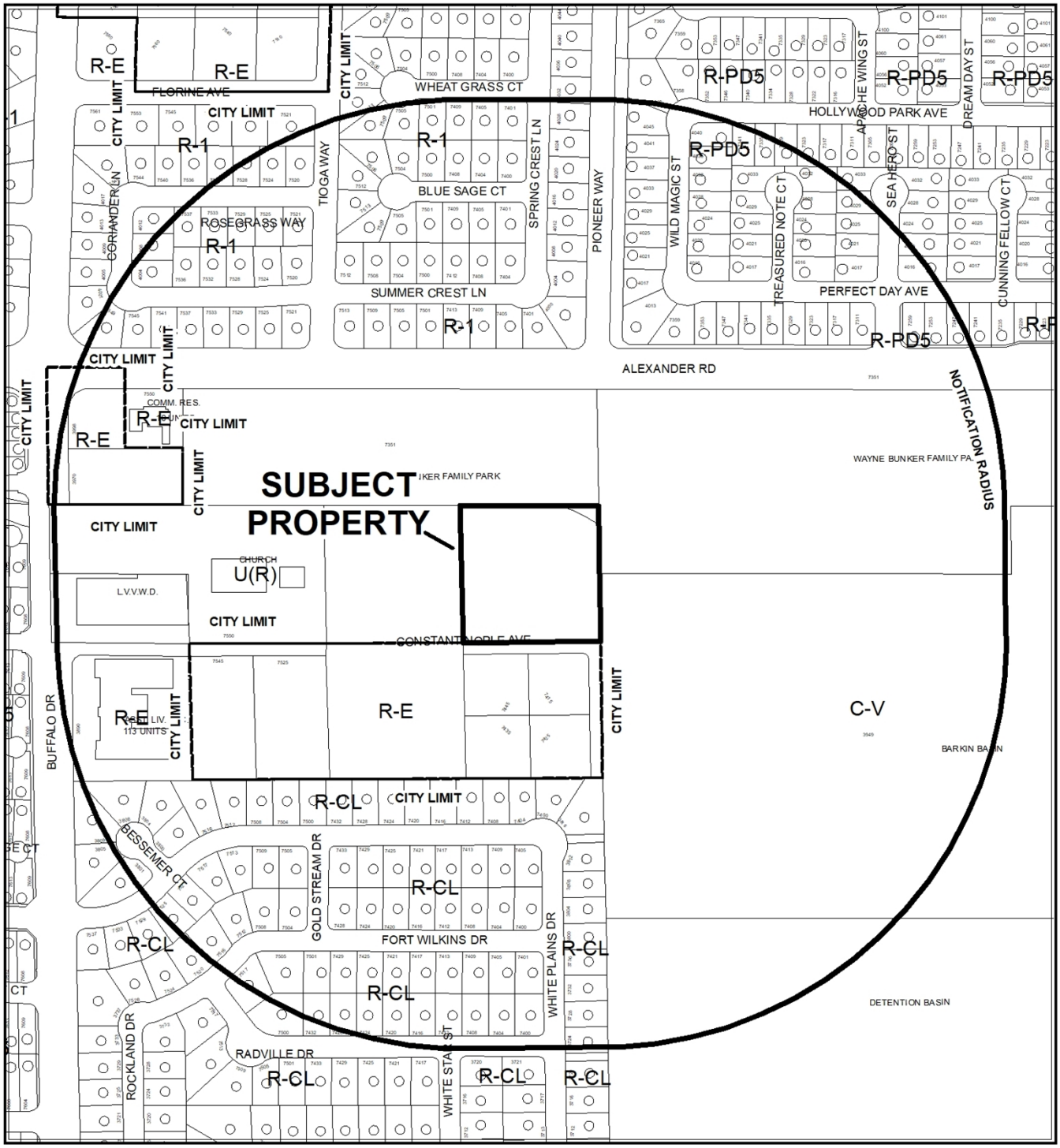
Subject Property

City Limits

Not City

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 31, 2021



CASE: **21-0497**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



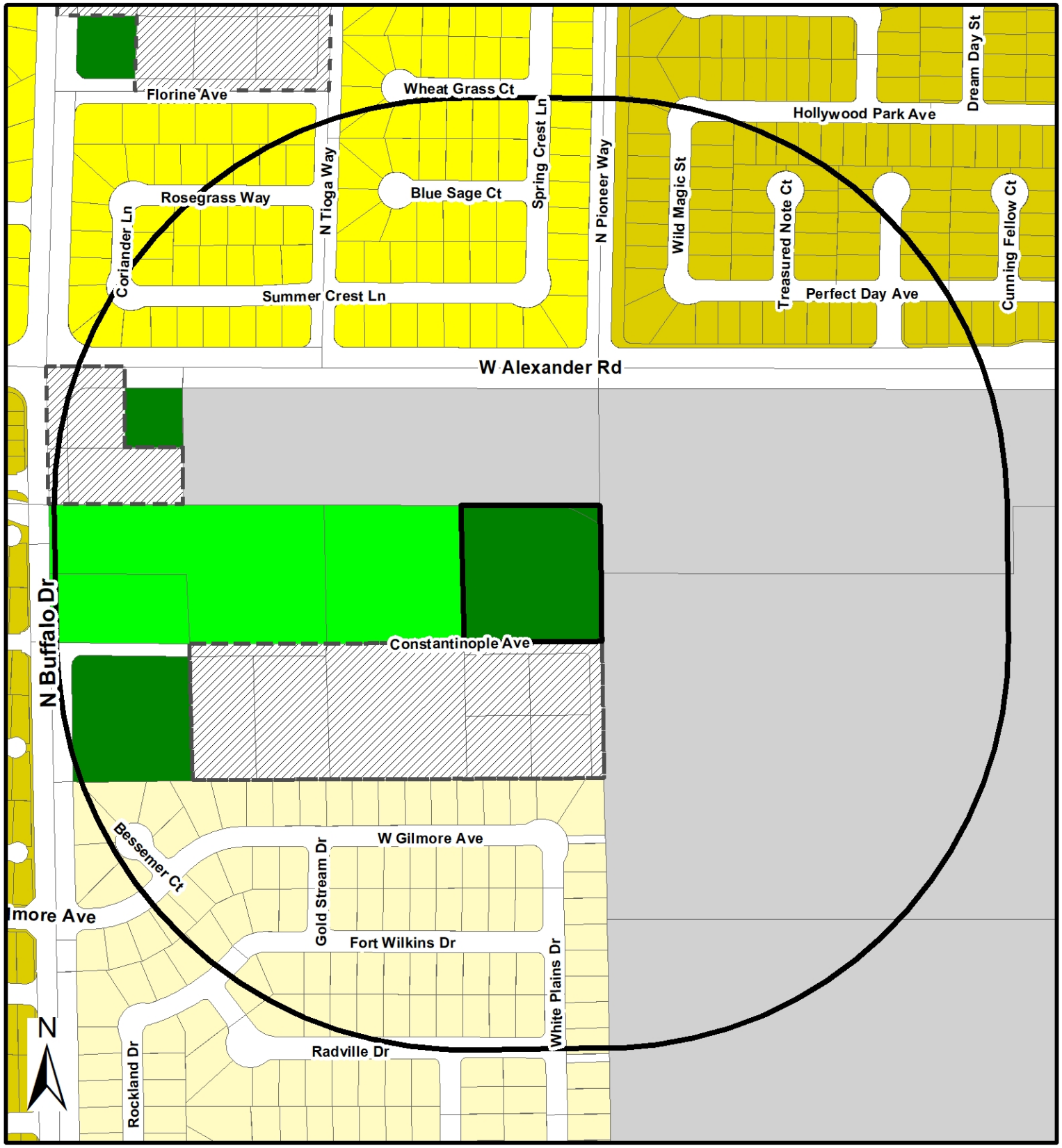
CASE: **21-0497**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

21-0497-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
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- 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 C-V

Subject Property

City Limits

Not City

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Geographic Information System
Planning & Development Dept.
762-229-6301

Date: Tuesday, August 31, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0497-GPA1	Staff recommends APPROVAL.	
21-0497-ZON1	Staff recommends APPROVAL.	21-0497-GPA1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 213 (By City Clerk)

PROTESTS 1

APPROVALS 0

FS

**** STAFF REPORT ****

PROJECT DESCRIPTION

The request is for a General Plan Amendment from R (Rural) to PF (Public Facility), and a Rezoning from R-E (Residence Estates) to C-V (Civic) on property located at 7418 Constantinople Avenue.

ISSUES

- A Site Development Plan Review has not been requested at this time.
- The subject site is owned by the City of Las Vegas, and staff recommends approval of both the General Plan Amendment and Rezoning requests.

ANALYSIS

The request is for a General Plan Amendment from R (Rural) to PF (Public Facility), and a Rezoning from R-E (Residence Estates) to C-V (Civic) on a 2.5-acre City of Las Vegas owned parcel located at 7418 Constantinople Avenue.

The PF (Public Facility) land use designation accommodates the C-V (Civic) zoning district, which is intended for the development of public or quasi-public uses such as parks and public facilities. The purpose of the proposed General Plan Amendment and Rezoning is to prepare the land for the future expansion of Wayne Bunker Park, which is located to the north of the subject site. A Site Development Plan Review will be submitted at a later date pending the finalization of the park design and available funding.

The proposed land use actions will allow for the eventual expansion of the existing Wayne Bunker Park, which will increase the amount of park space in this area of the City and further the park space goals stated in the 2050 Master Plan. Staff recommends approval of the request.

FINDINGS (21-0497-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 General Plan Amendment to the PF (Public Facility) land use designation is compatible with the existing adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed C-V (Civic) zoning designation will be compatible with the existing adjacent land uses and zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate transportation, recreation, utility, and other facilities to accommodate the uses permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment conforms to other applicable adopted plans and policies.

FINDINGS (21-0497-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.**

   With approval of the companion General Plan Amendment (21-0497-GPA1) to the PF (Public Facility) land use designation, the rezoning will conform to the General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The public uses that are allowed by the C-V (Civic) zoning district are generally compatible with the surrounding land uses and zoning districts.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

Development factors in the local vicinity justifies the rezoning of this property to allow for additional public facilities for residents in the surrounding area.

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.

At this time, there is no access being proposed from the adjacent street.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/04/21	The City Council adopted Ordinance No. 6793, which annexed the subject property into the City of Las Vegas.
10/12/21	The Planning Commission voted (6-0) to hold in ABEYANCE 21-0497 [GPA1 and ZON1] to the November 9, 2021 Planning Commission meeting.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 2.50 acres (APNs 138-10-101-006 and 138-10-196-002) at 7418 Constantinople Avenue, Ward 4 (Anthony). • **21-0497-GPA1** - GENERAL PLAN AMENDMENT - FROM: R (RURAL) TO: PF (PUBLIC FACILITIES) • **21-0497-ZON1** - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC)

Most Recent Change of Ownership	
11/20/19	A deed was recorded for a change in ownership.

Pre-Application Meeting	
08/10/20	A pre-application meeting was held and general submittal requirements were discussed.

Neighborhood Meeting	
09/28/21	A neighborhood meeting was held at 6 PM at the Durango Hills YMCA. There were no members of the public in attendance.

Field Check	
09/09/21	The subject site is undeveloped.

Details of Application Request	
Site Area	
Gross Acres	2.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	R (Rural Density Residential)	R-E (Residence Estates)
North	Public Park	PR-OS (Parks, Recreation - Open Space)	C-V (Civic)
South	Single Family Residential	RL (Residential-Low) Clark County Designation	R-E (Residence Estates) Clark County Designation
East	Public Park Detention Basin	PF (Public Facility) PR-OS (Parks, Recreation - Open Space)	C-V (Civic)
West	Undeveloped	R (Rural Density Residential)	U (Undeveloped)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	2.49 Units per Acre	6
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-V (Civic)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
R (Rural Density Residential)	3.6 Units per Acre	9
Proposed General Plan	***Permitted Density***	***Units Allowed***
PF (Public Facility)	N/A	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) General Plan Amendment, Zone Change

Project Address (Location) 7418 Constantinople Ave.

Project Name Regional Pickleball Complex at Wayne Bunker Park **Proposed Use** C-V

Assessor's Parcel #(s) 13810101006, 13810101019, 13810196002 **Ward #** 4

General Plan: Existing Desert Rural Proposed Public Facility **Zoning:** Existing (R-E) (U(R)) Proposed C-V

Additional Information Proposed Pickleball Complex three separate parcels south of Wayne Bunker Park.

Property Owner City of Las Vegas Contact Marlene Siska

Address 495 South Main Street City LV State NV Zip 89101

E-mail msiska@lasvegasnevada.gov Phone 702 229-2269

Applicant Marlene Siska Contact Marlene Siska

Address 495 South Main Street City LV State NV Zip 89101

E-mail msiska@lasvegasnevada.gov Phone 702 229-2269

Representative Marlene Siska Contact Marlene Siska

Address 495 South Main Street City LV State Nv Zip 89101

E-mail msiska@lasvegasnevada.gov Phone 702 229-2269

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 Teresa M. Boyce

Subscribed and sworn before me Teresa M. Boyce

This 16th day of August 2021

Christina Strong

Notary Public in and for said County and State

CHRISTINA STRONG
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-1185-1
My Appt. Expires January 4, 2023

21-0497
08/17/2021



21-0497-GPA1 AND 21-0497-ZON1 - APPLICANT/OWNER: CITY OF LAS VEGAS
7418 CONSTANTINOPLE AVENUE

09/16/2021

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

PUBLIC WORKS
MIKE JANSSEN, P.E., PTOE
EXECUTIVE DIRECTOR OF
INFRASTRUCTURE

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
711 | TTY

cityoflasvegas
lasvegasnevada.gov

August 12, 2021

City of Las Vegas Department of Planning
City Hall
495 S. Main St.
Las Vegas, Nevada 89101

Attn: Seth Floyd – Director

Project: Regional Pickleball Complex at Wayne Bunker Park
Project Number: MWA725

Re: Justification Letter – General Plan Amendment / Rezone

Current Zoning Classifications:

A.P.N 13810101006 2.58 Acres: Undeveloped Rural (U(R))

A.P.N. 13810101019 2.45 acres: Rural Estates Residential (R-E)

A.P.N. 13810196002 tiny corner: Rural Estates Residential (R-E)

Attention Current Planning:

The City would like to be heard for a General Plan Amendment / Rezone at the October 12 Planning Commission meeting and November 17th City Council meeting. The request will be from Desert Rural to Public Facility. The City of Las Vegas is requesting the above three parcel's Current Zoning Classifications be changed to C-V. The zoning will then be consistent with the adjacent park.

Sincerely,

Marlene Siska, AIA
City of Las Vegas
Architectural Project Manager

21-0497
08/17/2021

Application Information

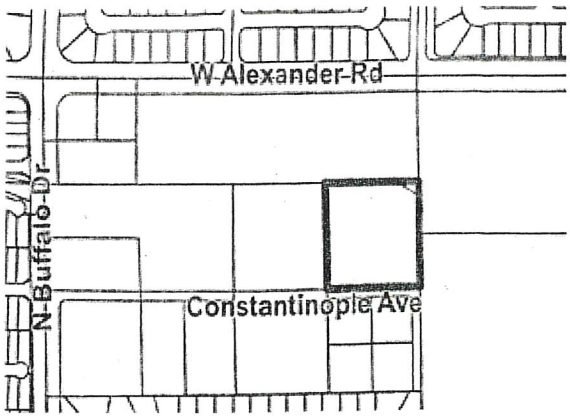
21-0497 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a Land Use Entitlement project requests on 2.50 acres (APNs 138-10-101-006 and 138-10-196-002) at 7418 Constantinople Avenue, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the entire Land Use Entitlement project.

21-0497-GPA1 - GENERAL PLAN AMENDMENT - FROM: R (RURAL) TO: PF (PUBLIC FACILITIES)

21-0497-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC)

THIS STREET IS NOT LARGE ENOUGH FOR ANYMORE TRAFFIC THEN IT ALREADY HAS.

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	City Council
Date:	12/15/2021
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 tha 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 th 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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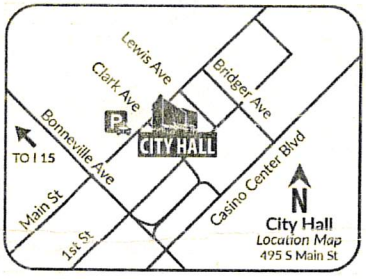

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0497 and 21-0497-GPA1 and 21-0497-ZON1
City Council Meeting of **12/15/2021**

21-0497
13810110026
RAY DONALD V & KAREN REV LIV TR
RAY DONALD V & KAREN C TRS
7417 GILMORE AVE
LAS VEGAS NV 89129-6575

Submitted after final agenda
37a96 W-4

125 JRDFNP1 89129

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: 21-0497-GPA1 AND 21-0497-ZON1

SUBJECT: APPLICANT/OWNER: CITY OF LAS VEGAS

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***OCTOBER 12, 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, OCTOBER 11, 2021.***

[signature] 10·6·2021

Signature Date

Marlene M. Giska CLV Arch project manager.

Please Print Name

City of Las Vegas.

Company Name

Submitted after final agenda

RECEIVED
10/07/2021
ITEMS 15a-b
10/12/2021 PC

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
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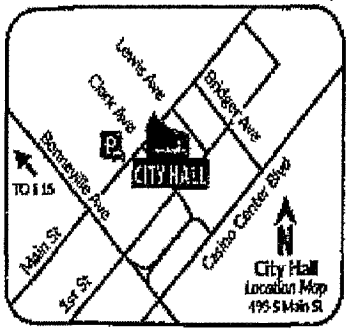
Permit No. 1690



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OCT 12 2021
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.

21-0497 and 21-0497-GPA1 and 21-0497-ZON1

Planning Commission Meeting of **10/12/2021**

21-0497
13810101008
ROSEQUIST FAMILY TRUST
ROSEQUIST ALICIA D & JASON D TRS
7545 CONSTANTINOPLE AVE
LAS VEGAS NV 89129-6506

125 HRDFNP1 89129

15a-b P

Nora Lares

From: noreply@formstack.com
Sent: Thursday, October 7, 2021 11:46 PM
To: Planning Comments
Subject: Planning Application Comments Form

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 10/07/21 11:45 PM

Meeting Date:	Tuesday, October 12, 2021
Project Number:	21-0497
Position:	I OPPOSE the project and all related applications.
Name:	Carl Lundberg
Residential or Business Address:	4004 Coriander Ln Las Vegas, NV 89129
Email:	EricL54@cox.net
Comments:	I cannot find any information as to what this application is concerning. What is the General Plan Amendment details regarding from Rural to Public Facilities? What type of public facility? The area is near a park and a business area with a dentist's office as well as residential homes... what rezoning would be accomplished to change from residence estates to civic? What defines Civic?

15a-b P
Pg 1 of 2

Nowhere on this site could I find any answers to my questions - this is a relatively quiet area especially nice with the Barkin Baskin Park (even nicer if the loud motorcycles and cars speeding from Buffalo to Tenaya on Alexander could be stopped!)

I cannot support changes when I cannot find information on what is hoped for.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

15a-b
pg 2 of 2

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: ABEYANCE - 21-0497-GPA1 AND 21-0497-ZON1

SUBJECT: APPLICANT/OWNER: CITY OF LAS VEGAS

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 9, 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, NOVEMBER 8, 2021.***

Signature

November 3, 2021
Date

Marlene M. Graham
Please Print Name

City of Las Vegas.
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

ITEM ~~12~~ 8a-b
RECEIVED
11/03/21

Points in Opposition to City Proposal

1. The construction of pickleball courts will adversely impact the ecology of the neighborhood in various ways:

   A. Reduction of wildlife. The area presently serves as a habitat for rabbits, ground squirrels, lizards, various birds and other small creatures

   B. Reduction of natural water absorption. Exchanging the desert floor for concrete and other non-porous materials can change the water flow potentially shedding water onto the adjacent private property.

   C. Reduction of habitat for wildlife.

   D. Light pollution. The height of the proposed lights will illuminate Constantinople on the South side of the proposed courts and remove the dark skies which is a desirable aspect of the neighborhood.

   E. Noise pollution. The proposed hours are from 8 am to 11 pm. The continuous sound of balls impacting a hard surface is not only an annoyance, but can also result in long term psychological and physiological harm. In a study conducted regarding proposed pickleball courts in 2017 in Punta Gorda, Florida, William Thornton, of Thornton Acoustics and Vibrations, wrote in his findings:

The pickleball noise creates a human health risk as the link between certain types of noise (which includes the type of noise emitted by pickleball) and the risk of hypertension, heart disease, etc. is well established.

The pickleball noise exceeds the limits set for in objective, science-based community noise ordinances as promulgated by communities similar to Punta Gorda.

The pickleball noise exceeds accepted U.S. and international standards and guidelines (such as those produced by the United States Environmental Protection Agency, World Health Organization, etc.) for community and environmental noise emissions/levels.

The pickleball noise significantly increases the community noise levels (relative to existing ambient noise levels) and the relationship between community noise increase and human impact/annoyance is well

Submitted after meeting
Date 11/10/21 Item 8 a-b
by Beverly Salhanick

established in the scientific body of knowledge.

> There are no effective means (other than enclosing the entire pickleball court in a well-designed building) of reducing the noise emitted by the pickleball courts such as noise walls, barriers or screens. Although these types of solutions are frequently suggested, they are not effective (for reasons of fundamental physics) and will not reduce the noise to acceptable levels.

https://sachub.net/2020/10/12/pickleball-noise-creates-a-human-health-risk-study-says/

Another article regarding Pickleball noise stated:

> Pickleball sound levels within 100 feet of courts will usually be around 70 dBa with no sound reduction efforts applied. This is as loud as freeway traffic sound.
>
> At 200 feet, (using the 6 dB drop for doubling the distance) the level will be about 64 dBa. That's louder than normal conversation.

https://crazypickleballlady.com/2021/07/13/the-sound-of-pickleball-a-detailed-explanation-and-what-you-need-to-consider-before-building-courts/

> > This means the properties that front Constantinople across from the proposed courts could have noise levels as loud as freeway traffic.
> >
> > Based on a review of the Clark County Noise Ordinances, this unbuffered sound level exceeds the limits for residential areas for all but the lowest frequency.
> >
> > Despite a request by this Commission that a sound study be conducted, none has been done and has allegedly been nixed by the department as too expensive.
> >
> > Noise abatement is essential to determining the propriety of any project. Abatement cannot be determined without a noise study.

2. Other impacts include, but are not limited to:

A. Reduction of home values

B. Increased traffic. Despite the proposed posting of "no parking" signs, people will park on the South side of the proposed courts. I am informed that tournaments held at Sunset Park have approximately 1000 participants. 100 parking spaces plus the adjacent areas are not sufficient for that number of people.

C. Well and septic. The cul de sac residences are presently on a community well. If the state engineer determines that the municipal water system has come too close to the wellhead, the residents may be required to cap the well and go to city water **at the residents' expense.**

D. Without researching the current state of the law, there is a question of whether the impact on the homes in the area is burdensome and whether it **may** constitute an inappropriate taking.

E. A tweet from the City of Las Vegas dated March 3, 2021 states,

> "#lvcouncil approved a contract for the design of and preparation for a Regional Pickleball Complex at Wayne Bunker Park, 7351 West Alexander Road."
>
> This planning was done without notice to the residents of Constantinople. Does this violate the City of Las Vegas' codes regarding development?

3. Other notes:

A. At the Neighborhood meeting, the acting director of Parks and Rec commented that the residents should not have bought homes near the park. It is important to note that some residents purchased before the park was constructed. The argument of "coming to the nuisance" does not apply.

Conclusion:

The proposed courts are not suited to the area and will have a significant impact on the current neighborhood.

There are significant cumulative effects of the development to the natural environment and the neighborhood which will be

detrimental to the physical and psychological health of the adjacent residents.

Beverly Salhanick

[redacted]

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
37a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0497-GPA1 - GENERAL PLAN AMENDMENT - FROM: R (RURAL) TO: PF (PUBLIC FACILITIES)

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.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
37b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0497-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC)

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.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
38

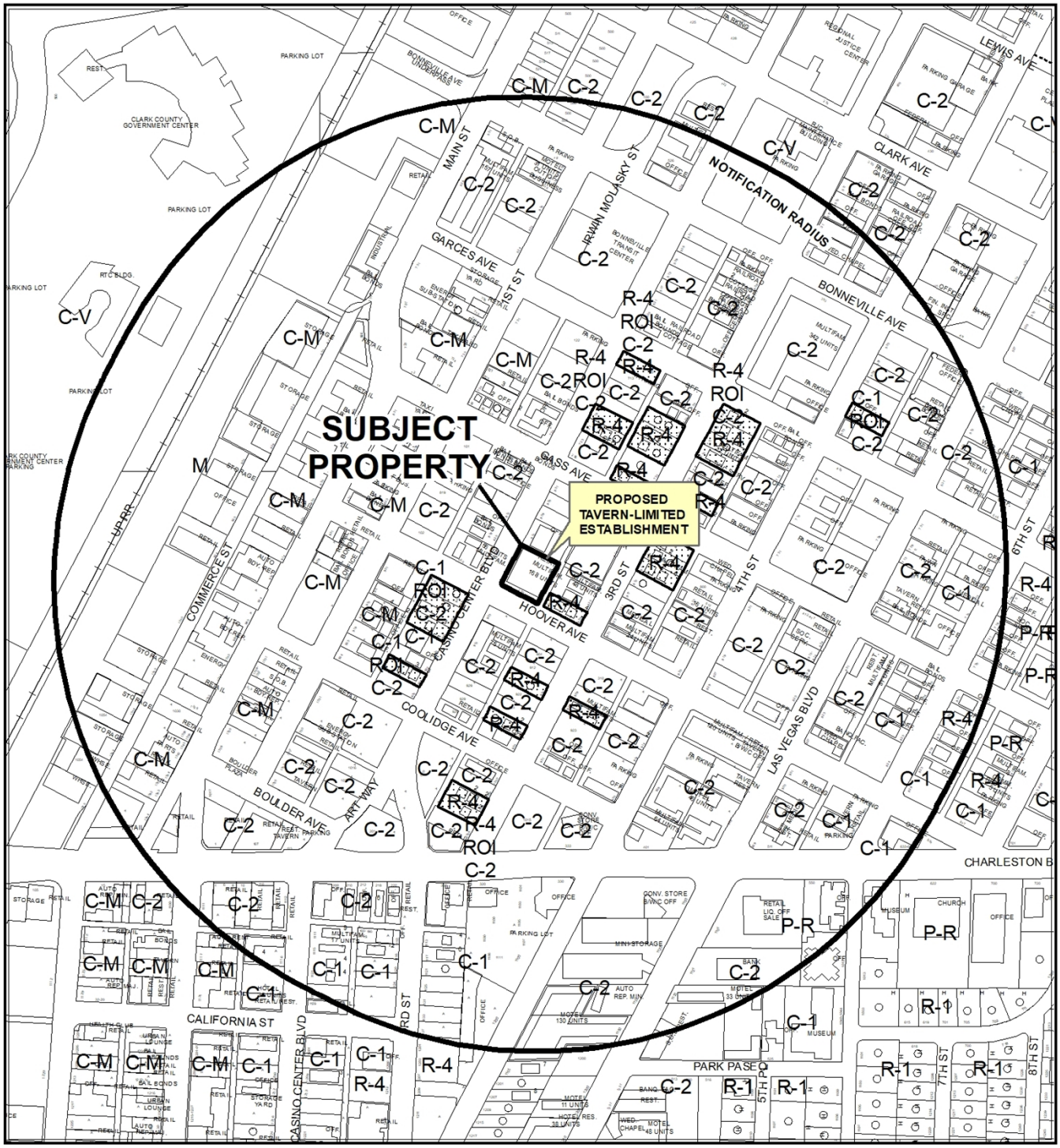
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0536-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ROBERT TAYLOR - OWNER: ANDANDOLINDO, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED 1,700 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE at 200 Hoover Avenue, Suite #150 (APN 139-34-412-171), C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	3
City Council Meeting	5	City Council Meeting	10

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

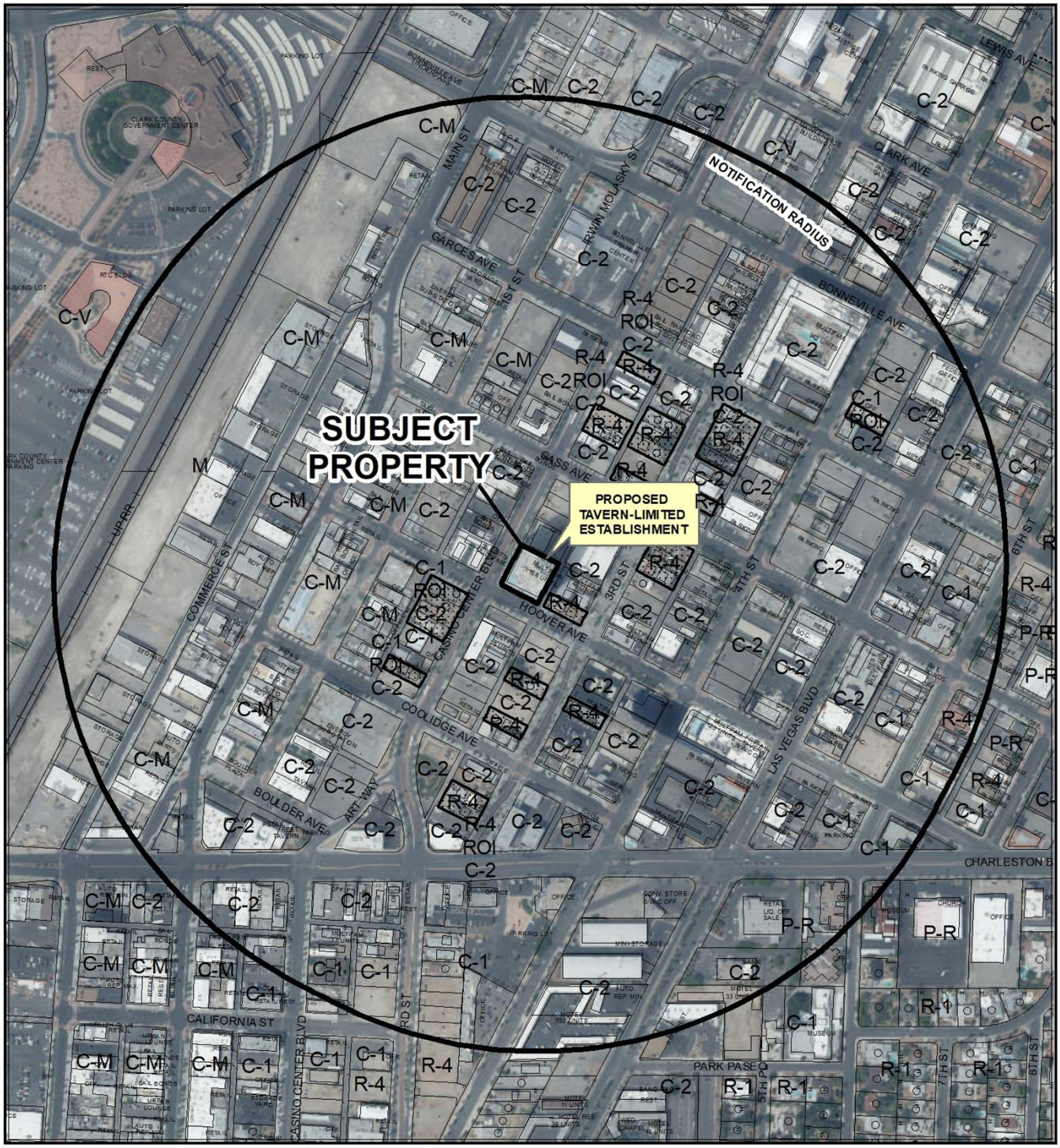
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Support Postcard
8. Submitted after Final Agenda - Protest-Support Postcards
9. Backup Submitted for the November 9, 2021 Planning Commission Meeting



CASE: **21-0536-SUP1**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **21-0536-SUP1**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



21-0536-SUP1

Proposed Tavern-Limited Establishment

Business Licenses

- Tavern
- Tavern-Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- 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: Tuesday, October 12, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ROBERT TAYLOR - OWNER: ANDANDOLINDO, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0536-SUP1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 29

NOTICES MAILED 1,011 (By City Clerk)

PROTESTS 5

APPROVALS 3

CS

** CONDITIONS **

21-0536-SUP1 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. An administrative Required Review shall be conducted one year from the issuance of a business license.

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

This is a Special Use Permit request for a proposed Tavern-Limited Establishment to be located at 200 Hoover Avenue, Suite #150.

ISSUES

- A Tavern-Limited Establishment use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.

ANALYSIS

The subject site is zoned C-2 (General Commercial) and subject to Title 19 development standards. It is home to an existing mixed use development. The applicant requests a Special Use Permit in order to operate a Tavern-Limited Establishment use within a vacant 1,700 square-foot tenant space on the ground floor. Per Title 19, a Tavern-Limited Establishment is defined as, “An establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50.” There are no minimum Special Use Permit requirements listed.

The subject site is also located within Area 1 of the Downtown Las Vegas Master Plan, Civic and Business District and directly north of the 18b Las Vegas Arts District. Establishments that act as a magnet of activity for all of Downtown are encouraged within this area. While no parking spaces are provided, Title 19 Parking Standards are not automatically applied to development projects located within Area 1 of the Downtown Overlay. Alternative options include public transportation, on-street parking and ride share apps. It is found that the proposed use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses. Staff recommends approval, subject to conditions. If this Special Use Permit application is denied, the proposed Tavern-Limited Establishment use cannot be operated at this location.

FINDINGS (21-0536-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 Tavern-Limited Establishment use can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses. The subject property for the proposed use is located within the 18b Las Vegas Arts District.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for a proposed Tavern-Limited Establishment use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Site access is provided from Casino Center Boulevard and Hoover Avenue, both 80-foot Collector Streets, which are adequate in size to service the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this proposed Special Use Permit will not compromise the public health, safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no applicable Minimum Special Use Permit Requirements listed in Title 19.12 for the Tavern-Limited Establishment use.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/06/04	The City Council approved Site Development Plan Review (SDR-4727) for a proposed mixed-use development consisting of 168 residential units and 6,159 square feet of commercial space at 821 South Casino Center Boulevard.
	The City Council approved Special Use Permit (SUP-4728) for a mixed-use development at 821 South Casino Center Boulevard.
11/04/04	The Planning Commission approved Tentative Map (TMP-5375) for a mixed-use development at 821 South Casino Center Boulevard.
03/22/07	The Planning Commission approved Tentative Map (TMP-19678) for a mixed-use development at 200 Hoover Avenue.
11/09/21	The Planning Commission (6-0-1 vote) recommends APPROVAL on a Land Use Entitlement project (21-0536-SUP1) request FOR A PROPOSED 1,700 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE at 200 Hoover Avenue, Suite #150 (APN 139-34-412-171), C-2 (General Commercial) Zone, Ward 3 (Diaz).

Most Recent Change of Ownership	
01/02/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
04/13/15	Business License (#G63-02137) was issued for a photography use at 200 Hoover Avenue, Suite #150. The license remains active.
04/30/15	Business License (#P63-00162) was issued for a Wedding Chapel use at 200 Hoover Avenue, Suite #150. The license remains active.
11/15/18	Business License (#G66-07624) was issued for a limo tour office space at 200 Hoover Avenue, Suite #150. The license remains active.

Pre-Application Meeting	
08/25/21	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/29/21	Staff conducted a routine field check and found an existing Mixed Use development. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.49

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Mixed Use	MXU (Mixed Use)	C-2 (General Commercial)
North	Office, Other than Listed	MXU (Mixed Use)	C-2 (General Commercial)
South	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
East	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
West	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 (Civic & Business District)	Y
LW-O (Live/Work Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Casino Center Boulevard	Collector	Master Plan of Streets and Highways Map	80	Y
Hoover Avenue	Collector	Master Plan of Streets and Highways Map	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	
Tavern-Limited Establishment (Seating Area)	810 SF	1:50 SF	17				
Tavern-Limited Establishment (Back of House)	171 SF	1:200 SF	1				
TOTAL SPACES REQUIRED			18		0		Y*
Regular and Handicap Spaces Required			17	1	0	0	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) _____

Project Address (Location) 200 Hoover Ave Las Vegas NV 89101 #150

Project Name Foreign Exchange Lounge **Proposed Use** Special Use permit Tavern limited

Assessor's Parcel #(s) 139-34-412-171 **Ward #** 3

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner ANDANDOLINDO, LLC Contact DONALD KUDLER

Address 3202 W Charleston Blvd City LAS VEGAS State NV Zip 89102

E-mail dkudler@aol.com Phone 702-250-6685

Applicant Robert W Taylor Contact 702-591-2608

Address 719 Glenwood Springs Ave City N Las Vegas State NV Zip 89032

E-mail Newtwix@gmail.com Phone 702-591-2608

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 [signature]

An authorized agent may sign in lieu of the property owner for Final Maps, ~~Tentative~~ Maps and Parcel Maps

Print Name DONALD C KUDLER, MEMBER

Subscribed and sworn before me

This 2nd day of September, 20 21

Elizabeth A. Carrion

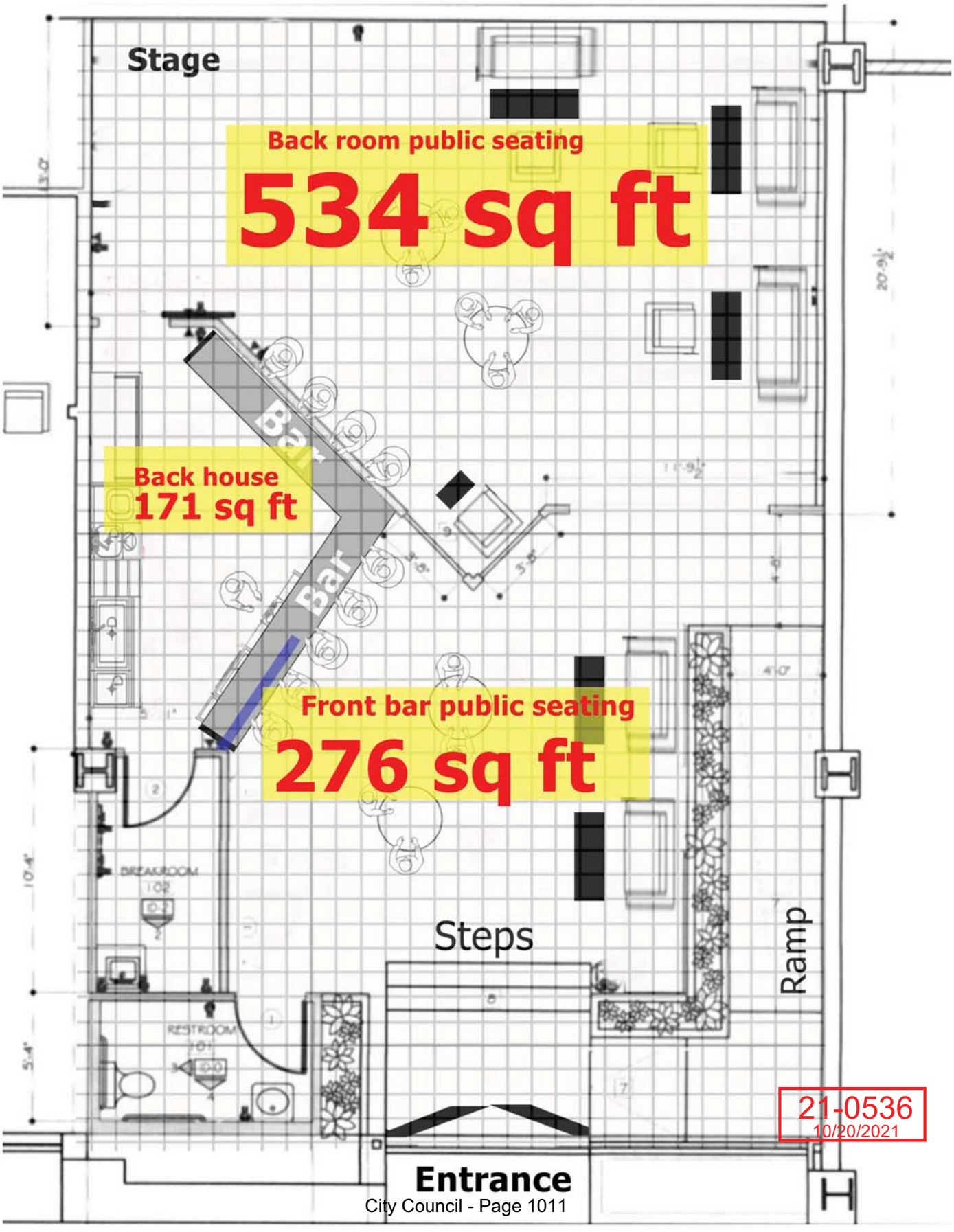
Notary Public in and for said County and State

ELIZABETH A CARRION
NOTARY PUBLIC
STATE OF NEVADA
APPT NO 99-50879-1
MY APPT EXPIRES OCTOBER 22, 2022

21-0536

810 sq ft Total public seating
171 sq ft Total back house

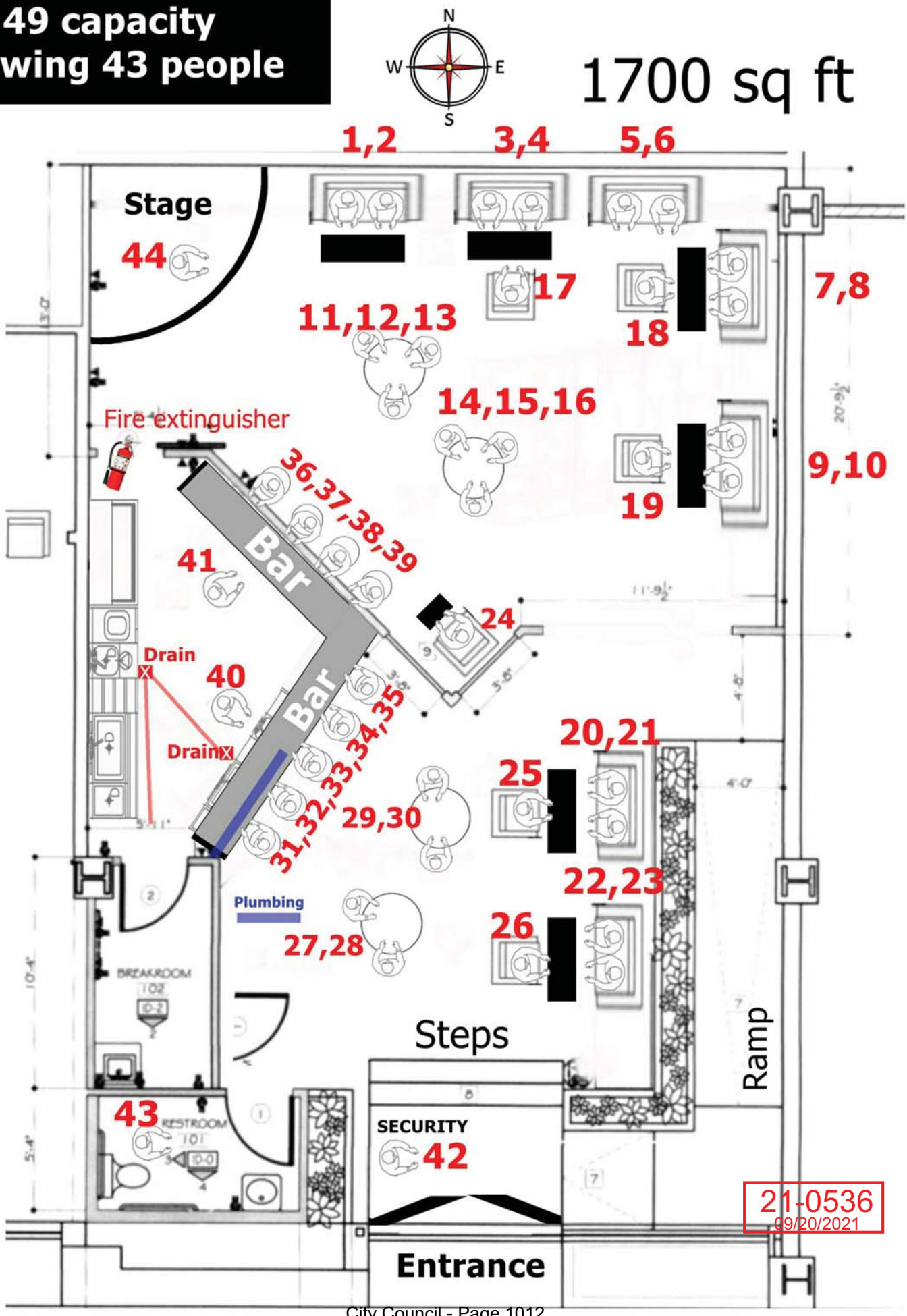
1700 sq ft



21-0536
10/20/2021

200 Hoover Ave Las Vegas ,NV 89101 suite #150

49 capacity
showing 43 people



21-0536
09/20/2021

200 Hoover Ave Las Vegas ,NV 89101 suite #150



21-0536-SUP1 - APPLICANT: ROBERT TAYLOR - OWNER: ANDANDOLINDO, LLC
200 HOOVER AVENUE, SUITE #150

09/29/2021

DEPARTMENT OF PLANNING

Justification Letter

A Justification Letter explaining your application will be included in the materials sent to the Planning Commission; *multiple related applications shall be addressed in a single comprehensive letter*. This letter may be prepared by the applicant or a representative. The following format is provided to assist in the preparation of this letter.

Issue –

Please describe in detail the request and the intended use of the property

Information –

Please provide the following information and any other that will assist the Planning Commission in making their decision:

- # of employees/residents
- Hours of operation
- Any existing similar uses owned or operated by the applicant and their location
- Any required state licenses specific to the use requested

Sustainability (if applicable – if yes, please explain)	*Yes*	*No*
Will this project participate in the City of Las Vegas Green Building Program? (Newly constructed buildings are eligible; find on the web at: http://www.lasvegasnevada.gov/sustaininglasvegas/default.htm.)		✓
Will this project be constructed to LEED or other equivalent standards?		
Will this project utilize alternative energy sources or water savings measures? (Examples: solar, wind, xeriscape)		✓
Is there connectivity to adjacent parcels? (Automobile or pedestrian)		✓
Will the proposed project qualify as a walkable community (for Residential and Mixed Use projects only)? (Walkable communities allow residents to access community amenities needed to conduct routine activities of daily life within a ½ mile.)	✓	
Is the project using any means of sustainable construction? (Examples: Covered parking, light color palate, building orientation, etc.)		✓
Will this project meet the intent of the Urban Forestry Initiative? (Is there a landscape waiver requested that will result in the loss of tree canopy coverage?)		✓
Will the project provide any bicycle parking?		✓
Will the project provide any electric vehicle recharging stations?		✓

Findings –

Please describe in detail how the project meets/supports existing City regulations (please see back of document for **Determinations of Approval for applications per Title 19.18)**

The Justification Letter must have original signature of named owner, applicant or representative from SOFI & identified as such.

21-0536
09/20/2021

General Plan Amendment Determinations
In order to approve a proposed General Plan Amendment, the Planning Commission and City Council must determine that:
1. The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations;
2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts;
3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan designation; and
4. The proposed amendment conforms to other applicable adopted plans and policies.

Rezoning Determinations
In order to approve a proposed rezoning, the Planning Commission or City Council must determine that:
1. The proposal conforms to the General Plan.
2. The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.
3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.
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.

Criteria for Site Development Plans
The review of Site Development Plans is intended to ensure that:
1. The proposed development is compatible with adjacent development and development in the area;
2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;
3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
4. Building and landscape materials are appropriate for the area and for the City;
5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;
6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Special Use Permit Determinations
1. In order to approve a proposed Special Use Permit application, the Planning Commission or City Council must determine that:
a. The proposed 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;
b. The subject site is physically suitable for the type and intensity of land use being proposed;
c. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use; and
d. 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.

Variance - Determinations
1. In order to recommend approval of, or to approve a Variance application, the Planning Commission or City Council must determine that the Variance is warranted both under State law and this subchapter. The minimum State law standards are set forth in Subsection 2 below.
2. Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the 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.

Vacation
Following the public hearing, the Planning Commission shall take final action on the petition. If the Planning Commission is satisfied that the public will not be materially injured by the proposed vacation, it may order the easement or government patent reservation vacated. The Planning Commission may make the order conditional, and the order shall become effective only upon the fulfillment of the conditions prescribed. In the case of the a government patent reservation, the order may take the form of a relinquishment of interest or its equivalent, and the order shall be treated as an order of vacation under the provisions of this Chapter.

21-0536
09/20/2021

Foreign Exchange write up by Laura Moreno

All the cool cats will soon be heading to Foreign Exchange Lounge for neo jazz and night caps. Owner Robert Taylor told What Now Las Vegas that he plans to launch the new lounge and bar in Las Vegas's Arts District in September.

Foreign Exchange Lounge will provide an exceptional drink menu with beers and bottled imported from around the world. The new bar and lounge will boast art and decor inspired by global currencies to create a luxurious and relaxed ambiance for guests to chill, socialize with friends, and enjoy neo jazz, worldly, and cool 80s music. Foreign Exchange Lounge will also provide live

21-0536
09/20/2021

entertainment including performances by guitarists, singers, and poets. Although Taylor is waiting to unveil the grandeur of Foreign Exchange Lounge on its grand opening, he did say that the lounge will feature "a classic London red telephone booth just for selfies."

Foreign Exchange Lounge will settle in at 200 Hoover Avenue within the swanky neighborhood of the Arts District. The lounge and bar will span 1,700 square feet and seat upwards to 49 people. Although the lounge will not have a kitchen, patrons will be able to feast on delectable street food from the nightly rotation of African, Asian, Jamaican, and Italian food trucks, among others. Be sure to swing by Foreign Exchange Lounge for a chill night of live music and exquisite drinks with your friends when it opens its doors this fall.

21-0536
09/20/2021

Laura Moreno

Laura Moreno is a freelance writer and editor. She holds a BA from Northwestern University and an MFA from Syracuse University. She is based in the greater Los Angeles area.

21-0536
09/20/2021

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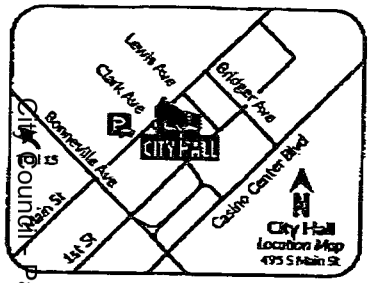

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

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21-0536-SUP1

City Council Meeting of **12/15/2021**

21-0536-SUP1
16203110108
BAILEY KAREN M & PRATO T LIV TR
105 W CHARLESTON BLVD
LAS VEGAS NV 89102

89 JRDFNP1 89102

(FAX)

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Inadequate Parking & Noise levels are concerns as well as space size & location

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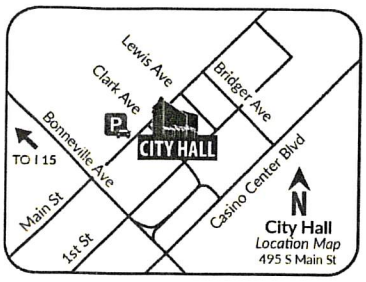

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0536-SUP1
City Council Meeting of **12/15/2021**

21-0536-SUP1
13934412148
CLAYTON MARK TRUST
CLAYTON MARK A TRS
200 HOOVER AVE # 2005
LAS VEGAS NV 89101

89 JRDFNP1 89101

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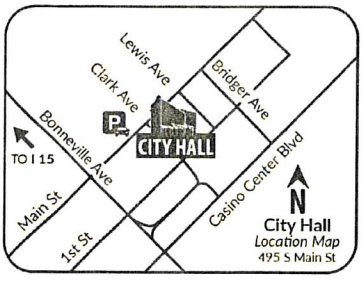

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21-0536-SUP1
City Council Meeting of **12/15/2021**

21-0536-SUP1
13934412039
MORGAN THOMAS HARRY
WALLACE-MORGAN SUSAN B
200 HOOVER AVE # 1013
LAS VEGAS NV 89101

Submitted after final agenda
38 WS

89 JRDFNP1 89101

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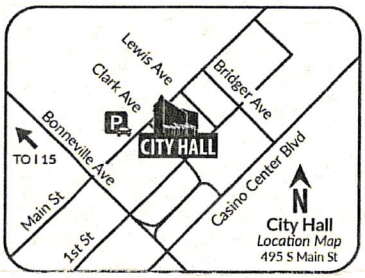

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Too many bars

21-0536-SUP1

City Council Meeting of **12/15/2021**

21-0536-SUP1
13934410203
DOCTOR L L C
ISTRA IRREVOCABLE TRUST
601 E CHARLESTON BLVD
LAS VEGAS NV 89104-1508

93 JRDFNP1 89104

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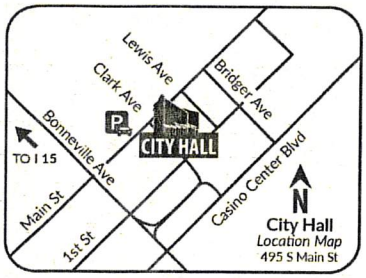

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Potential unsafe + parking issues

21-0536-SUP1

City Council Meeting of **12/15/2021**

21-0536-SUP1
13934412156
FROEHLS MICHAEL
200 HOVER AVE # 2013
LAS VEGAS NV 89101

03 JRDFNP1 89101

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Date 12/13/2021 Item 30

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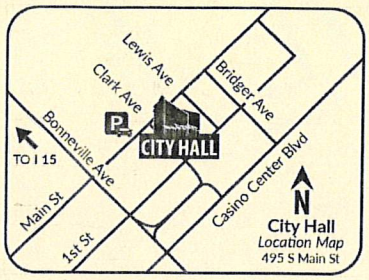

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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21-0536-SUP1
City Council Meeting of **12/15/2021**

21-0536-SUP1
13934412026
FITZGIBBONS MEGHAN ELIZABETH
SADIGHI BABAK
200 HOOVER AVE UNIT 913
LAS VEGAS NV 89101

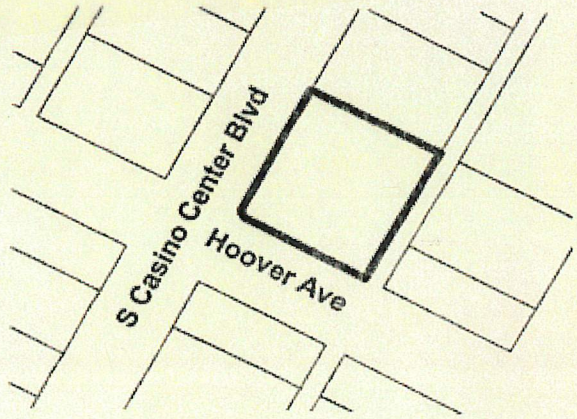
03 JRDFNP1 89101

Application Information

21-0536-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ROBERT TAYLOR - OWNER: ANDANDOLINDO, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED 1,700 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE at 200 Hoover Avenue, Suite #150 (APN 139-34-412-171), C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

My understanding is that this is to be a hookah lounge. I am opposed to having that kind of establishment in my building. Further, this neighborhood does not have anywhere near the amount of parking necessary for this kind of establishment- all street parking is occupied already by local residents. I am concerned about foot traffic and vehicle/Uber traffic blocking the parking garage entrance and the hazard it may cause. This neighborhood does not have the necessary setup or infrastructure to support this business.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/15/2021
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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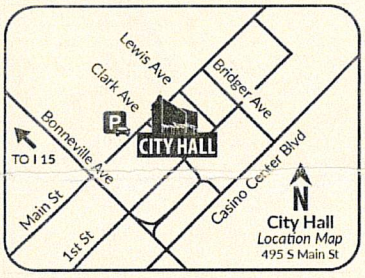

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[✓] I SUPPORT this Request

[ ] I OPPOSE this Request

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21-0536-SUP1

City Council Meeting of **12/15/2021**

21-0536-SUP1
13934410070
TRINAYSTICH CATHERINE
FITZGERALD WILLIAM
693 TYNEDALE CT
LAS VEGAS NV 89123

95 JRDFMP1 89123

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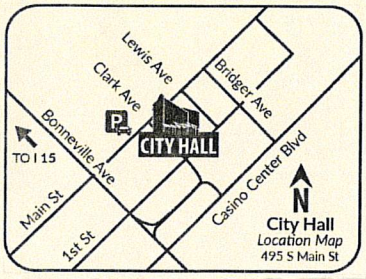

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21-0536-SUP1
13934312180
FLATT LLOYD MACK
353 E BONNEVILLE AVE # 577
LAS VEGAS NV 89101

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0536-SUP1

City Council Meeting of **12/15/2021**

89 JRDFMP1 89101

Submitted after final agenda

Date 12/13/2021 Item 30

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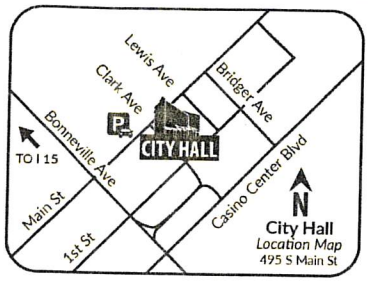

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21-0536-SUP1
13934410038
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

[X] I SUPPORT this Request [ ] I OPPOSE this Request

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21-0536-SUP1

City Council Meeting of **12/15/2021**

132 JRDFNP1 60181

City of Las Vegas, Office of The City Clerk
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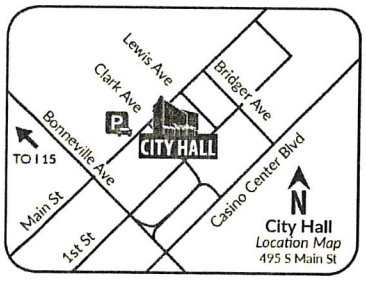

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21-0536-SUP1
13934410034
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

[X] I SUPPORT this Request [ ] I OPPOSE this Request

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21-0536-SUP1

City Council Meeting of **12/15/2021**

Submitted after final agenda

Date 12/14/2021 Item 38

132 JRDFNP1 60181

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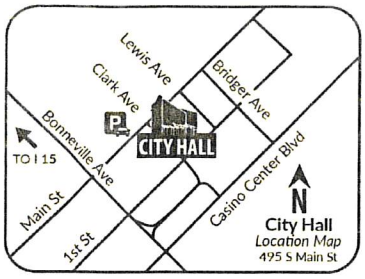

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21-0536-SUP1
13934410035
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0536-SUP1
City Council Meeting of **12/15/2021**

132 JRDFNP1 60181

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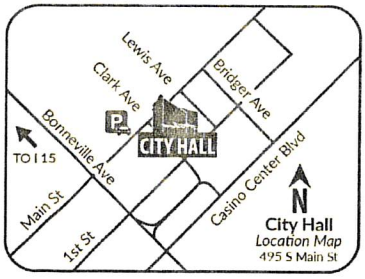

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21-0536-SUP1
13934410037
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0536-SUP1
City Council Meeting of **12/15/2021**

132 JRDFNP1 60181

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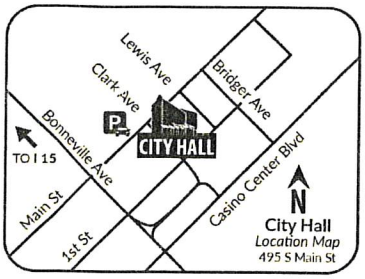

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21-0536-SUP1
13934410036
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0536-SUP1

City Council Meeting of **12/15/2021**

132 JRDFNP1 60181

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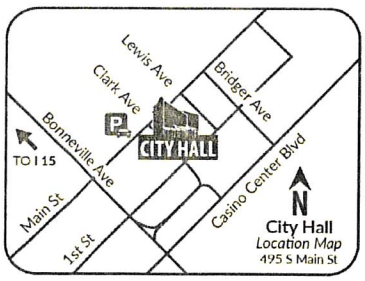

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13934410033
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK IL 60181-4809

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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City Council Meeting of **12/15/2021**

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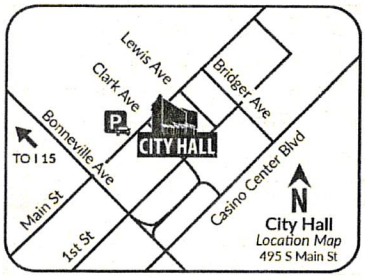

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0536-SUP1

City Council Meeting of **12/15/2021**

21-0536-SUP1
13934410032
900-932 CASINO CENTER L L C
1000 ROYCE BLVD
OAKBROOK TERRACE IL 60181-4809

132 JRDFNP1 60181

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: 21-0536-SUP1

SUBJECT: APPLICANT: ROBERT TAYLOR - OWNER: ANDANDOLINDO, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 9, 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, NOVEMBER 8, 2021.***

Robert Taylor Donald C Kudlow 11/8/2021

Signature Date

ROBERT TAYLOR DONALD C KUDLOW

Please Print Name

Foreign Exchange Lounge LLC ANDANDOLINDO, LLC

Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

ITEM 10
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11/08/21

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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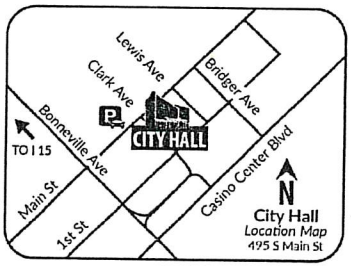

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

- Potential noise + smell issue
- Parking issues - 40 spaces easily available
- 200 Hoover = Residential Building!!!

21-0536-SUP1
13934412156
FROEHLS MICHAEL
200 HOVER AVE # 2013
LAS VEGAS NV 89101

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Las Vegas, NV
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City of Las Vegas

83 HRDFNP1 89101

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10P

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495 South Main Street
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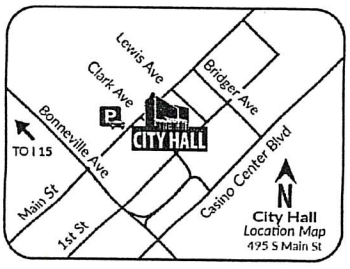

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

21-0536-SUP1
13934410203
DOCTOR L L C
ISTRA IRREVOCABLE TRUST
601 E CHARLESTON BLVD
LAS VEGAS NV 89104-1508

33 HRDFNP1 89104

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495 South Main Street
Las Vegas, Nevada 89101

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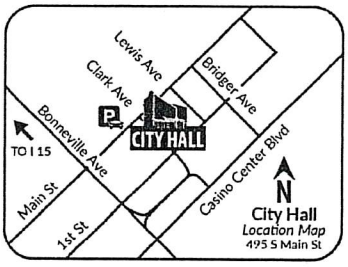

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

21-0536-SUP1
13934412148
CLAYTON MARK TRUST
CLAYTON MARK A TRS
200 HOOVER AVE # 2005
LAS VEGAS NV 89101

89 HRDFNP1 89101

10P

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495 South Main Street
Las Vegas, Nevada 89101

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City of Las Vegas

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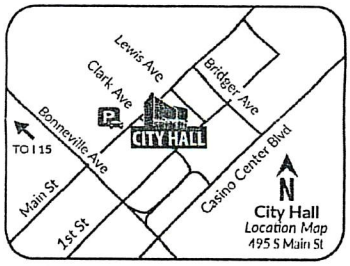

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0536-SUP1

Planning Commission Meeting of **11/09/2021** No parking requirement.

21-0536-SUP1
13934412039
MORGAN THOMAS HARRY
WALLACE-MORGAN SUSAN B
200 HOOVER AVE # 1013
LAS VEGAS NV 89101

83 HRDFNP1 89101

1OP

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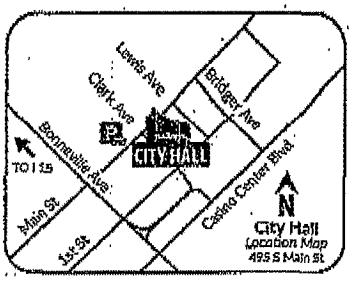

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

21-0536-SUP1
13934411059
WALLACE 2014 TRUST
WALLACE DAVID M & NADIA M TRS
1414 E LAKE MEAD BLVD # 365130
NORTH LAS VEGAS NV 89036

111 MADFMP1 89036

10/31/2020 10:44 (FAX) P.001/001

10P

P.002/004
(FAX)

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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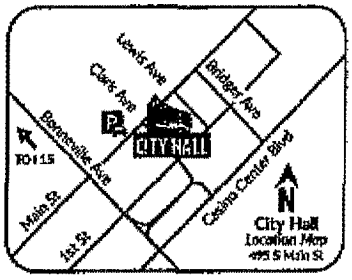

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NOV 08 2021
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

21-0536-SUP1
16203110108
BAILEY KAREN M & PRATO T LIV TR
105 W CHARLESTON BLVD
LAS VEGAS NV 89102

89 MRDFNP1 89102

11/01/2021 13:22

10A

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495 South Main Street
Las Vegas, Nevada 89101

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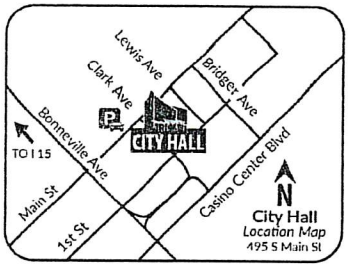

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

21-0536-SUP1
13934410070
TRINAYSTICH CATHERINE
FITZGERALD WILLIAM
693 TYNEDALE CT
LAS VEGAS NV 89123

95 HRDFNP1 89123

10A

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Las Vegas, Nevada 89101

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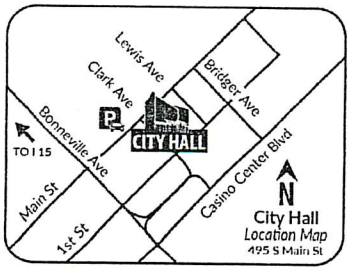

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0536-SUP1

Planning Commission Meeting of **11/09/2021**

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21-0536-SUP1
13934410066
CASINO CENTER SERIES OF HACIENDA
VENTURES L L C
PO BOX 1309
RIALTO CA 92377

36 HRDFNP1 92377

10A

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
39

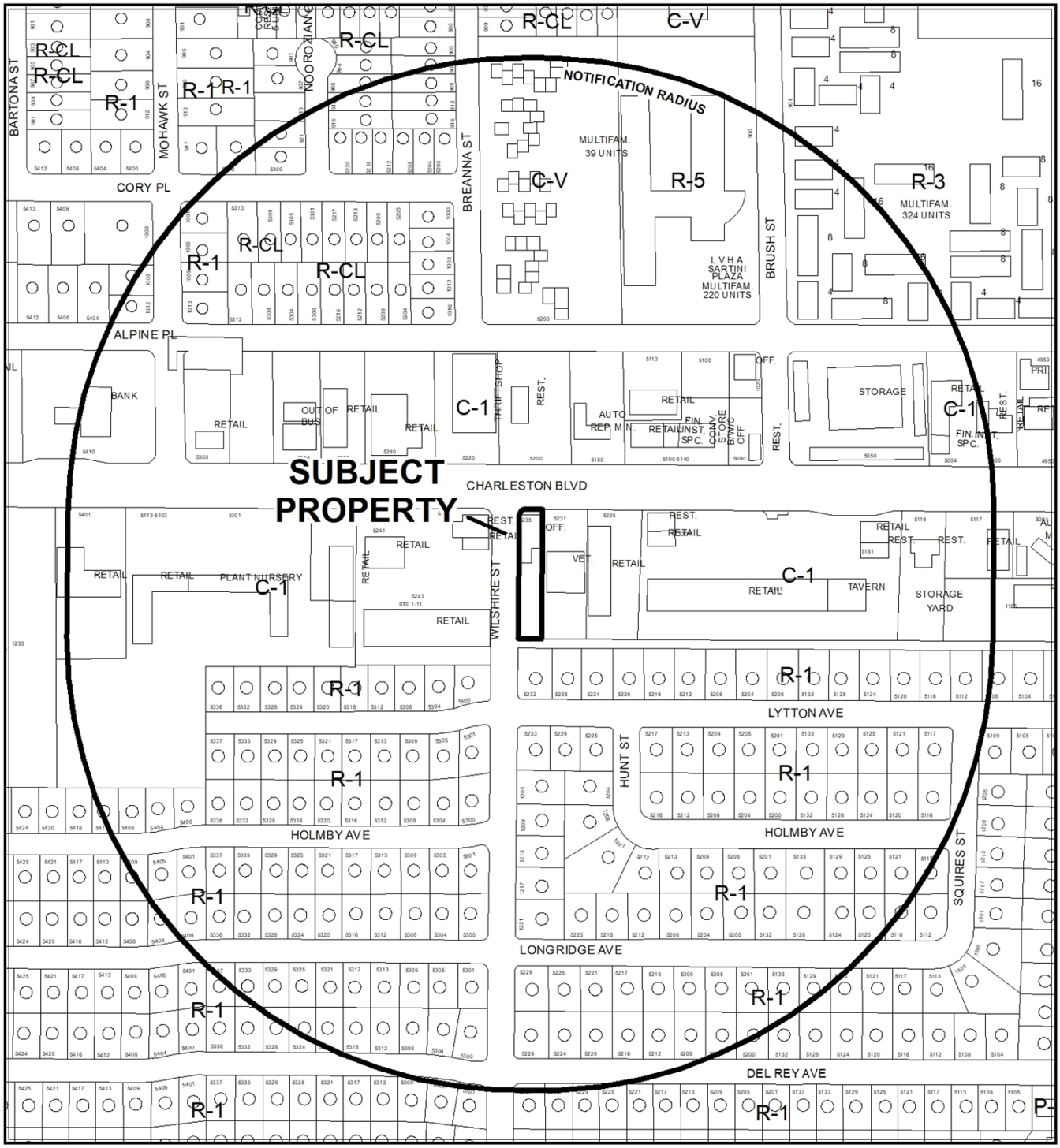
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0564 - PUBLIC HEARING - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC - For possible action on the following Land Use Entitlement project requests on 0.33 acres at 5235 West Charleston Boulevard (APN 163-01-502-001), Ward 1 (Knudsen). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the entire 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 entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Location and Aerial Maps - 21-0564-ZON1
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Submitted after Final Agenda - Protest Postcards
8. Backup Submitted for the November 9, 2021 Planning Commission Meeting

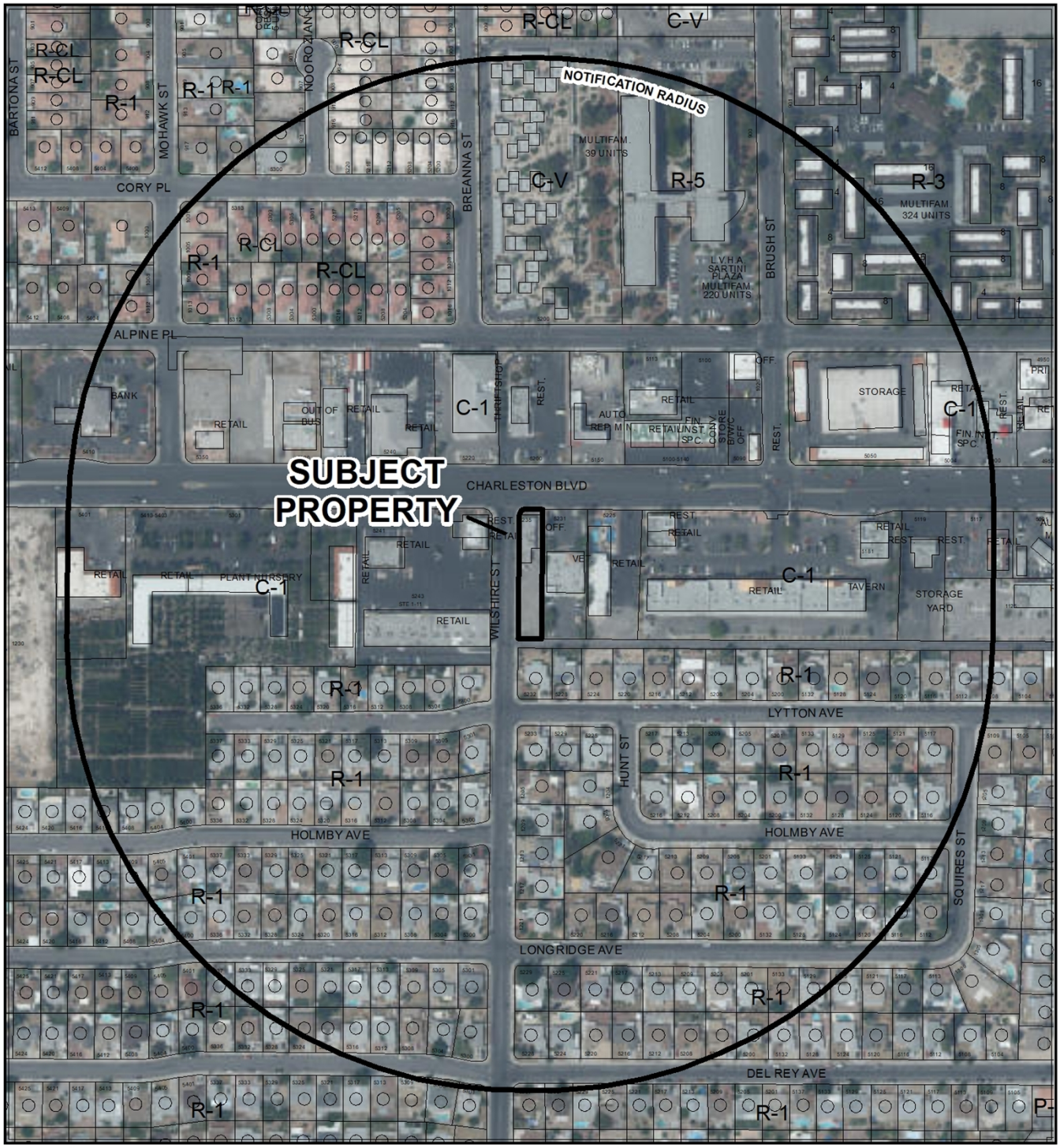


CASE: **21-0564**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 255 510 Feet

CASE: **21-0564**

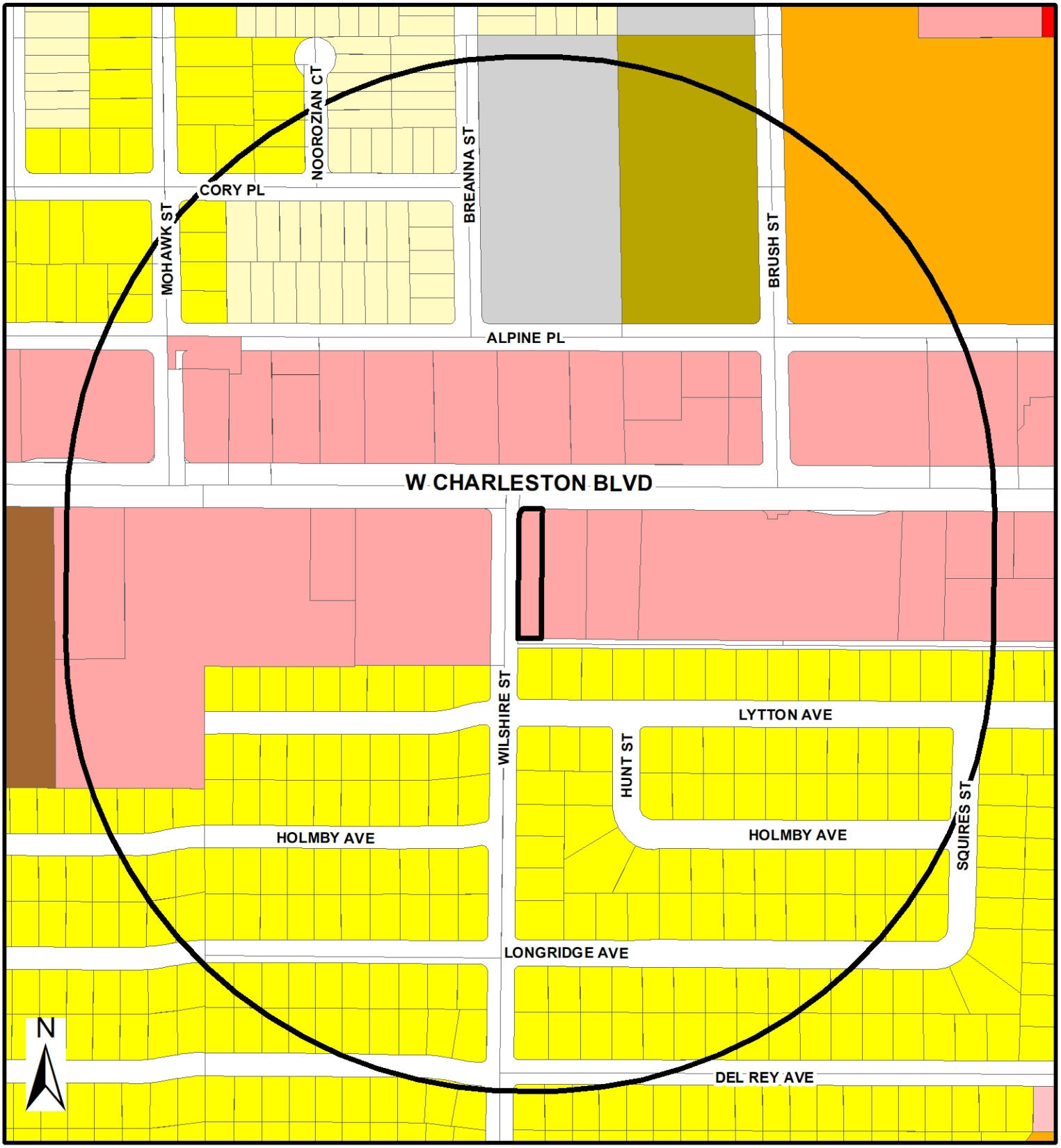
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

21-0564-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
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- 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 C-1 TO C-2

Subject Property

City Limits

Not City

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

Date: Thursday, September 23, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0564-ZON1	Staff recommends DENIAL.	
21-0564-VAR1	Staff recommends DENIAL, if approved subject to conditions:	21-0564-ZON1
21-0564-SUP1	Staff recommends DENIAL, if approved subject to conditions:	21-0564-ZON1 21-0564-VAR1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 253 (By City Clerk)

PROTESTS 0

APPROVALS 0

JB

** CONDITIONS **

21-0564-VAR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0564-ZON1) and approval of and conformance to the Conditions of Approval for Special Use Permit (21-0564-SUP1) shall be required, if approved.

2. Conformance to the approved conditions for Rezoning (Z-0100-62).

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.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0564-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Motor Vehicle Sales (Used) use.

2. Approval of a Rezoning (21-0564-ZON1) and approval of and conformance to the Conditions of Approval for Variance (21-0564-VAR1) shall be required, if approved.

3. Conformance to the approved conditions for Rezoning (Z-0100-62).

4. 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.

5. A Waiver from Title 19.12 is hereby approved, to allow a 14,374 square-foot site where 25,000 square feet is required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

8. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

10. The driveway fronting on Charleston Boulevard shall be exit only and signed accordingly.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning, Variance and Special Use Permit for a proposed Motor Vehicle Sales (Used) use within an existing 2,300 square-foot commercial building at 5235 West Charleston Boulevard.

ISSUES

- The applicant has requested a Rezoning (21-0564-ZON1) from C-1 (Limited Commercial) to C-2 (General Commercial). Staff does not support this request.
- The Motor Vehicle Sales (Used) use is permitted in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit (21-0564-SUP1). Staff does not support this request.
- The applicant has requested a Waiver from Title 19.12 minimum Special Use Permit requirements to allow 14,374 square feet of area dedicated to the use where 25,000 square feet is the minimum required. Staff does not support this request.
- The applicant has requested a Variance (21-0564-VAR1) from Title 19.08.080 development standards to allow a 50-foot wide lot where 100 feet is the minimum required and to allow a five-foot corner side yard setback where 10 feet is required. Staff does not support this request.

ANALYSIS

The subject 0.33 acre site is located within a C-1 (Limited Commercial) zoning district with a TOD-1 (Transit Oriented Development – 1) General Plan designation and is subject to Title 19 development standards. The applicant has proposed to utilize the existing 2,300 square-foot commercial building on the site as a Motor Vehicle Sales (Used) use.

The applicant has requested a Rezoning (21-0564-ZON1) from C-1 (Limited Commercial) to C-2 (General Commercial), which is consistent with the existing TOD-1 (Transit Oriented Development – 1) General Plan designation. The TOD-1 (Transit Oriented Development – 1) designation is intended to be utilized for higher intensity, mixed use, transit oriented development, suitable for future light rail transit corridors. The C-2 (General Commercial) zoning district would allow the proposed Motor Vehicle Sales (Used) use with an approved Special Use Permit (21-0564-SUP1).

JB

The proposed C-2 (General Commercial) zoning district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. However, the site is located in an area with surrounding commercial developments of varying size located to the west, north and east, that are zoned C-1 (Limited Commercial). On the southern perimeter the site is separated by a 20-foot wide alleyway from existing single-family detached dwellings, which are zoned R-1 (Single Family Residential). Staff has determined that the proposed rezoning request will create a scenario of spot zoning and the more intense allowable land uses are not consistent with the adjacent C-1 (Limited Commercial) and R-1 (Single Family Residential) existing developments surrounding the subject site; therefore, staff recommends denial of the proposed Rezoning (21-0564-ZON1).

A Motor Vehicle Sales (Used) use is described in Title 19.12 as: "A facility or area, other than an auto sales showroom, used primarily for the display and sale or leasing of used automobiles, motorcycles and motor scooters, but excluding mopeds. This use includes service bays and auto body shops which are incidental and accessory to the sales use."

Minimum Special Use Permit Requirements:

1. The minimum site area designated for this use shall be 25,000 square feet.

   The subject site is 0.33 net acres, which is approximately 14,374 square feet in size. The applicant has requested a Waiver from Title 19.12 to allow 14,374 square feet of area dedicated to the use where 25,000 square feet is the minimum required.

2. The installation and use of an outside public address or bell system is prohibited.

   The applicant has indicated that no public address or bell system will be used with the proposed development.

3. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

   The applicant has indicated that all exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

4. Accessory automobile rental is permitted.

   The applicant has acknowledged that accessory automobile rental is permitted; however no accessory automobile rental has been proposed at this time.

However, the proposed site design does not comply with applicable Title19.08.080 site design requirements pertaining to building setbacks, which requires a 10-foot distance separation from the front, side and corner property lines and a 20-foot distance separation from the rear property line. Currently, the existing structure does not comply with the required 10-foot side yard setback as the structure is located approximately four feet from the western property line. Also, the subject site does not comply with Title19.08.080 100-foot minimum lot width requirements as the subject site is only 50 feet wide. The applicant has requested a Variance (21-0564-VAR1) from Title 19.08.080 development standards to allow a 50-foot wide lot where 100 feet is the minimum required and to allow a five-foot corner side yard setback where 10 feet is required. Staff does not support this request.

The existing building and carport cover approximately 20% of the 0.33 acres site, which is below the 50% lot coverage maximum allowed by code. The proposed building is 11 feet in height measured to the top of the parapet. The submitted building elevations indicate the building façade is accented with a light beige stucco finish with a flat roof line on the structure. The site will provide 20 total parking spaces with two ADA accessible handicapped parking spaces, which exceeds the five parking spaces required by Title 19.12.010 for a 2,300 square-foot Motor Vehicle Sales (Used) land use. The existing parking lot area is designed with 55 degree angled parking spaces and provides an 18-foot one-way vehicular access aisle, which complies with Title 19.08 parking lot development standards. The site plan indicates 14 parking spaces will be utilized to display vehicles that are available for sale.

Staff has determined the proposed Motor Vehicle Sales (Used) land use and size of the subject site will not be harmonious with the surrounding C-1 (Limited Commercial) and R-1 (Single Family Residential) land uses. Staff recommends denial of the requested Rezoning, Variance and Special Use Permit for the Motor Vehicle Sales (Used) land use.

FINDINGS (21-0564-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. The proposal conforms to the General Plan.

The proposed rezoning application from C-1 (Limited Commercial) to C-2 (General Commercial) on the subject site is consistent with the existing TOD-1 (Transit Oriented Development – 1) General Plan designation.

2. The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.

Staff has determined that the proposed rezoning request will create a scenario of spot zoning and the more intense allowable land uses are not consistent with the adjacent C-1 (Limited Commercial) and R-1 (Single Family Residential) existing developments surrounding 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 surrounding community do not indicate the need for more intense commercial zoning encroaching into the residential properties located on Wilshire Street.

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.

Site access is provided from Charleston Boulevard, which is a 100-foot wide Primary Arterial street as designated by the Master Plan of Streets and Highways and Wilshire Street a 60-foot wide Local street as designated by Title 13. This street is sufficient in size to accommodate the needs of the proposed use.

FINDINGS (21-0564-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to rezone the property to the C-2 (General Commercial) zoning district. The applicant could allow the site to remain in the C-1 (Limited Commercial) zoning district, which would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (21-0564-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 Motor Vehicle Sales (Used) cannot be conducted in a manner that is harmonious and compatible with the surrounding commercial and single family residential land uses in the area. Furthermore, staff has determined the associated waivers and variances reinforce unsuitability of the proposed Motor Vehicle Sales (Used) land use on the subject site.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The subject site is a regularly shaped rectangular lot and is 0.33 net acres, which is approximately 14,374 square feet in size. The applicant has requested a Waiver from Title 19.12 to allow 14,374 square feet of area dedicated to the use where 25,000 square feet is the minimum required. Staff has determined that the subject site cannot physically accommodate the proposed Motor Vehicle Sales (Used) use and is in close proximity with existing single-family residential development, which may be negatively impacted by the development.

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.

Site access is provided from Charleston Boulevard, which is a 100-foot wide Primary Arterial street as designated by the Master Plan of Streets and Highways and Wilshire Street a 60-foot wide Local street as designated by Title 13. This street is sufficient in size to accommodate the needs of the proposed use.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of this proposed Special Use Permit will not compromise the public health, safety and general welfare of the public, as the use will be subject to regular inspections and licensing restrictions.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Motor Vehicle Sales (Used) use does not meet Condition #1 listed in Title 19.12; which requires a minimum area of 25,000 square feet dedicated to the proposed use. The subject site is 0.33 net acres, which is approximately 14,374 square feet in size. The applicant has requested a Waiver from Title 19.12 to allow 14,374 square feet of area dedicated to the use where 25,000 square feet is the minimum required. Staff has determined that the subject site cannot physically accommodate the proposed Motor Vehicle Sales (Used) use. In addition, the subject site is located 20 feet away from existing single-family residential development, which may be negatively impacted by the development.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/08/60	The City Planning Commission accepted a request to withdraw without prejudice a Rezoning (Z-0041-60) from R-E (Residence Estates) to C-1 (Limited or Neighborhood Commercial) on property generally located on the south side of West Charleston Boulevard between Decatur Boulevard and Wilshire Street.
10/24/62	The City Planning Commission approved a request for a Rezoning (Z-0100-62) from R-1 (Single Family Residence) to C-1 (Limited or Neighborhood Commercial) on property generally located on the south side of West Charleston Boulevard between Montclair Street and Wilshire Street.
09/27/11	A Code Enforcement case (#CE-106241) was processed for weeds and refuse in the landscape at 5235 West Charleston Boulevard. The case was resolved on 10/19/11.
04/18/12	The City Council approved a request for a General Plan Amendment (GPA-43991) to establish Redevelopment Area 2 and change the future land use designation on various parcels within the Redevelopment Area to Commercial or Mixed Use. The Planning Commission recommended approval of the request.
07/19/18	A Code Enforcement case (#CE-191351) was processed for junk in the alleyway at 5235 West Charleston Boulevard. The case was resolved on 07/19/18.
06/02/21	The City Council approved a request for a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 Master Plan and amend the City of Las Vegas General Plan from various categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2), or NMXU (Neighborhood Center Mixed Use) within the City of Las Vegas. The Planning Commission recommended approval of the request.
11/09/21	The Planning Commission unanimously voted to recommend DENIAL on the following Land Use Entitlement project requests on 0.33 acres at 5235 West Charleston Boulevard (APN 163-01-502-001), Ward 1 (Knudsen). • 21-0564-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) • 21-0564-VAR1 - VARIANCE - TO ALLOW A 50-FOOT WIDE LOT WHERE 100 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A FOUR-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED • 21-0564-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 2,300 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE WITH A WAIVER TO ALLOW A 14,374 SQUARE-FOOT SITE WHERE 25,000 SQUARE FEET IS THE MINIMUM ALLOWED

Most Recent Change of Ownership	
08/12/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/08/93	A business license (#G50-00181) was issued for General Retail Sales (Quality Services Co.) at 5235 West Charleston Boulevard. The license was marked inactive on 06/15/21.

Pre-Application Meeting	
09/02/21	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a Rezoning, Variance and Special Use Permit for a proposed Motor Vehicle Sales (Used) use with associated Waivers of Title 19 development standards.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/23/21	Staff conducted a routine site visit a found the subject site to be an existing commercial development with high weeds and overgrown shrubs in the landscape buffer adjacent to Charleston Boulevard. All landscape planting materials located on the western perimeter of the building have been cut down to the stump and removed. The rear yard of the lot is used for onsite parking and is surrounded by a chain link fence.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other than Listed	TOD-1 (Transit Oriented Development – 1)	C-1 (Limited Commercial)
North	Restaurant With Drive Through	TOD-1 (Transit Oriented Development – 1)	C-1 (Limited Commercial)

JB

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Single-Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Office, Other than Listed	TOD-1 (Transit Oriented Development – 1)	C-1 (Limited Commercial)
West	Shopping Center	TOC-1 (Transit Oriented Corridor – 1)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	*Compliance*
Master Plan 2050 Area: Charleston	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan (Area 2)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.080, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	50 Feet	N*
Min. Setbacks			
• Front	10 Feet	20 Feet	Y
• Corner Side (west)	10 Feet	4 Feet	N*
• Side (east)	10 Feet	18 Feet	Y
• Rear	20 Feet	170 Feet	Y
Max. Lot Coverage	50 %	20 %	Y
Max. Building Height	N/A	11 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y

*The applicant has requested a Variance (21-0564-VAR1) to allow a 50-foot wide lot where 100 feet is the minimum required and to allow a four-foot corner side yard setback where 10 feet is required.

Existing Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (General Commercial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
TOD-1 (Transit Oriented Development – 1)	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
N/A	N/A	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Wilshire Street	Local Street	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	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (Used)	2,300 SF	1 space per 500 SF GFA	5				
TOTAL SPACES REQUIRED			5		20		Y
Regular and Handicap Spaces Required			4	1	19	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Pursuant to Title 19.12, a minimum area of 25,000 square feet dedicated to the proposed Motor Vehicle Sales (Used) use.	To allow 14,374 square feet of site area dedicated to the use.	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0564
Meeting Date	09/15/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 5235 W. Charestone Blvd, Las Vegas, NV 89146

Project Name Ogy's Auto Sales **Proposed Use** Auto Sales (C-2)

Assessor's Parcel #(s) 163-01-502-001 **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed C-2

Additional Information _____

Property Owner MG Engineering & Construction **Contact** John Grujicic
Address 4750 Desert Plains Road City Las Vegas State NV Zip 89147
E-mail mladjangrujicic@gmail.com Phone 702-630-3957

Applicant John Grujicic **Contact** John Grujicic
Address 4750 Desert Plains Road City Las Vegs State NV Zip 89147
E-mail mladjangrujicic@gmail.com Phone 702-630-3957

Representative John Grujicic **Contact** John Grujicic
Address 4750 Desert Plains Road City Las Vegs State NV Zip 89147
E-mail mladjangrujicic@gmail.com Phone 702-630-3957

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 John Grujicic
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name MLADJAN John GRUJICIC

Subscribed and sworn before me

This 14th day of Sept., 20 21

Jill Kleles - Clark County, Nevada
Notary Public in and for said County and State

JILL KLELES
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-1800-1
My Appt. Expires January 18, 2023

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

21-0564 09/15/2021

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 5235 W. Charestone Blvd, Las Vegas, NV 89146

Project Name Ogy's Auto Sales **Proposed Use** Autu Sales (C-2)

Assessor's Parcel #(s) 163-01-502-001 **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing G-1 Proposed C-2

Additional Information _____

Property Owner MG Engineering & Construction **Contact** John Grujicic

Address 4750 Desert Plains Road City Las Vegas State NV Zip 89147

E-mail mladjangrujicic@gmail.com Phone 702-630-3957

Applicant John Grujicic **Contact** John Grujicic

Address 4750 Desert Plains Road City Las Vegs State NV Zip 89147

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Representative John Grujicic **Contact** John Grujicic

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☐ Yes ☑ No

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Partner(s) _____

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- 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 Svetlana Grujic

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Svetlana Grujic

Subscribed and sworn before me

This 8th day of September, 20 21

Darian J. Campagna

Notary Public in and for said County and State

Darian J. Campagna
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 21-7646-01
My Appt. Expires: July 14, 2025

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0564
Meeting Date	09/15/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 5235 W. Charleston Blvd., Las Vegas, NV, 89146

Project Name Ogy's Auto Sales **Proposed Use** Auto Sales C-2

Assessor's Parcel #(s) 163-01-502-001 **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed C-2

Additional Information _____

Property Owner NG, LLC Contact Ognjen Grujicic

Address 4750 Desert Plains Rd City Las Vegas State NV Zip 89147

E-mail ogylv@yahoo.com Phone 702-335-0867

Applicant John Grujicic Contact John Grujicic

Address 4750 Desert Plains Rd City Las Vegas State NV Zip 89147

E-mail mladjangrujicic@gmail.com Phone 702-630-3957

Representative John Grujicic Contact John Grujicic

Address 4750 Desert Plains Rd City Las Vegas State NV Zip 89147

E-mail mladjangrujicic@gmail.com Phone 702-630-3957

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) _____

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Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Ognjen Grujicic

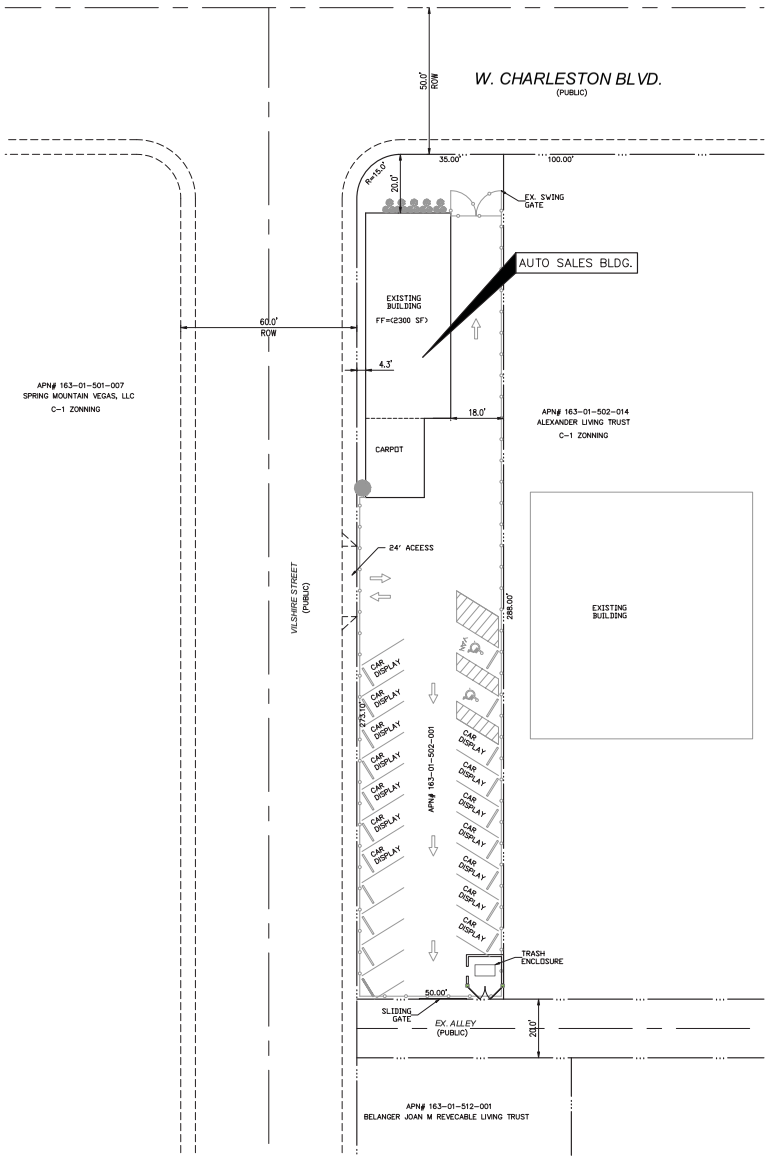
Subscribed and sworn before me

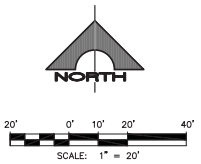
This 10th day of September, 20 21

_____

Notary Public in and for said County and State

ANTONIO ARPON
Notary Public - State of Nevada
County of Clark
APPT. NO. 14-13114-1
My App. Expires March 12, 2022







VICINITY MAP
N.T.S.

APN: 163-01-502-001

PROJECT DATA:

GROSS SITE AREA: 0.33 AC

PROJECT PARCEL NUMBER: 163-01-502-001
TOTAL BUILDING AREA: 2,300 SF
EX. OFFICE: 966 S.F.
EX. STORAGE: 1,126 S.F.

PARKING REQUIRED: 5
PARKING PROVIDED: 4
HANDICAP PARKING: 2

DISPLAY CAR PARKING: 14

21-0564
09/30/2021

REVISIONS
NO. DATE DESCRIPTION

SCALE: As indicated

OGY'S AUTO SALES
5235 W. CHARLESTON BLVD
LAS VEGAS, NV 89146

EXISTING SITE AND LANDSCAPING PLAN

MG Engineering & Construction,
4750 Desert Palms Rd.
Las Vegas, NV 89147
Tel. (702) 630-3957
Fax. (702) 873-4166

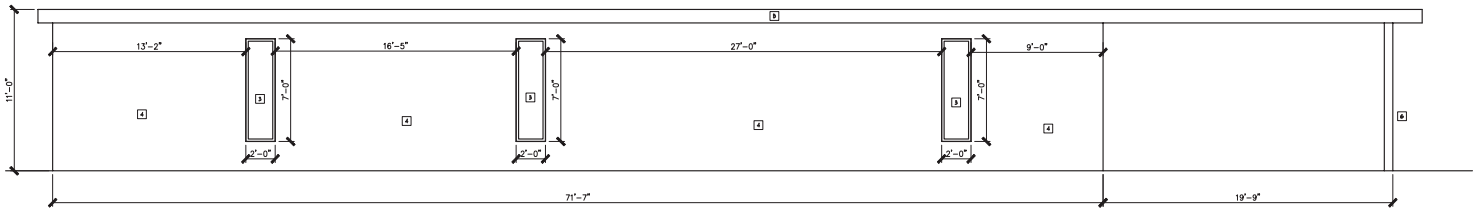
PROJECT
1985

SHEET
SP-1

08/30/2021

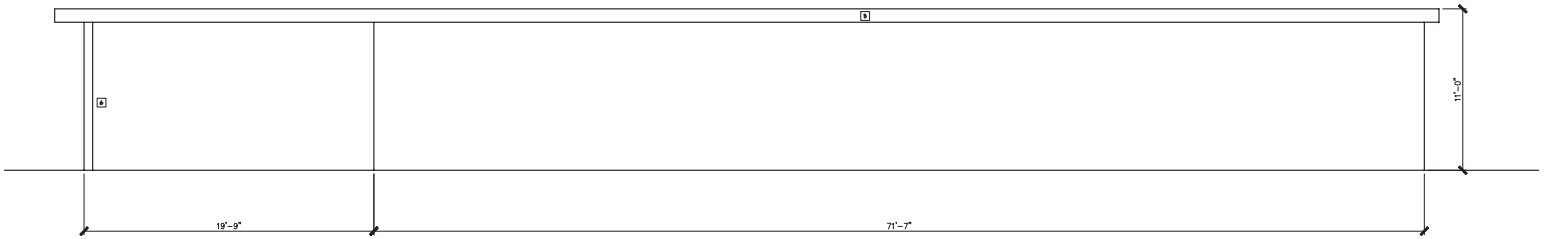
NOTES:

1. 36" DOOR
2. ROLL DOOR
3. WINDOW
4. STUCCO SIDING
5. FLAT ROOF
6. 7"x 7" COLUMNS



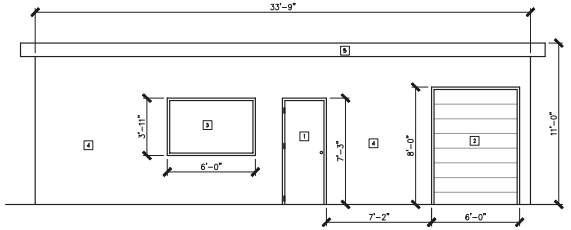
EX. WEST SIDE ELEVATION

SCALE:1/4" = 1'-0"



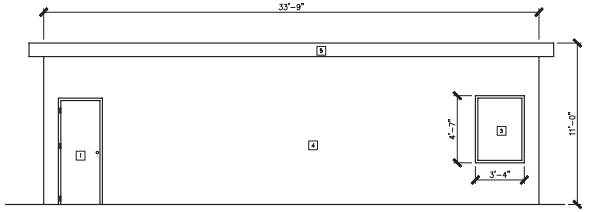
EXISTING EAST SIDE ELEVATION

SCALE: 1/4" = 1'-0"



EXISTING SOUTH SIDE ELEVATION

SCALE: 1/4" = 1'-0"



EXISTING NORTH SIDE ELEVATION

SCALE: 1/4" = 1'-0"

21-0564
09/15/2021

REVISIONS

NO.	DATE	DESCRIPTION

SCALE: As indicated

OGY'S AUTO SALES
5235 W. CHARLESTON BLVD
LAS VEGAS, NV 89146

WEST SIDE ELEVATION

MG EGNINEERING &
CONSTRUCTION
4750 DESERT PLAINS RD
Las Vegas, NV 89147
Tel: (702) 630-3967

PROJECT
1985

SHEET
A2.0

PROJECT	SHEET
1985	A1.0

MG EGUNEERING &
CONSTRUCTION
4750 DESERT PLAINS RD
Las Vegas, NV 89147
Tel: (702) 630-3987

EXISTING FLOOR PLAN

SCALE: As indicated

OGY'S AUTO SALES
5235 W. CHARLESTON BLVD
LAS VEGAS, NV 89146

REVISIONS		
NO.	DATE	DESCRIPTION

21-0564
09/15/2021

EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"



21-0564-ZON1, 21-0564-VAR1 AND 21-0564-SUP1 - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC
5235 WEST CHARLESTON BOULEVARD

09/23/2021



21-0564-ZON1, 21-0564-VAR1 AND 21-0564-SUP1 - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC
5235 WEST CHARLESTON BOULEVARD

09/23/2021



21-0564-ZON1, 21-0564-VAR1 AND 21-0564-SUP1 - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC
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5235 WEST CHARLESTON BOULEVARD

09/23/2021



21-0564-ZON1, 21-0564-VAR1 AND 21-0564-SUP1 - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC
5235 WEST CHARLESTON BOULEVARD

09/23/2021



21-0564-ZON1, 21-0564-VAR1 AND 21-0564-SUP1 - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC
5235 WEST CHARLESTON BOULEVARD

09/23/2021



21-0564-ZON1, 21-0564-VAR1 AND 21-0564-SUP1 - APPLICANT: JOHN GRUJCIC - OWNER: NG, LLC AND MG ENGINEERING & CONSTRUCTION, LLC
5235 WEST CHARLESTON BOULEVARD

09/23/2021

September 14, 2021

JUSTIFICATION LETTER
FOR ZONE CHANGE
FROM C1 TO C2
VARIANCES &
WAIVER
FOR OGY'S AUTO SALES
APN 163-01-502-001

Mr. Ognjen Grujicic (NG, LLC) owner of subject commercial property would like to apply for following:

1. Zone change from C-1 (Limited Commercial) to C-2 (General Commercial) for this property as he would like to start a small auto sales business for used cars.

2. Variance – To allow a 50-foot wide lot where 100 feet is the minimum required and to allow a 4.3 ft. corner side yard setback where 10 feet is required.

3. Special use permit for a proposed 2,300 sf motor vehicle sale (used) use with a waiver to allow a 14,374 sq. ft. site where 25,000 sq. ft. is the minimum allowed.

Address of the property is 5235 W. Charleston Blvd, Las Vegas, NV 89146 (APN# 163-01-502-001)

Currently this site has an existing commercial building (2,300 Sf), Total lot size is approximately 0.33 AC.

The parking area will have 14 parking spaces for car sale (display) and a total of 6 parking spaces for employees and visitors (2 handicap spaces).

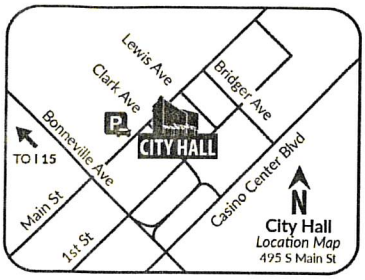
Note: This auto sale office will not have any service, it will be sales only.

21-0564
09/15/2021

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



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.

21-0564 and 21-0564-ZON1 and 21-0564-VAR1 and 21-0564-SUP1

City Council Meeting of **12/15/2021**

PRSRT
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Las Vegas, NV
Permit No. 1630

THE LOT IS TOO SMALL FOR A USED CAR LOT THERE WOULD BE NO PLACE TO SERVICE THE VEHICLES PEOPLE SHOPPING WOULD CAUSE CONGESTION AT TOP OF NORTH END OF WILBSHIRE FOR PEOPLE MAKING RIGHT AND LEFT TURNS ON CHARLESTON IT COULD CAUSE CONGESTION & ACCIDENTS.

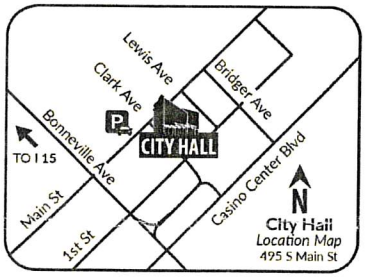
21-0564
16301511018
PITTAN DONALD E
5309 LYTTON AVE
LAS VEGAS NV 89146

97 JRDFMP1 89146

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



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21-0564 and 21-0564-ZON1 and 21-0564-VAR1 and 21-0564-SUP1

City Council Meeting of **12/15/2021**

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PAID
Las Vegas, NV
Permit No. 1630

21-0564
16301512008
HOLLY HELEN A & JOHN
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

Submitted after final agenda

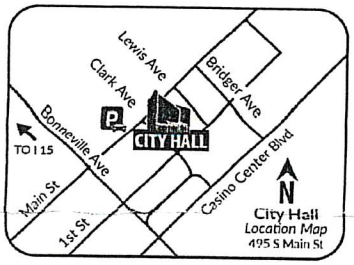
#s 39 a-c

97 JRDFMP1 89146

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

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.

21-0564 and 21-0564-ZON1 and 21-0564-VAR1 and 21-0564-SUP1

Planning Commission Meeting of **11/09/2021**

97 HRDFNP1 89107

RECEIVED
NOV 09 2021
Dept of Planning
City of Las Vegas

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Las Vegas, NV
Permit No. 1630

21-0564
13836810013
HAASE KURT W LIVING TRUST
HAASE KURT W TRS
1012 BREANNA ST
LAS VEGAS NV 89107-3779

Submitted after final agenda

30a-c 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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21-0564 and 21-0564-ZON1 and 21-0564-VAR1 and 21-0564-SUP1

Planning Commission Meeting of **11/09/2021**

97 HRDFNP1 89146

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City of Las Vegas

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21-0564
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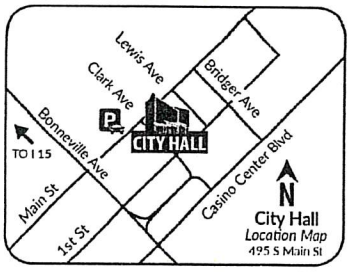
30a-c P

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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Planning Commission Meeting of **11/09/2021**

97 HRDFNP1 89146

RECEIVED
NOV 09 2021
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City of Las Vegas

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Permit No. 1630

21-0564
16301511018
PITTAN DONALD E
5309 LYTTON AVE
LAS VEGAS NV 89146

30a-c P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
39a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0564-ZON1 - REZONING - FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	3	Planning Commission Mtg.	0
City Council Meeting	2	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: December 15, 2021

Agenda Item No.:
39b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0564-VAR1 - VARIANCE - TO ALLOW A 50-FOOT WIDE LOT WHERE 100 FEET IS THE MINIMUM REQUIRED AND TO ALLOW A FOUR-FOOT CORNER SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	3	Planning Commission Mtg.	0
City Council Meeting	2	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: December 15, 2021

Agenda Item No.:
39c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0564-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED 2,300 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE WITH A WAIVER TO ALLOW A 14,374 SQUARE-FOOT SITE WHERE 25,000 SQUARE FEET IS THE MINIMUM ALLOWED

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	3	Planning Commission Mtg.	0
City Council Meeting	2	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: December 15, 2021

Agenda Item No.:
40

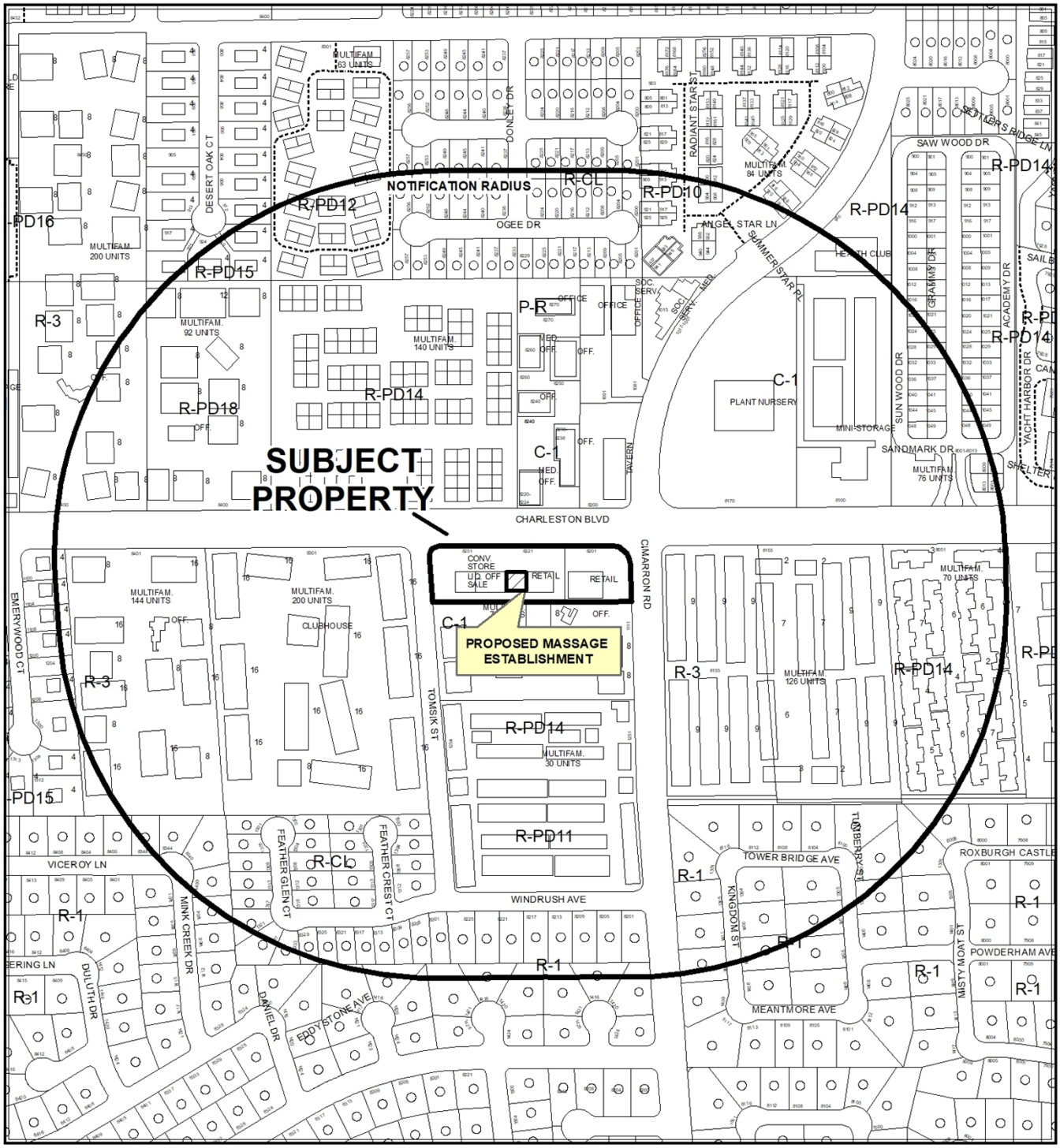
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0587-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LIJIA JIANG - OWNER: 4865 E FLAMINGO RD, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED MASSAGE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY WHERE 400 FEET IS REQUIRED at 8221 West Charleston Boulevard, Suite #104 (APN 163-04-117-003), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	9	Planning Commission Mtg.	0
City Council Meeting	8	City Council Meeting	1

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) 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 - Protest-Support Postcards
8. Backup Submitted for the November 9, 2021 Planning Commission Meeting



0 305 610 Feet

CASE: **21-0587-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



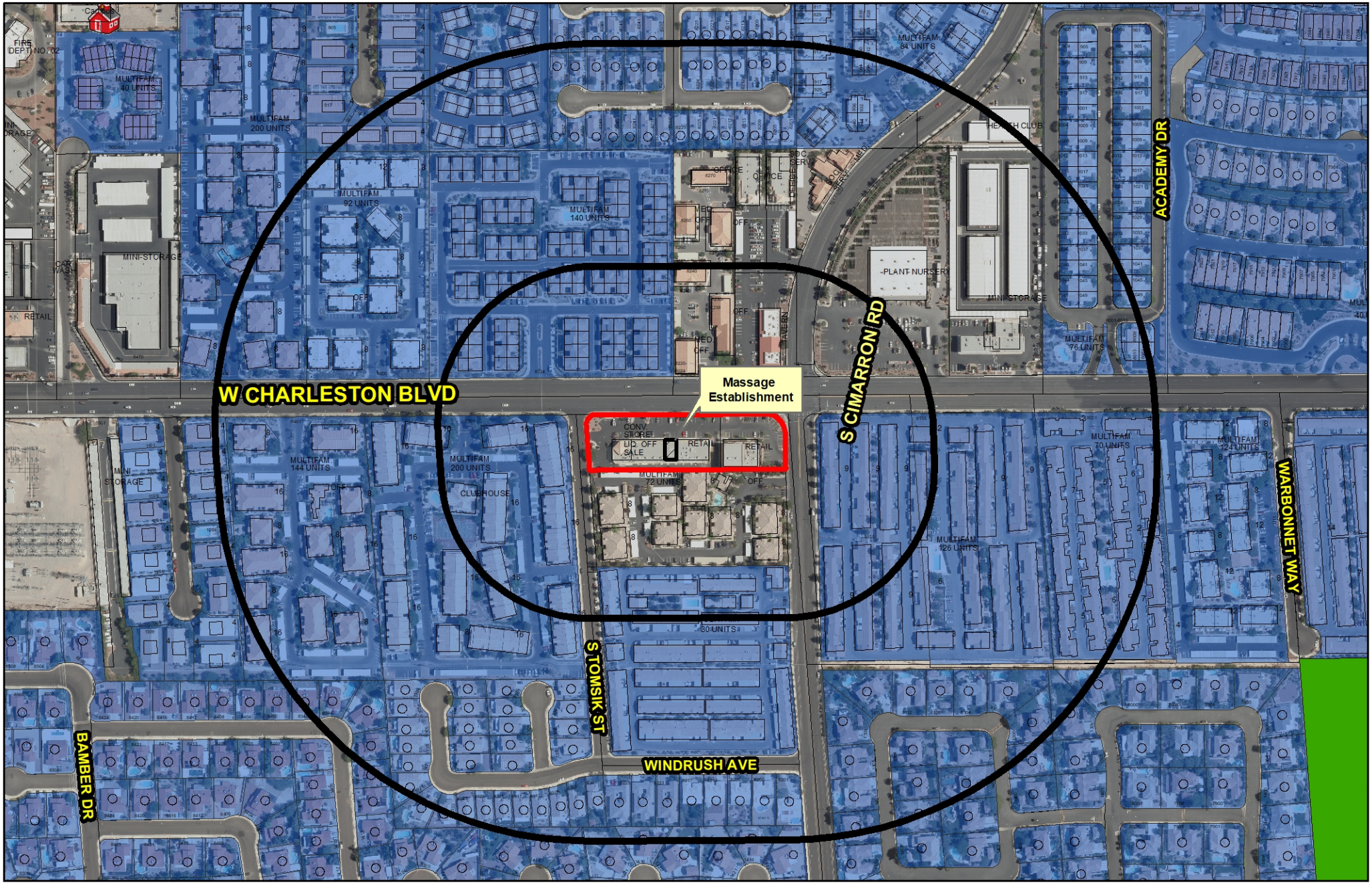
0 305 610 Feet

CASE: **21-0587-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



21-0587-SUP1

Massage Establishment

Business Licenses

- Massage Establishment

Entitlements

- APPROVED
- SCHEDULED

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- Residential Property
- 400' & 1000' Buffer

N

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

Date: Thursday, September 23, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LIJIA JIANG - OWNER: 4865 E FLAMINGO RD, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0587-SUP1	Staff recommends DENIAL, if approved subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 494 (By City Clerk)

PROTESTS 9

APPROVALS 0

CS

**** CONDITIONS ****

21-0587-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Massage Establishment use, except as amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver from Title 19.12 is hereby approved, to allow a 50-foot separation from a residentially zoned property where 400 feet is required.

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

This is a Special Use Permit request for a proposed Massage Establishment use at 8221 West Charleston Boulevard, Suite 104.

ISSUES

- The Massage Establishment use is permitted in the C-1 (Limited Commercial) zoning district via the approval of a Special Use Permit.
- A Waiver is requested to allow a 50-foot distance separation from a parcel zoned for residential use where 400 feet is required. Staff does not support the request.

ANALYSIS

The subject site is zoned C-1 (Limited Commercial) and subject to Title 19 development standards. It is home to an existing 14,836 square-foot inline/strip commercial center. The applicant requests a Special Use Permit to operate a Massage Establishment use within a vacant tenant space. Per Title 19, The Massage Establishment use is defined as "A facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. This use does not include the "accessory massage," as defined in this Title."

The Minimum Special Use Permit Requirements for this use include:

1. The use shall comply with all applicable requirements of LVMC Title 6.

   The proposed use will be required to comply with all applicable requirements of LVMC Title 6 as a condition of their business license once issued. The proposed use will be subject to regular inspections by the Department of Planning, Licensing Division to ensure compliance.

2. The use must be located on secondary thoroughfare or larger.

   The proposed use meets this requirement, as Charleston Boulevard is classified as a Primary Arterial, as classified by the city's Master Streets and Highway Plan.

3. The use may not be located within 400 feet of any church/house of worship, school, City park, individual care center licensed for more than 12 children, or any parcel zoned for residential use.

   The applicant does not meet this requirement as the subject site is located within 50 feet of a residentially zoned property.

4. The use may not be located within 1000 feet of any other massage establishment.

   This requirement is met as there is no other massage establishment located within the required distance separation area.

5. The hours of operation shall be limited to the period between 6:00 a.m. and 10:00 p.m., unless further limited by the City Council on a case-by-case basis.

   The proposed use meets this requirement as stated in the applicant's justification letter that the business would operate between 9:00 a.m. and 10:00 p.m.

Due to the proposed distance separation Waiver, staff has concluded the proposed use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding land uses and recommends denial of the Special Use Permit. If approved, it will be subject to conditions.

FINDINGS (21-0587-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use cannot be conducted in a manner that is harmonious and compatible with the existing surrounding land uses due to the requested distance separation waiver from property zoned for residential uses.

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 type and intensity of land use proposed due to the existing protected land use located within the required distance separation area.

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.**

   Site access is provided by Charleston Boulevard, a 100-foot Primary Arterial which is adequate in size to service the needs of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The approval of the Special Use Permit would be subject to Conditions of Approval and regular inspections conducted by the Business Licensing Division of the Planning Department to ensure the public health, safety, and welfare are not compromised.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The applicant has requested a distance separation waiver to allow a 50-foot distance separation from a a residentially zoned property where 400 feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
10/18/06	The City Council approved a request for a Special Use Permit (SUP-13271) for a retail establishment with accessory package liquor off-sale on 1.22 acres at 8251 West Charleston Boulevard. The Planning Commission and staff recommended approval.
06/06/07	The City Council approved a request for a Required Review (RQR-21914) of a previously approved Special Use Permit (SUP-13271) for a retail establishment with accessory package liquor off-sale at 8251 West Charleston Boulevard. Staff recommended denial.
04/06/11	The City Council approved a request for a Review of Condition (ROC-41050) to delete conditions 'A' and 6 of a previously approved Special Use Permit (SUP-13271) which restricted the hours of operation from 6:00 a.m. to midnight, seven days a week, and prohibited the sale of individual containers of any size beer, wine coolers or screw cap wine at 8251 West Charleston Boulevard. Staff recommended denial.
11/09/21	The Planning Commission (7-0 vote) recommends APPROVAL on a Land Use Entitlement project(21-0587-SUP1) request FOR A PROPOSED MASSAGE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY WHERE 400 FEET IS REQUIRED at 8221 West Charleston Boulevard, Suite #104 (APN 163-04-117-003), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen).

Most Recent Change of Ownership	
07/30/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/27/10	Business License (#R60-03680) was issued for a Shoe/Clothing Repair use at 8221 West Charleston Boulevard, Suite 104. The license is listed as inactive.
11/18/16	Business License (#G64-08091) was issued for a Convenience Store use at 8521 West Charleston Boulevard. The license remains active.
07/23/17	Business License (#P65-00182) was issued for a Martial Arts Instruction use at 8521 West Charleston Boulevard, Suite 101. The license remains active.
07/25/17	Business License (#G65-05500) was issued for a Nail Salon use at 8521 West Charleston Boulevard, Suite 105. The license remains active.
09/05/18	Business License (#G66-05580) was issued for a Pet Grooming use at 8521 West Charleston Boulevard, Suite 108. The license remains active.
04/25/19	Business License (#G67-02465) was issued for a Sport Goods Retail use at 8521 West Charleston Boulevard, Suite 102. The license remains active.

Pre-Application Meeting	
09/14/21	Staff conducted a pre-application meeting where the submittal requirements and deadlines were reviewed for a proposed Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/29/21	Staff conducted a routine field check and found an existing shopping center. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	1.22

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	General Retail, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	TOC-1 (Transit Oriented Corridor – 1)	C-1 (Limited Commercial)
	Multi-Family Residential	M (Medium Density Residential)	R-PD14 (Residential Planned Development – 14 Units per Acre)
South	Multi-Family Residential	M (Medium Density Residential)	C-1 (Limited Commercial)
East	Multi-Family Residential	SC (Service Commercial)	C-1 (Limited Commercial)
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master and Neighborhood Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Cimarron Road	Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	14,836 SF	1:250 SF	60				
TOTAL SPACES REQUIRED			60		61		Y
Regular and Handicap Spaces Required			57	3	57	4	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
The use may not be located within 400 feet of any parcel zoned for residential use.	To allow a 50-foot distance separation from a parcel zoned for residential use.	Denial

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) Special Use Permit

Project Address (Location) 8221 W. Charleston Blvd. #104

Project Name Golden Thai Spa **Proposed Use** Massage Establishment

Assessor's Parcel #(s) 16304117003 **Ward #** 1-Knudsen

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information Proposed Massage Establishment ("Golden Thai Spa") in existing vacant commercial space.

Property Owner 4865 E. FLAMINGO RD., LLC Contact Michael Mahbobian-Fard, Esq.

Address 18011 Karen Dr. City Encino State CA Zip 91316

E-mail Michael@unionwestholdings.com Phone 818-402-4533

Applicant Lijia Jiang Contact Don McGee

Address 1544 Silandro Blvd City Las Vegas State NV Zip 89117

E-mail dmcgee70@yahoo.com Phone 916-541-7299

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 _____

Subscribed and sworn before me

This _____ day of _____, 20 _____

See Jurat Attachment Maria Valle, Notary Public

Notary Public in and for said County and State

21-0587
09/16/2021

CALIFORNIA JURAT

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 15 day of September, 2021
Date Month Year

by Michael Mahlobian-Fard

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____
Signature of Notary Public

MARIA VALLE
Notary Public - California
Los Angeles County
Commission # 2353127
My Comm. Expires Mar 27, 2025

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Application / Petition Form & Statement of Financial Interest

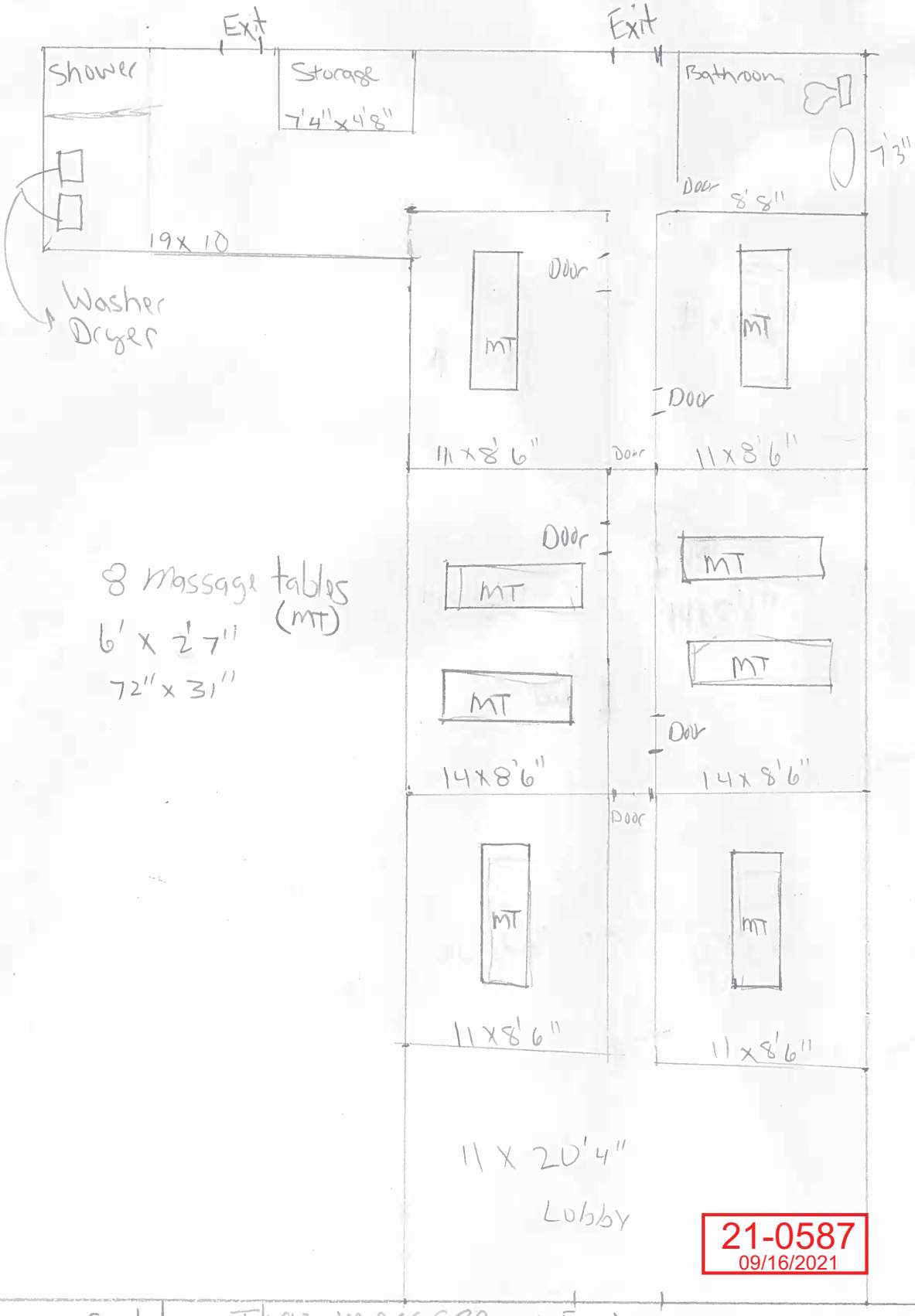
Document Date: 09/15/2021

Number of Pages: 1

Signer(s) Other Than Named Above: N/A

21-0587
09/16/2021

21-0587
09/27/2021



21-0587
09/16/2021

Golden Thai massage
PROPOSAL
8221 W Charleston BLVD Suite 104



21-0587-SUP1 - APPLICANT: LIJIA JIANG - OWNER: 4865 E FLAMINGO RD, LLC
8221 WEST CHARLESTON BOULEVARD, SUITE #104

09/30/2021

DEPARTMENT OF PLANNING

Justification Letter

A Justification Letter explaining your application will be included in the materials sent to the Planning Commission; *multiple related applications shall be addressed in a single comprehensive letter*. This letter may be prepared by the applicant or a representative. The following format is provided to assist in the preparation of this letter.

Issue –

Please describe in detail the request and the intended use of the property

Information –

Please provide the following information and any other that will assist the Planning Commission in making their decision:

- # of employees/residents
- Hours of operation
- Any existing similar uses owned or operated by the applicant and their location
- Any required state licenses specific to the use requested

Sustainability (if applicable – if yes, please explain)	***Yes***	***No***
Will this project participate in the City of Las Vegas Green Building Program?		✓
Will this project be constructed to LEED or other equivalent standards?		✓
Will this project utilize alternative energy sources or water savings measures?		✓
Is there connectivity to adjacent parcels?		✓
Will the proposed project qualify as a walkable community (for Residential and Mixed Use projects only)?		✓
Is the project using any means of sustainable construction?		✓
Will this project meet the intent of the Urban Forestry Initiative?		✓
Will the project provide any bicycle parking?		✓
Will the project provide any electric vehicle recharging stations?		✓

Findings –

Please describe in detail how the project meets/supports existing City regulations (please see back of document for **Determinations of Approval for applications per Title 19.18)**

The Justification Letter must have original signature of named owner, applicant or representative from SOFI & identified as such.

21-0587
09/16/2021

Justification Lettler

Proposed Massage Establishment to service people with pain and to relieve stress, reduced muscle tension, increased joint mobility and flexibility.
Employees we hope to hire 5 people, hours of operation will be from 9 am to 10 pm.
All employee will have Nevada State Board Massage Therapy licenses and City of Las Vegas Special License

Thank You Lijia Jiang



21-0587
09/16/2021

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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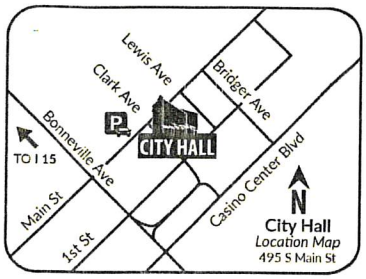

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

City Council Meeting of **12/15/2021**

21-0587-SUP1
13833418102
ZIMMERMAN STEPHEN A REV LIV TR
ZIMMERMAN STEPHEN ALAN TRS
8324 W CHARLESTON BLVD # 2050
LAS VEGAS NV 89117-9207

143 JRDFNP1 89117

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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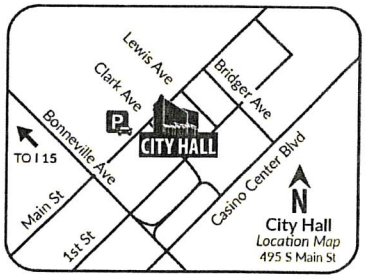

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

City Council Meeting of **12/15/2021**

21-0587-SUP1
13833411027
KORANDA DARCIANN
8249 OGEE DR
LAS VEGAS NV 89145-4546

Submitted after final agenda
H40 W1

59 JRDFNP1 89145

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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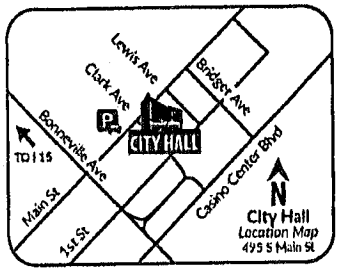

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

City Council Meeting of **12/15/2021**

21-0587-SUP1
13833418136
MARTIN JOHN A & ASSOC NV INC
4560 S DECATUR BLVD # 200
LAS VEGAS NV 89103

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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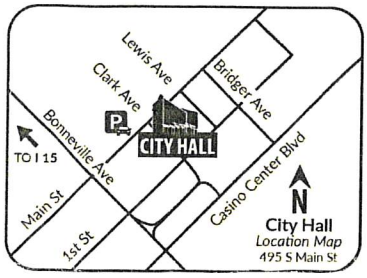

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0587-SUP1
City Council Meeting of **12/15/2021**

My concern is the type of traffic this would generate in the neighborhood and the possibility that other establishments like this would come in and reduce the desirability of the neighborhood.

TBP Investments LLC

21-0587-SUP1
16304118018
T B P INVESTMENTS L L C
3374 SOUTHERN VISTA DR
KINGMAN AZ 86401

151 JRDFNP1 86401

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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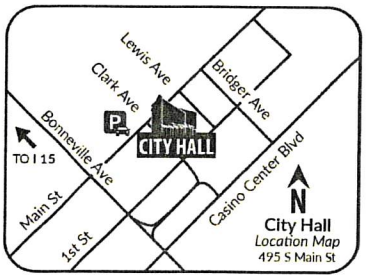

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0587-SUP1
City Council Meeting of **12/15/2021**

21-0587-SUP1
16304116015
WORTMAN LESLIE A
1305 FEATHER GLEN CT
LAS VEGAS NV 89117

Submitted after final agenda

Date 12/13/2021 Item 40

143 JRDFNP1 89117

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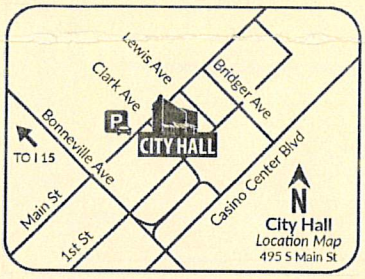

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1
City Council Meeting of **12/15/2021**

21-0587-SUP1
13833410022
LENERT FAMILY TRUST
LENERT LOUIS HENRY TRS
8301 BOSECK DR # 131
LAS VEGAS NV 89145-4555

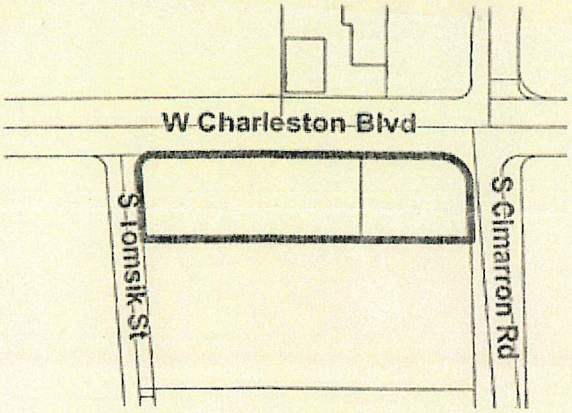
59 JRDFNP1 89145

Application Information

21-0587-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LIJIA JIANG - OWNER: 4865 E FLAMINGO RD, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED MASSAGE ESTABLISHMENT USE WITH A WAIVER TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIALLY ZONED PROPERTY WHERE 400 FEET IS REQUIRED at 8221 West Charleston Boulevard, Suite #104 (APN 163-04-117-003), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

THE 400 FT REQUIRMENT WAS SET FOR THE SAFETY & SECURITY OF THE NEAR-BY RESIDENTS. 50 FT MEANS THE SEPARATION IS VIRTUALLY NON-EXISTENT. WHY BOTHER HAVING ZONING RESTRICTIONS IF THEY ARE THIS EASILY WAIVED? HOW MANY OF THE 7 PLANNING COMMISSION MEMBERS WOULD APPROVE THE WAIVER IF THIS WAS WITHIN 50 FT OF THEIR RESIDENCE?

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/15/2021
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

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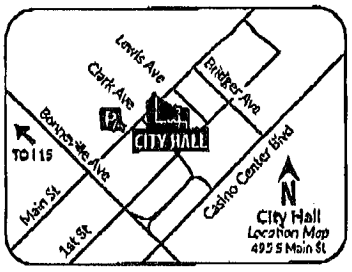
PLEASE

This neighborhood does NOT need a massage parlor.

Ay Lowell
702. 521. 4435



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

City Council Meeting of **12/15/2021** 702. 229. 6405 Councilman Knudsen

21-0587-SUP1
13833418064
LOWELL CORELL FAMILY TRUST
LOWELL AMY LIVING TRUST
10651 SUFFOLK HILLS AVE
LAS VEGAS NV 89129

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Date 12/13/2021 Item 40

12/13/2021 15:49 (FAX) P.001/001

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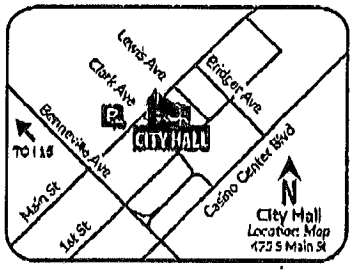
PLEASE

This neighborhood does NOT need a massage parlor.

Amy Lowell
702. 521. 4435



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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21-0587-SUP1
City Council Meeting of **12/15/2021**

702. 229. 6405

21-0587-SUP1
13833418055
LOWELL AMY LIVING TRUST
LOWELL AMY TRS
10651 SUFFOLK HILLS AVE
LAS VEGAS NV 89129-3246

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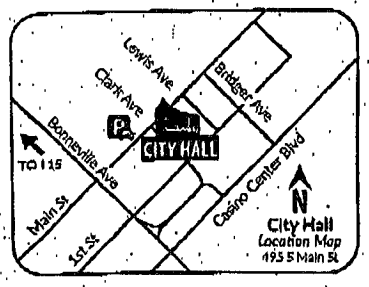

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1
City Council Meeting of **12/15/2021**

21-0587-SUP1
16304115008
PEREZ RAUDEL MUNGUIA & ANA KARINA MUNGUIA
1416 AWESOME CT
LAS VEGAS NV 89117-1256

Submitted after fi... genda
Date 12/14/2021 Item 40

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: noreply@formstack.com
Sent: Monday, November 1, 2021 9:46 AM
To: Planning Comments
Subject: Planning Application Comments Form

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 11/01/21 9:46 AM

Meeting Date:	Tuesday, November 9, 2021
Project Number:	21-0587
Position:	I SUPPORT the project and all related applications.
Name:	Michael Mahbobian-Fard
Residential or Business Address:	18011 Karen Dr, Encino, CA 91316
Phone:	(818) 402-4533
Email:	michael@unionwestholdings.com

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

34 A

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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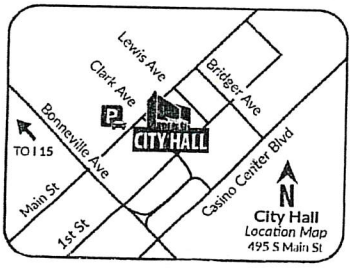

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833410054
MAKSIMIK FAMILY TRUST
MAKSIMIK JOHN A JR & PAMELA LOUISE TRS
8301 BOSECK DR UNIT 236
LAS VEGAS NV 89145

59 HRDFNP1 89145

Submitted after final agenda

34P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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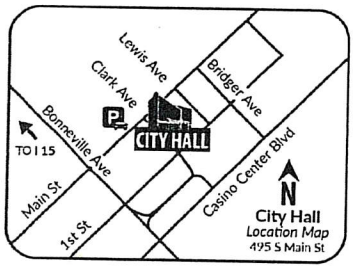

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833411027
KORANDA DARCIANN
8249 OGEE DR
LAS VEGAS NV 89145-4546

59 HRDFNP1 89145

34 p

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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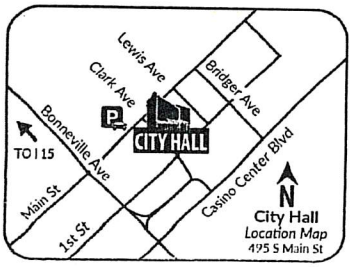

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833817041
ARFUSO KATHLEEN M
1033 GRAMMY DR
LAS VEGAS NV 89145

59 HRDFNP1 89145

34p

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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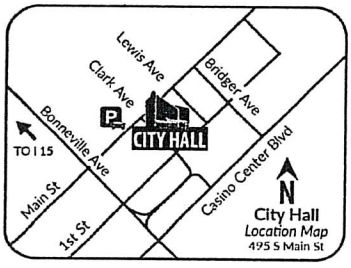

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☐ I SUPPORT this Request

☑ I OPPOSE this Request — Edward H. Kim

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833418018
KIM EDWARD H & XIAOHONG
8324 W CHARLESTON BLVD # 2008
LAS VEGAS NV 89117-9205

143 MRDFNP1 89117

34P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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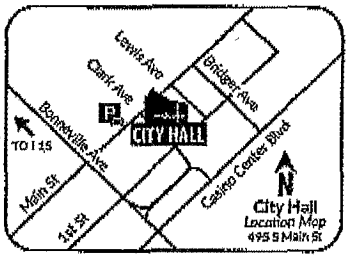

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833401021
RIDGES II PROPERTIES L L C
9008 GREENSBORO LN
LAS VEGAS NV 89134-0500

34p

Fax: 702.464.7499

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
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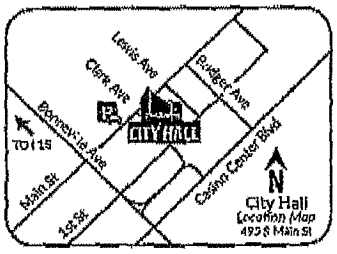

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1
Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833418055
LOWELL AMY LIVING TRUST
LOWELL AMY TRS
10651 SUFFOLK HILLS AVE
LAS VEGAS NV 89129-3246

I oppose this request. Our neighborhood DOES NOT NEED a massage parlor.

Amy Lowell - Owner
8324 W. Charleston Blvd. #2027
Las Vegas, NV 89117
702. 521

34p

Fax: 702.464.7499

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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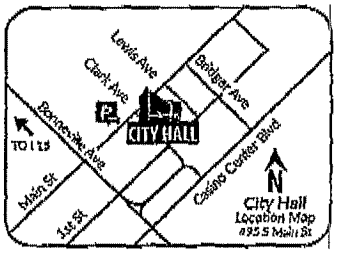
City of Las Vegas



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833418064
LOWELL COREL L FAMILY TRUST
LOWELL AMY LIVING TRUST
10651 SUFFOLK HILLS AVE
LAS VEGAS NV 89129

I oppose this request. Our neighborhood DOES NOT NEED a massage parlor.

Amy Lowell - Owner
8324 W. Charleston Blvd. #2022
Las Vegas, NV 89117
702.521.4435

34P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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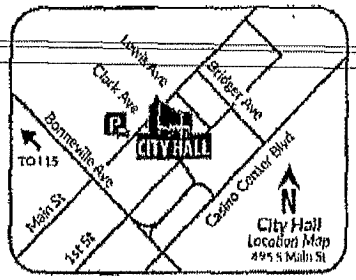

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833418009
SANTAMARIA CYNTHIA
CARLIN STEVEN L
4015 CHESTNUT DR W
UNIVERSITY PLACE WA 98466-1521

2 HRDFMP1 98466

34P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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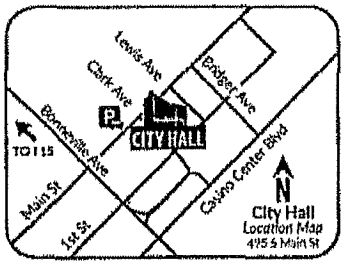

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0587-SUP1

Planning Commission Meeting of **11/09/2021**

21-0587-SUP1
13833418136
MARTIN JOHN A & ASSOC NV INC
4560 S DECATUR BLVD # 200
LAS VEGAS NV 89103

S1 HRDFNP1 89103

34P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
41

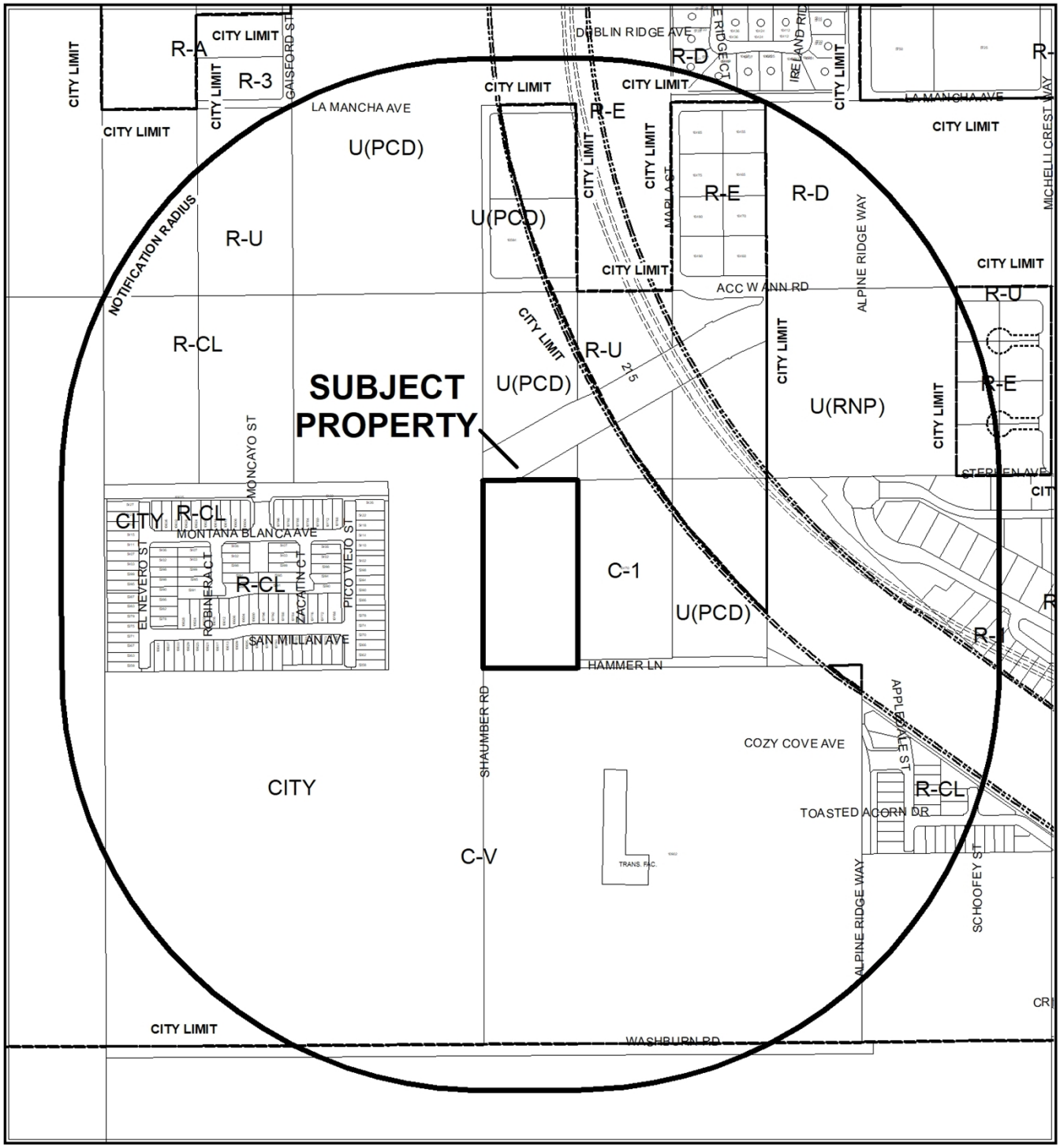
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0593 - PUBLIC HEARING - APPLICANT: AVISION DEVELOPMENT PARTNERS, LLC - OWNER: ANN ROAD I-215 INTERCHANGE, LLC - For possible action on the following Land Use Entitlement project requests on 5.00 acres at the northeast corner of Hammer Lane and Shaumber Road (APN 126-36-101-008), Ward 6 (Fiore). Staff recommends APPROVAL on 21-0593-ZON1 and 21-0593-VAC1. Staff recommends DENIAL on 21-0593-VAR1, 21-0593-VAR2 and 21-0593-TMP1. The Planning Commission (7-0 vote) recommends APPROVAL on the entire 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:
Staff recommends APPROVAL on 21-0593-ZON1 and 21-0593-VAC1. Staff recommends DENIAL on 21-0593-VAR1, 21-0593-VAR2 and 21-0593-TMP1.
The Planning Commission (7-0 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 21-0593-ZON1
3. Location and Aerial Maps - 21-0593-VAC1
4. Conditions and Staff Report
5. Supporting Documentation
6. Photo(s)
7. Justification Letter
8. Protest Postcard
9. Submitted after Final Agenda - Protest Postcard
10. Backup Submitted for the November 9, 2021 Planning Commission Meeting



0 410 820 Feet

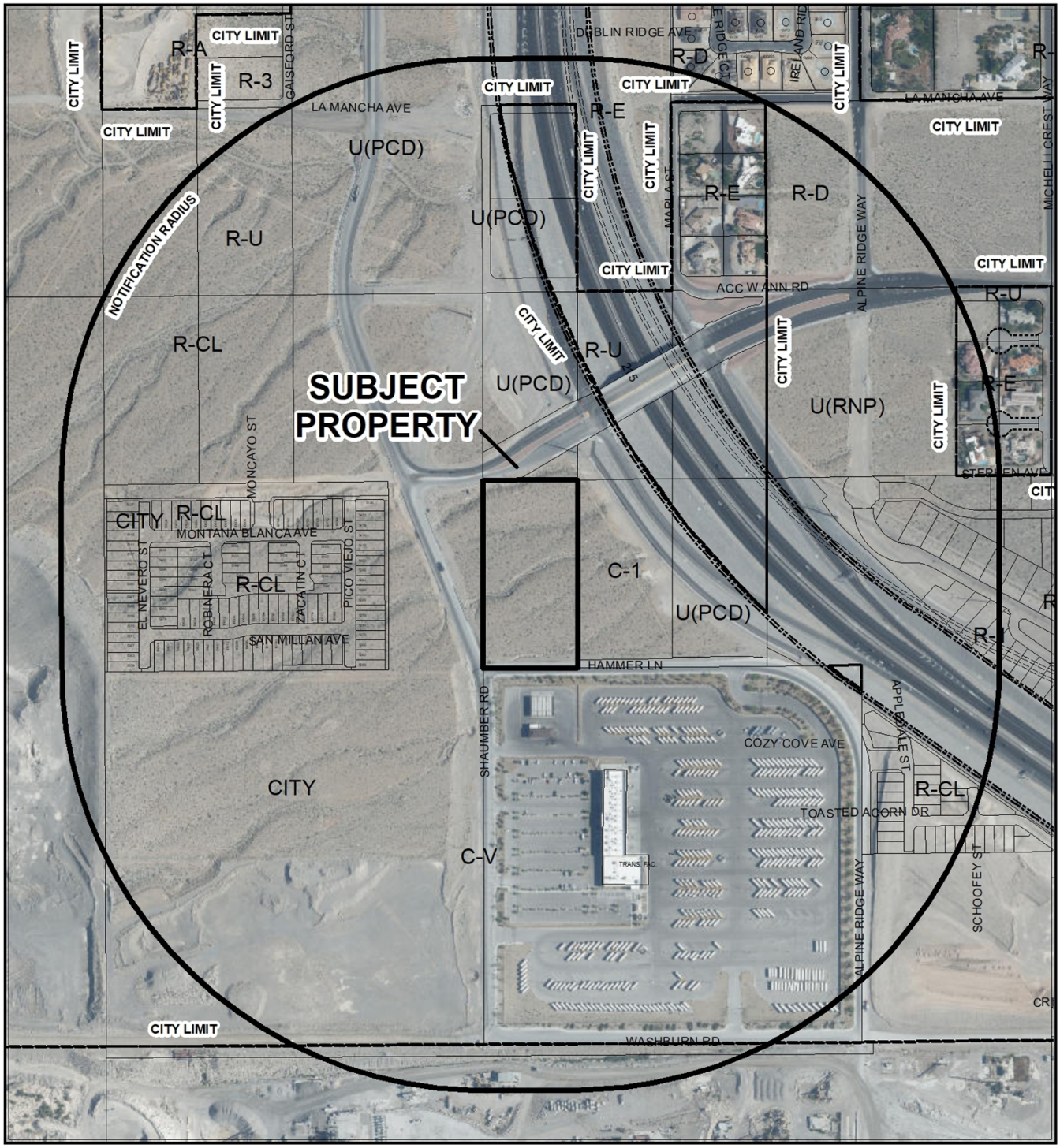
CASE: 21-0593

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED)
[NMXU (NEIGHBORHOOD MIXED-USE CENTER)

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY - ATTACHED)

N



0 410 820 Feet

CASE: **21-0593**

RADIUS: 1000 FEET

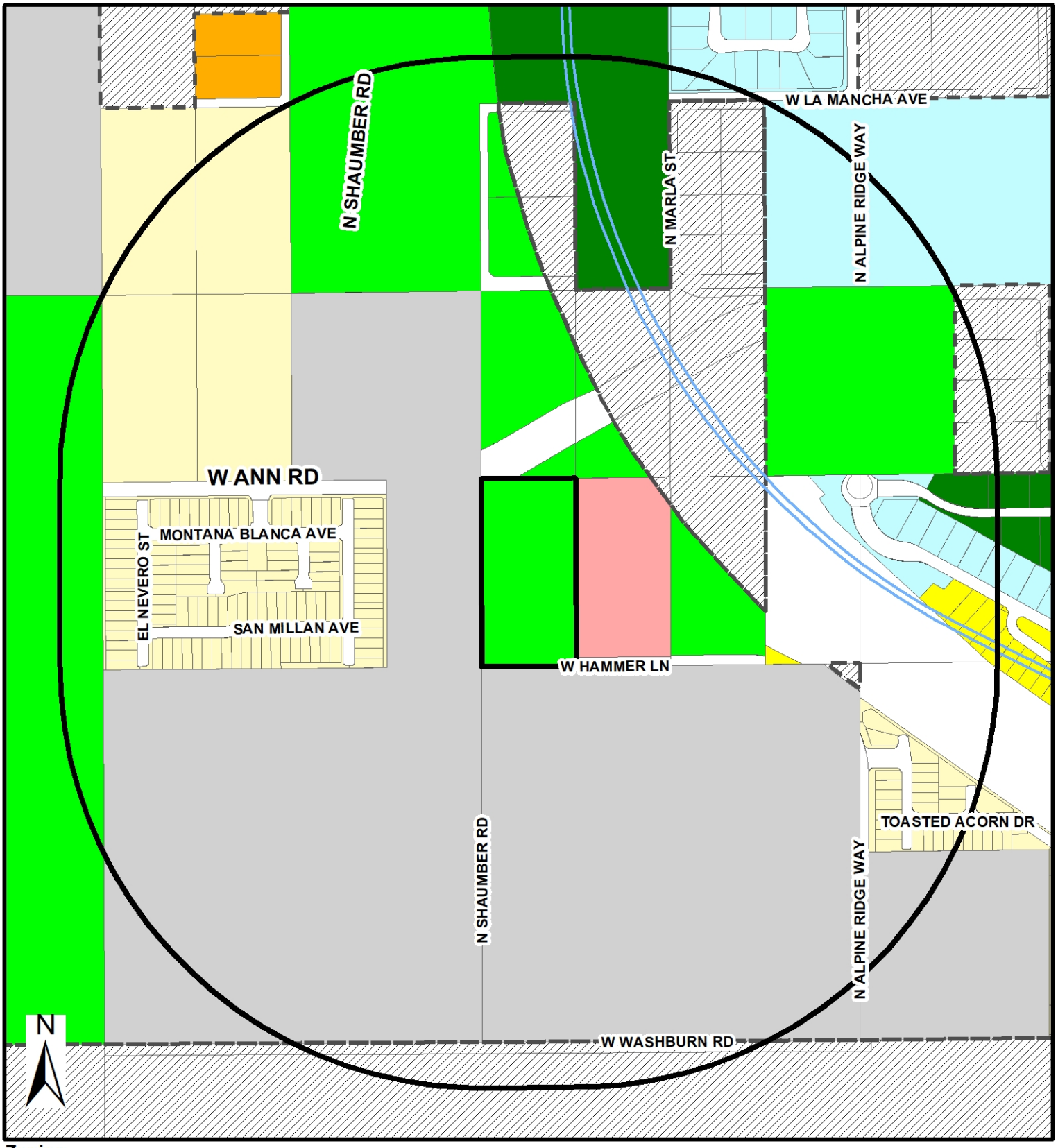
ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED)
[NMXU (NEIGHBORHOOD MIXED-USE CENTER)

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY - ATTACHED)

N

C

21-0593-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
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

From U TO R-TH

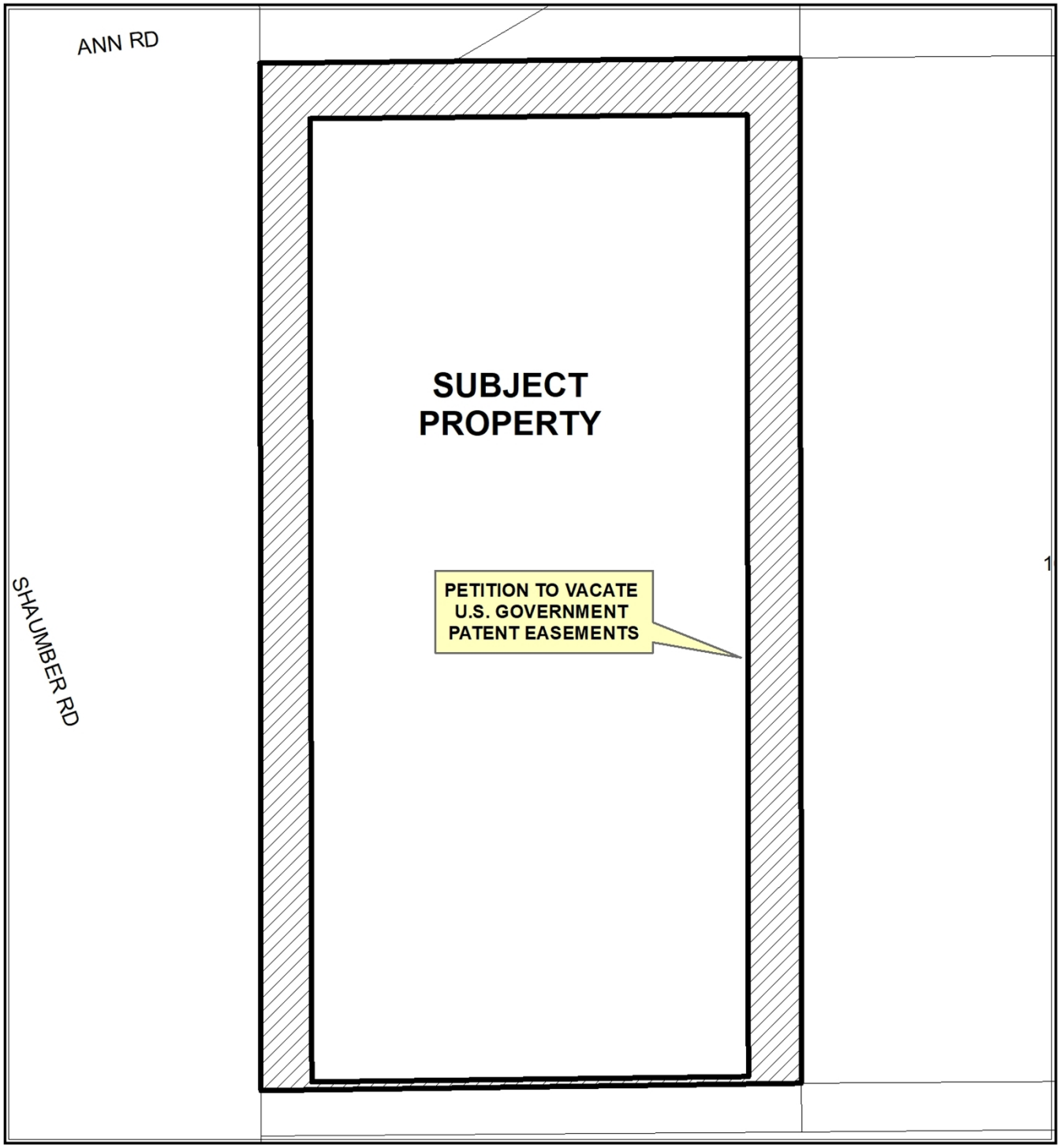
Subject Property

City Limits

Not City

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.
762-229-6301

Date: Thursday, September 23, 2021



CASE: 21-0593-VAC1

0 70 140
Feet

N



CASE: 21-0593-VAC1

0 70 140
Feet

N

C

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AVISION DEVELOPMENT PARTNERS, LLC - OWNER: ANN ROAD I-215 INTERCHANGE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0593-ZON1	Staff recommends APPROVAL.	
21-0593-VAR1	Staff recommends DENIAL, if approved subject to conditions:	21-0593-ZON1
21-0593-VAR2	Staff recommends DENIAL, if approved subject to conditions:	21-0593-ZON1 21-0593-VAR1
21-0593-VAC1	Staff recommends APPROVAL, subject to conditions:	
21-0593-TMP1	Staff recommends DENIAL, if approved subject to conditions:	21-0593-ZON1 21-0593-VAR1 21-0593-VAR2 21-0593-VAC1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

NOTICES MAILED 217 – 21-0593-ZON1, VAR1, VAR2, TMP1 (By City Clerk)
5 – 21-0593-VAC1 (By City Clerk)

PROTESTS 1

APPROVALS 0

SS

** CONDITIONS **

21-0593-VAR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0593-ZON1) and approval of and conformance to the Conditions of Approval for a Variance (21-0593-VAR2), Petition to Vacate (21-0593-VAC1) and Tentative Map (21-0593-TMP1) shall be required, if approved.

2. This approval shall be void four (4) 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.

21-0593-VAR2 CONDITIONS

Planning

1. Approval of Rezoning (21-0593-ZON1) and approval of and conformance to the Conditions of Approval for a Variance (21-0593-VAR1), Petition to Vacate (21-0593-VAC1) and Tentative Map (21-0593-TMP1) shall be required, if approved.

2. This approval shall be void four (4) 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.

21-0593-VAC1 CONDITIONS

1. The limits of this Petition of Vacation shall be the 33-foot U.S. Government Patent Easements located along the western and eastern boundaries, excepting the southern 33 feet, the northern 33-foot boundary, and the three-foot U.S. Government Patent Easement located along the southern boundary of Assessor Parcel Number 126-36-101-008, excluding the portions that are required for dedication.

2. This Order of Relinquishment shall record concurrent with any mapping action or recording of rights-of-way or easements.

3. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Relinquishment of Interest for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. The drainage study required by 21-0593-TMP1 may be used to satisfy this requirement provided that it addresses the area to be vacated.

4. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

5. All development shall be in conformance with code requirements and design standards of all City Departments.

6. The Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

7. If the Order of Relinquishment of Interest is not recorded within four (4) years 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.

21-0593-TMP1 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of Rezoning (21-0593-ZON1) and approval of and conformance to the Conditions of Approval for Variances (21-0593-VAR1 and 21-0593-VAR2) and Petition to Vacate (21-0593-VAC1) shall be required, if approved.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

4. 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.

5. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

6. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

7. Prior to and concurrent with the recordation of a Final Map for this site, a Petition of Vacation, such as 21-0593-VAC1, shall be recorded to eliminate the patent easements in conflict with this proposed site.

8. Dedicate 30 feet of right-of-way adjacent to this site for Hammer Lane and appropriate rights-of-way for Ann Road and Shaumber Road, including a 25-foot radius at the northeast corner of Shaumber Road and Hammer Lane, on the Final Map for this site.

9. The onsite streets shall be designated as a common lot and shall be labeled as a private street, Public Utility Easement (P.U.E.), Public Sewer Easement and Public Drainage Easement to be privately maintained by the Homeowners' Association on the Final Map for this site.

10. Concurrent with development, construct half-street improvements meeting current City Standards on Ann Road, Hammer Lane, and Shaumber Road with appropriate overpaving and transition paving. Temporary asphalt paving on Ann Road shall be constructed east and west of this site to reduce the sawtooth effect.

11. Coordinate construction of this project with the “Ann Road and 215 Off-Site Sewer Project (L19-01786)”. Connect to the 10-inch public sewer main being constructed adjacent to the northern boundary of this site.

12. Provide a minimum 20-foot Public Sewer Easement over the proposed sewer main through Common Element 'A'. No structures, trees, or landscaping taller than three feet shall be allowed within Public Sewer Easements. The pool and related equipment shall be constructed so as to not interfere with the proposed sewer path to allow access for sewer maintenance vehicles.

13. Landscape and maintain all unimproved rights-of-way, if any, adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. Submit a License Agreement for landscaping and private improvements in the Hammer Lane, Shaumber Road, and Ann Road public rights-of-way, if any, adjacent to this site 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 encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term 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. A minimum two lanes of asphalt pavement on all public streets providing the main access to the site and a working sanitary sewer connection shall be provided prior to a final inspection of any dwelling units within this Tentative Map.

16. Prior to the submittal of construction drawings, a Pedestrian Circulation/Access Plan must be submitted to and approved by the Department of Public Works to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks.

17. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all 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.

18. As per Unified Development Code (UDC) 19.16.060.G, all requirements must be complied with or such future compliance must be guaranteed by an approved performance security method in accordance with UDC Sections 19.02.130.

19. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting to develop a 63-lot, gated single-family attached residential subdivision on five acres of undeveloped land at the northeast corner of corner of Hammer Lane and Shaumber Road.

ISSUES

- Rezoning from U (Undeveloped) [NMXU (Neighborhood Mixed Use Center) General Plan Designation] to R-TH (Single Family Attached) is requested to accommodate the requested townhome development. Staff recommends approval.
- A Variance is requested to allow nonstandard private streets behind a gate, stub street terminations where culs-de-sac or hammerheads are required and a Connectivity Ratio of 1.00 where 1.30 is required. Staff recommends denial.
- A Variance is requested to allow 10-foot tall perimeter retaining walls where six feet is the maximum allowed and an overall perimeter wall height of 16 feet where 12 feet is the maximum allowed. Staff recommends denial.
- A Petition to Vacate U.S. Government Patent Easements in conflict with the proposed development accompanies this request. Staff recommends approval.

ANALYSIS

The existing U (Undeveloped) zoning district is a temporary holding classification with a low density that is used to prevent haphazard development until property is ready for more intense, permanent uses. The site lies west of the Clark County 215 Beltway on land adjacent to a newly constructed Mini-Storage Facility zoned C-1 (Limited Commercial) and north of the Clark County School District bus transit facility zoned C-V (Civic). Hammer Lane and Shaumber Road are both classified as collectors in the City's Master Plan of Streets and Highways, although Shaumber Road is only contiguous with the site at the southwest corner. The northwest corner of the site coincides with area required to improve the south side of Ann Road, which is classified as a 100-foot primary arterial. There is precedent for medium-low density residential development south of Ann Road, which staff supported in 2019.

On June 2, 2021 the City Council approved a General Plan Amendment adopting the Las Vegas 2050 Master Plan and amending the future land use designations of over 3,000 parcels to various regional and transit-oriented land uses. Parcels in the area, including the subject parcel, were amended to NMXU (Neighborhood Mixed Use Center). This designation is intended to feature moderate intensity, mixed use development suitable for bus rapid transit, rapid bus or fixed route transit corridors as well as moderate intensity village centers. Residential density is permitted up to 25 dwelling units per acre. At this time there are no specific transit oriented districts adopted that contain standards for development; therefore, single use residential districts such as the proposed R-TH (Single Family Attached) zoning district are permitted as long as the maximum density is not exceeded. The proposed development contains 63 single-family attached lots on five acres for a density of 12.6 dwelling units per acre, which is appropriate for this area and conforming to the NMXU General Plan category.

Lots are typically 21 feet wide and 76 feet long with access to 37-foot wide private streets with R-curbs. As a gated subdivision, Title 19.04.230 allows for 24, 28 or 33-foot private streets measured from flow line to flow line with either L-curbs or rolled curbs and a sidewalk on one side. In order to comply with the 33-foot section, streets would need to be designed with a sidewalk on one side with L-curbs for a total width of 37 feet, rolled curbs for a total width of 35 feet or R-curbs for a total of 36 feet. A Variance is therefore required for the provided 37-foot and 38-foot wide private streets with no sidewalks. In addition, Title 19.04 requires private streets to terminate in a standard cul-de-sac; stub terminations are instead proposed, which require vehicles to make a three-point turn to reverse direction. Finally, the subdivision is designed with a low Connectivity Ratio of 1.00 in which fewer options are available for vehicles or pedestrians to circulate around the development or connect to adjacent development. There is no physical site characteristic that hinders application of the private street standards in this instance. The hardship is considered self-imposed and staff recommends denial of the Variance (21-0593-VAR1) request.

Along the perimeter, Title 19.06.090 limits retaining walls to six feet and total retaining and screening height of 12 feet for natural slopes of greater than two percent across the site. The applicant has proposed 10-foot retaining walls along the west and east perimeter with wrought iron or screen walls on top for a total height of up to 16 feet. A Variance must be approved to allow these wall heights. Although the grade slopes down from west to east across this site, Title 19 allows for retaining walls to be stepped to mitigate the grade. As the hardship is self-imposed, staff recommends denial of this Variance (21-0593-VAR2 request).

Currently, there are U.S. Government Patent Easements and roadway and utility easements along the perimeter of this site that are in conflict with future development. The applicant has requested a Petition to Vacate these easements; the Order of Relinquishment of Interest must be recorded concurrent with recordation of a Final Map over the site. Staff has no objection to vacation of these easements.

The Single Family, Attached and Townhouse uses require two onsite parking spaces per dwelling unit proposed, as well as one guest parking space for every six dwelling units, with the guest spaces dispersed throughout the subdivision. In this case, two garage spaces will be provided for each lot, and 37 guest spaces will be available along the central north-south street to meet the Title 19 parking requirement.

Perimeter landscaping is required along the portions of the site that are adjacent to Ann Road and Shaumber Road. Although it is a master-planned street, Hammer Lane is classified as a Minor (60-foot) Collector on the Master Plan of Streets and Highways and therefore buffering is not required. However, the applicant has provided buffering on all sides of the development with trees typically spaced 20 feet on center where 30 feet intervals are required.

An amenity area is provided near the north property line that includes a swimming pool, spa and restroom facility. This area would be located within a common lot designated on the Tentative Map. The restroom facility is set back approximately seven feet from the property line, meeting the required building setback for structures in the R-TH zoning district. The applicant has indicated that despite the proposed stub streets, Republic Services will collect trash will be picked up from each residence.

Elevations and floor plans for townhomes were not submitted with this request. It is anticipated that there will be four to six townhome units attached along any one street segment. Each will be two stories in height and not exceed 29 feet in height. Elevations and floor plans will be subject to building permit review against R-TH development standards, with any deviations requiring a separate future variance.

The Clark County School District (CCSD) has commented on the impact future development might have on the three levels of schools in the area. CCSD projects that 24 additional primary and secondary school students would be generated by the proposed development on this site (assuming 63 single-family units). According to CCSD, Centennial High School was four percent over program capacity for the 2020-21 school year; Divich Elementary School was about three percent over capacity and Escobedo Middle School was under capacity.

For the reasons stated above, staff recommends approval of the Rezoning, denial of the requested variances and approval of the vacation. As the design of this subdivision does not meet several Title 19.04 requirements, staff also recommends denial of the requested Tentative Map, subject to conditions if approved.

FINDINGS (21-0593-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning to R-TH (Single Family Attached) conforms to the current NMXU (Neighborhood Mixed-Use Center) General Plan designation for this site. During this transitional period between the adoption of the Las Vegas 2050 Master Plan and adoption of specific compatible zoning districts for newly created General Plan categories, a zoning district with moderate residential density characteristics is deemed to be generally conforming with the NMXU designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The R-TH (Single Family Attached) zoning district will allow for single family attached dwellings, churches/houses of worship, Community Residences, child care facilities, schools and similar uses. These uses would be compatible with the approved Mini-Storage Facility on the property adjacent to the east zoned C-1 (Limited Commercial), the existing bus transit and maintenance facility to the south zoned C-V (Civic) and undeveloped property to the west and north designated U (Undeveloped).

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Land to the west and southeast of the site west of Clark County 215 has been rezoned and developed for medium-low to medium density residential uses, indicating the appropriateness for the proposed zoning in this area.

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.**

   Gated access to the site is planned from Hammer Lane, classified as a 60-foot Minor Collector street. The north side of Hammer Lane will need to be improved to its full extent and dedicated as public right-of-way. This roadway will be adequate in size to accommodate any proposed development in the R-TH zoning district.

FINDINGS (21-0593-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing private streets that fail to meet Title 19.04 standards regarding street width, sidewalks, street terminations and connectivity. Private streets with culs-de-sacs and sidewalks designed with a more connected street network would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (21-0593-VAR2)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing perimeter retaining and screening walls and fences that exceed the allowed heights in Title 19.06. Retaining walls that are stepped with intervening landscape areas would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (21-0593-VAC1)

Staff has no objection to vacation of U.S. Government Patent Easements on the perimeter of this site, as long as conditions of approval are met, including the exclusion of some areas for existing or future public rights-of-way.

FINDINGS (21-0593-TMP1)

The proposed Tentative Map conforms to Nevada Revised Statutes and Title 19 requirements for tentative maps. However, the design of this subdivision does not meet several Title 19.04 requirements, requiring a Variance that staff does not support. Therefore, staff also recommends denial of the requested Tentative Map, subject to conditions if approved.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/16/07	The City Council approved a Petition to Annex (ANX-10156) 245.90 acres generally located west of Clark County 215 and east of the Puli Road alignment. The Planning Commission recommended approval. The annexation became effective 06/08/07.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/20/20	The City Council approved a General Plan Amendment (GPA-77994) from PF (Public Facilities) to SC (Service Commercial) on 4.93 acres on the west side of Hammer Lane, approximately 340 feet east of Shaumber Road. The Planning Commission recommended approval; staff recommended denial. The original request was amended from General Commercial to Service Commercial.
	The City Council approved a Rezoning (ZON-77995) from C-V (Civic) to C-1 (Limited Commercial) on 4.93 acres on the west side of Hammer Lane, approximately 340 feet east of Shaumber Road. The Planning Commission recommended approval; staff recommended denial. The original request was amended from General Commercial to Limited Commercial.
06/02/21	The City Council approved a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 Master Plan and amend the General Plan of the City of Las Vegas from various categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2) or NMXU (Neighborhood Center Mixed Use), including the subject and adjacent properties. The Planning Commission and staff recommended approval.
07/21/21	The City Council adopted Ordinance #6788, thereby repealing the Las Vegas 2020 Master Plan and adopting the Las Vegas 2050 Master Plan.
11/09/21	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 5.00 acres at the northeast corner of Hammer Lane and Shaumber Road (APN 126-36-101-008), Ward 6 (Fiore). • 21-0593-ZON1 - REZONING - FROM: U (UNDEVELOPED) [NMXU (NEIGHBORHOOD MIXED-USE CENTER) GENERAL PLAN DESIGNATION] TO: R-TH (SINGLE FAMILY ATTACHED) • 21-0593-VAR1 - VARIANCE - TO ALLOW NONSTANDARD PRIVATE STREETS BEHIND A GATE, STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED AND A CONNECTIVITY RATIO OF 1.00 WHERE 1.30 IS REQUIRED • 21-0593-VAR2 - VARIANCE - TO ALLOW 10-FOOT PERIMETER RETAINING WALLS WHERE SIX FEET IS THE MAXIMUM ALLOWED AND AN OVERALL PERIMETER WALL HEIGHT OF 16 FEET WHERE 12 FEET IS ALLOWED • 21-0593-VAC1 - VACATION - PETITION TO VACATE U.S. GOVERNMENT PATENT EASEMENTS • 21-0593-TMP1 - TENTATIVE MAP - THRIVE TOWNHOMES - FOR A 63-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
03/29/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
09/15/21	A pre-application meeting was held with the applicant to discuss submittal requirements for entitlements related to a proposed residential development. The applicant revised the project to be a single family attached subdivision with private streets that will require rezoning.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/21	The site is undeveloped with native vegetation and free of trash and debris. A mini-storage facility is under construction on land to the east.

Details of Application Request	
Site Area	
Gross Acres	5.00

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	NMXU (Neighborhood Mixed Use Center)	U (Undeveloped)
North	Undeveloped	NMXU (Neighborhood Mixed Use Center)	U (Undeveloped)
South	Rail/Transit Yard or Shop [CCSD Bus Yard]	PF (Public Facilities)	C-V (Civic)
East	Mini-Storage Facility (under construction)	NMXU (Neighborhood Mixed Use Center)	C-1 (Limited Commercial)
West	Undeveloped	NMXU (Neighborhood Mixed Use Center)	C-V (Civic)

Master and Neighborhood Plan Areas	***Compliance***
Las Vegas 2050 Master Plan Area: La Madre Foothills	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	1,600 SF	1,607 SF	Y
Min. Lot Width	20 Feet	21 Feet	Y
Min. Setbacks			
• Front	10 Feet	N/A	By Permit
• Side	N/A	0 Feet	Y
• Corner	10 Feet	N/A	By Permit
• Rear	5 Feet	N/A	By Permit
Max. Lot Coverage	95 %	N/A	By Permit
Max. Building Height	3 Stories/45 Feet	29 Feet	By Permit

Existing Zoning	***Permitted Density***	***Units Allowed***
U (Undeveloped)	2.17 du/ac	10
Proposed Zoning	***Permitted Density****	***Units Allowed****
R-TH (Single Family Attached)	25.00 du/ac	125
Existing General Plan	***Permitted Density***	***Units Allowed***
NMXU	25.00 du/ac	125
Proposed General Plan	***Permitted Density***	***Units Allowed***
N/A	N/A	N/A

*Permitted density within zoning districts is limited by the maximum density allowed within the current General Plan land use category.

SS

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	10 Trees	17 Trees	Y
• South	1 Tree / 30 Linear Feet	6 Trees	8 Trees	Y
• East	1 Tree / 30 Linear Feet	20 Trees	30 Trees	Y
• West	1 Tree / 30 Linear Feet	19 Trees	28 Trees	Y
TOTAL PERIMETER TREES		**55 Trees**	**83 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	6 Trees	6 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width:				
• North	6 Feet		6 Feet	Y
• South	0 Feet		6 Feet	Y
• East	0 Feet		6 Feet	Y
• West	6 Feet adjacent to Shaumber Rd, otherwise 0 feet		6 Feet	Y
Perimeter Wall Height	Max 6 to 8-foot perimeter screen wall Max 6-foot retaining wall Max 12 feet total height		10’ retaining, up to 16’ total along east and west PL	N

SS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Ann Rd	Primary Arterial	Master Plan of Streets and Highways Map	63	N
Shaumber Rd	Major Collector	Master Plan of Streets and Highways Map	55	N
Hammer Ln	Minor Collector	Master Plan of Streets and Highways Map/ Title 13	45	N

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		9	
Intersection – Internal			3
Cul-de-sac Terminus			0
Intersection – External Street or Stub Terminus			6
Intersection – Stub Terminus with Temporary Turnaround Easements			0
Non-Vehicular Path - Unrestricted		0	
Total		**9**	**9**
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.00**	

SS

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 Attached (Townhouse)	63 units	2 spaces per unit	126				
Guest spaces	63 units	1 guest space per 6 units spread throughout the develop-ment	11				
TOTAL SPACES REQUIRED			137		153*		Y
Regular and Handicap Spaces Required			136	1	151	2	Y

*Includes 27 guest spaces along the central street.

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) ZC, TM, VAC, and VAR for Townhome Development

Project Address (Location) Hammer and Shaumber

Project Name Thrive Townhomes **Proposed Use** Residential Townhomes

Assessor's Parcel #(s) 126-36-101-008 **Ward #** 6

General Plan: Existing PCD Proposed M **Zoning:** Existing U/PCD Proposed R-3

Additional Information Amendment to the master plan, zone change and site development plan review for residential townhome project

Property Owner Ann Road I-215 Interchange, 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 Avision Development Partners, LLC Contact Brock Metzka

Address 8475 S. Eastern Ave., Suite 105 City Las Vegas State NV Zip 89123

E-mail bmetzka@yahoo.com Phone 702-665-6989

Representative Kaempfer Crowell Contact Bob Gronauer

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail RJG@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Thomas J. DeVore, Manager

Subscribed and sworn before me

This 11th day of June, 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

21-0598 06/16/2021

APN: 126-36-101-008

Patent Easement Vacation

SMITH & Associates LAND SURVEYING, LLC

EXHIBIT A

Explanation

A vacation of the Patent Easement along the boundaries of Assessor's Parcel Number 126-36-101-008, generally located Southeast of the intersection of Ann Road and Schaumber Road.

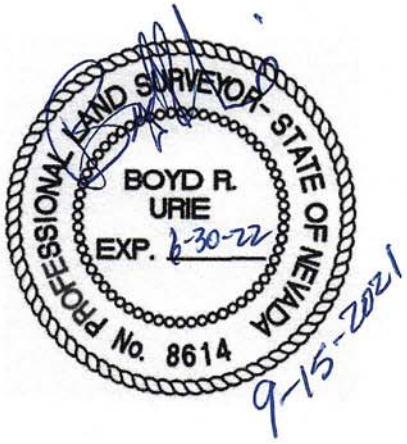
Legal Description

Those certain easements for roadway and public utility purposes contained in the Patent from the United States of America, recorded April 13, 1973, in Book 318 as Instrument Number 277648, on file in the Office of the Clark County, Nevada, Recorder, described as follows:

The North, East, South and West Thirty-three (33) feet of the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 36, Township 19 South, Range 59 East, Mount Diablo Meridian, County of Clark, State of Nevada.

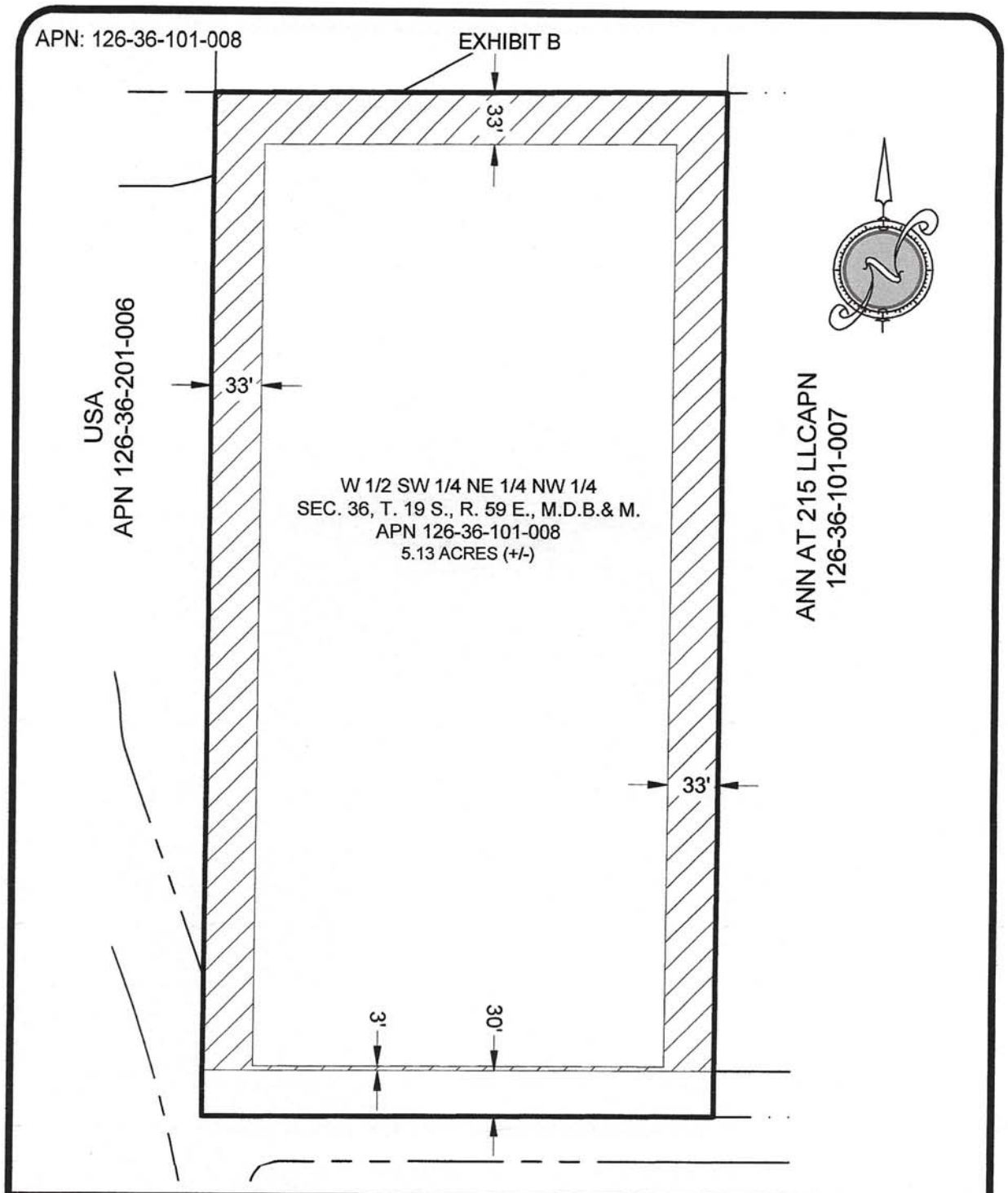
Excepting therefrom the South Thirty (30) feet of said South Thirty-three (33) feet.

End of Legal Description



Boyd R Urie, PLS
Professional Land Surveyor
Nevada License No. 8614

21-0593
09/16/2021



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(702) 724-2694
6725 S. EASTERN AVENUE, SUITE 7
LAS VEGAS, NEVADA 89119

CVL
PATENT EASEMENT VACATE
CVL012106

09-15-2021
BRU
1 OF 1

21-0593
09/16/2021



Site Data

JURISDICTION:	CITY OF LAS VEGAS
PARCELS #:	126-36-101-008
ZONING CLASSIFICATION: LAND USE:	UNDEVELOPED (U/PCD) - PROPOSED - R-TH RH-RESIDENTIAL HIGH
PARCEL AREA:	5.00 ACRES (217,800 S.F.)
FLOOR AREA RATION (F.A.R.):	0.365
DENSITY:	64 UNITS 12.8 UNITS PER ACRE
PROPOSED USE:	SINGLE FAMILY ATTACHED (TOWNHOMES)
BUILDING HEIGHT:	34'-0" FROM FINISH FLOOR
OPEN SPACE:	REQUIRED 100 S.F. PER UNIT OR 10,000 S.F. MIN 13,968 S.F. PROVIDED

Parking Analysis

MEDIUM DENSITY RESIDENTIAL

2 SPACES PER UNIT
+0.2 SPACE PER UNIT OF GUEST PARKING

64 UNITS = 128 GARAGE PARKING SPACES
64X0.2 = 13 VISITOR SPACES
= 141 REQUIRED

64 x (2 CAR GARAGES) +27 SPACES
= 155 PROVIDED
(2) ADA ACCESSIBLE SPACE PROVIDED

TOTAL PARKING STALLS PROVIDED

Vicinity Map



PLANTING LEGEND

Symbol	Common / Botanical Name	Size	Qty	Remarks
TREES:				
	Cercidium parkinsonian / Desert Museum Palo Verde	24" Box	40	Multi-Trunk
	Pinus eldarica / Mondell / Afghan Pine	24" Box	27	LANDSCAPE BUFFER PER 30.64.12
	Phoenix Dactylifera / Date Palm	Bare root	2	
SHRUBS:				
	Echinocactus grusonii / Golden Barrel Cactus	1 Gal.	73	-
	Yucca rigida / Blue Yucca	2 Gal.	45	-

LANDSCAPE MATERIALS:

Symbol	Description	Size	Qty	Remarks
	D.G. @ 2" depth in all planting areas unless noted on plan -Vista Gold	3/4"	38,639 SF	-

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. CONTRACTOR IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF TOTAL QUANTITY OF EACH SPECIES. SHOWING GENUS, SPECIES AND VARIETY, ETC.
4. SHRUBS TO BE INSTALLED TO COVER A MINIMUM OF 70% OF THE LANDSCAPE PLANTER AREA.
5. DECORATIVE GRANITE 3/4" SCREENED, COLOR "VISTA GOLD", 2" DEPTH TYPICAL IN ALL PLANTINGS BEDS. VERIFICATION OF THIS FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.
6. IT IS THE INTENT OF THIS DRAWING TO CREATE AN IMMEDIATE AESTHETIC APPEARANCE. THIS PROJECT MAY REQUIRE VEGETATION REMOVAL AND/OR THINNING OUT AT A FUTURE DATE.
7. ALL SPOT ELEVATIONS ARE FOR REFERENCE ONLY. REFER TO CIVIL PLANS FOR APPROVED ELEVATIONS.
8. CONTRACTOR TO PROVIDE A SWALE, A WIDTH OF 2' MINIMUM ADJACENT TO SIDEWALKS IN LANDSCAPE AREAS GREATER THAN 4' WIDE.
9. PLANT MATERIAL [illegible] VISIBILITY ZONES.
10. ANY TREE [illegible] REQUIRED [illegible] OR STREET, OR PUBLIC UTILITY EASEMENT ADJACENT TO A STREET [illegible] PLANTED [illegible] INSTALLED TO REDIRECT ROOT GROWTH AND SHALL INCORPORATE A DEEP [illegible]
11. ALL TREES TO BE [illegible] WITH (2) 3-[illegible] AROUND EACH LODGE POLE USING A TIE WIRE W/RUBBER TWIST. THE WIRE IS TO BE TWISTED TOGETHER A TOTAL OF [illegible] PLACE LODGE POLES PERPENDICULAR

21-0593
10/12/2021

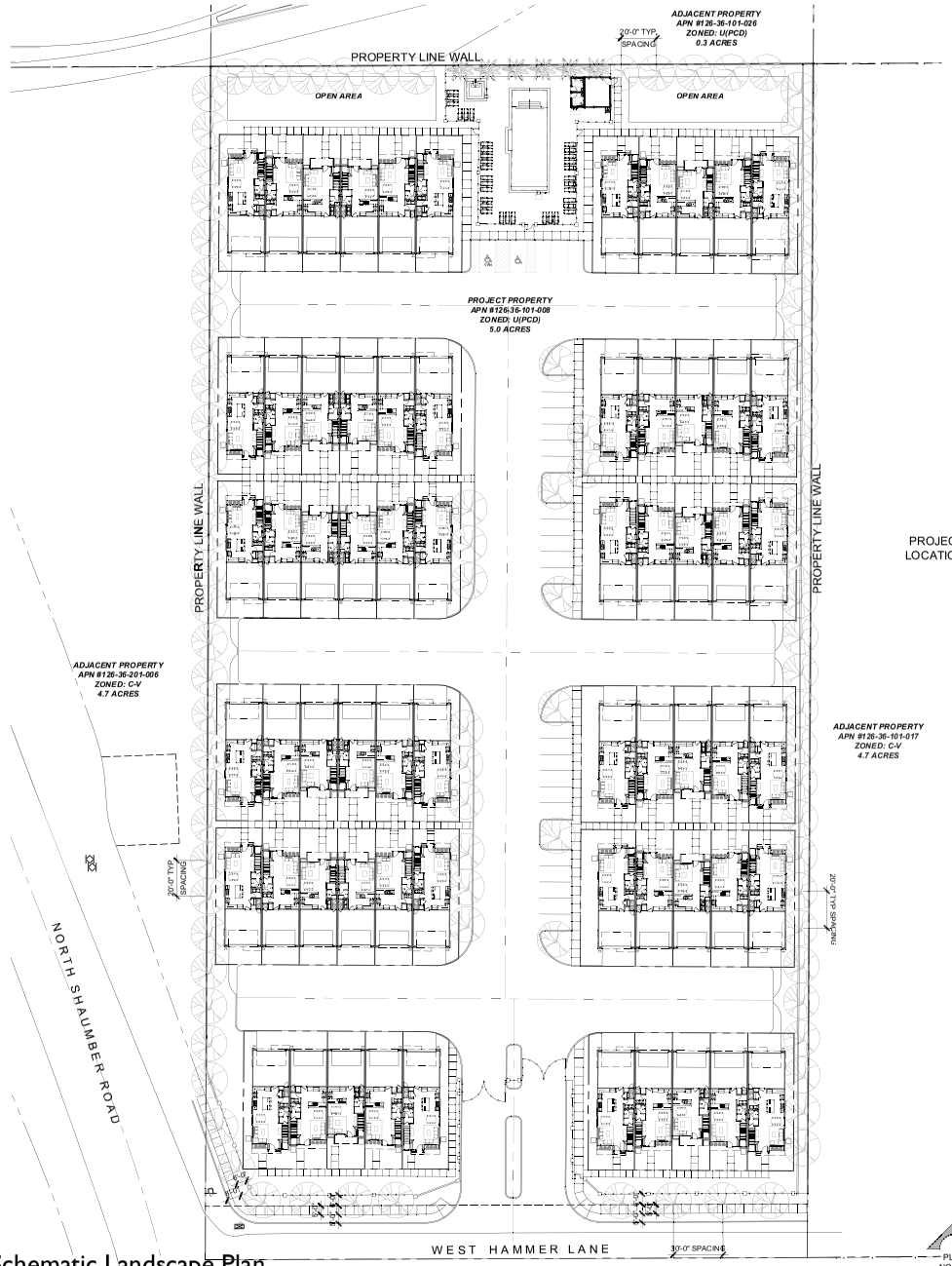
EDWARD HOMES

Thrive Townhomes @ Ann - Schematic Landscape Plan

NORTH EAST CORNER OF WEST HAMMER LAND & NORTH SHAUMBER ROAD
Las Vegas, Nevada 89166

Date: October 11, 2021
Scale: 1/32"=1'-0"

rad studio
ARCHITECTURE | INTERIORS | PLANNING
address: 707 Fremont St. Suite #1320
Las Vegas, NV 89101
contact email: ryan@RADstudiolv.com
phone: 702.340.6180



Site Data

JURISDICTION:	CITY OF LAS VEGAS
PARCELS #:	126-36-101-008
ZONING CLASSIFICATION: LAND USE:	UNDEVELOPED (U/PCD) - PROPOSED - R-TH RH-RESIDENTIAL HIGH
PARCEL AREA:	5.00 ACRES (217,800 S.F.)
FLOOR AREA RATION (F.A.R.):	0.38
DENSITY:	65 UNITS / 13.0 UNITS PER ACRE
PROPOSED USE:	SINGLE FAMILY ATTACHED (TOWNHOMES)
BUILDING HEIGHT:	34'-0" FROM FINISH FLOOR
OPEN SPACE:	REQUIRED 100 S.F. PER UNIT OR 10,000 S.F. MIN 17,600 S.F. PROVIDED

21-0393
09/15/2021

Parking Analysis

MEDIUM DENSITY RESIDENTIAL

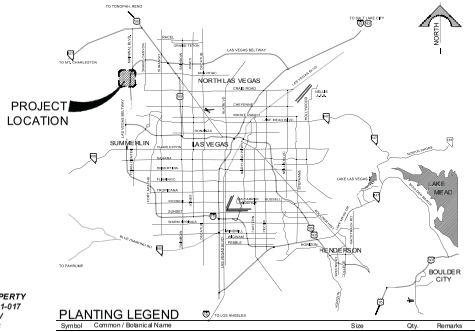
2 SPACES PER UNIT
+ .2 SPACE PER UNIT OF GUEST PARKING

65 UNITS = 130 GARAGE PARKING SPACES
65X0.2 = 13 VISITOR SPACES
= 143 REQUIRED

65 x (2 CAR GARAGES) +27 SPACES

TOTAL PARKING STALLS PROVIDED = 157 PROVIDED
(2) ADA ACCESSIBLE SPACE PROVIDED

Vicinity Map



PLANTING LEGEND

Symbol	Common / Botanical Name	Size	Qty.	Remarks
TREES:				
	Cercidium parkinsonian / Desert Museum Palo Verde	24" Box	40	Multi-Trunk
	Pinus eldarica / Mondell / Afghan Pine	24" Box	27	LANDSCAPE BUFFER PER 30.64-12
	Phoenix Dactylfera / Date Palm	Bare root	2	
SHRUBS:				
	Echinocactus grusonii / Golden Barrel Cactus	1 Gal.	73	-
	Yucca rigida / Blue Yucca	2 Gal.	45	-

LANDSCAPE MATERIALS:

Symbol	Description	Size	Qty.	Remarks
	D G @ 2" depth in all planting areas unless noted on plan -Vista Gold	3/4"	38,839 SF	-

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. CONTRACTOR IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF TOTAL QUANTITY OF EACH SPECIES. SHOWING GENUS, SPECIES AND VARIETY, ETC.
4. SHRUBS TO BE INSTALLED TO COVER A MINIMUM OF 70% OF THE LANDSCAPE PLANTER AREA.
5. DECORATIVE GRANITE 3/4" SCREENED, COLOR "VISTA GOLD", 2" DEPTH TYPICAL IN ALL PLANTINGS BEDS. VERIFICATION OF THIS FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.
6. IT IS THE INTENT OF THIS DRAWING TO CREATE AN IMMEDIATE AESTHETIC APPEARANCE. THIS PROJECT MAY REQUIRE VEGETATION REMOVAL AND/OR THINNING OUT AT A FUTURE DATE.
7. ALL SPOT ELEVATIONS ARE FOR REFERENCE ONLY. REFER TO CIVIL PLANS FOR APPROVED ELEVATIONS.
8. CONTRACTOR TO PROVIDE A SWALE, A WIDTH OF 2' MINIMUM ADJACENT TO SIDEWALKS IN LANDSCAPE AREAS GREATER THAN 4' WIDE.
9. PLANT MATERIAL AND HARDSCAPE NOT TO EXCEED 24" HEIGHT IN CORNER SITE VISIBILITY ZONES.
10. ANY TREE WITHIN 6 FEET OF A REQUIRED PERIMETER WALL, SIDEWALK, OR STREET, OR PUBLIC UTILITY EASEMENT ADJACENT TO A STREET SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO REDERICT ROOT GROWTH AND SHALL INCORPORATE A DEEP ROOT IRRIGATION SYSTEM.
11. ALL TREES TO BE STAKED WITH (2) 2-1/2" DIA. LODGE POLE STAKES USING A TEE WIRE W/RUBBLER TWIST. THE WERE IS TO BE TWISTED TOGETHER 4 TO 5 TIMES AROUND EACH LODGE POLE. PLACE LODGE POLES PERPENDICULAR

EDWARD HOMES

Thrive Townhomes @ Ann - Schematic Landscape Plan

NORTH EAST CORNER OF WEST HAMMER LAND & NORTH SHAUMBER ROAD
Las Vegas, Nevada 89166

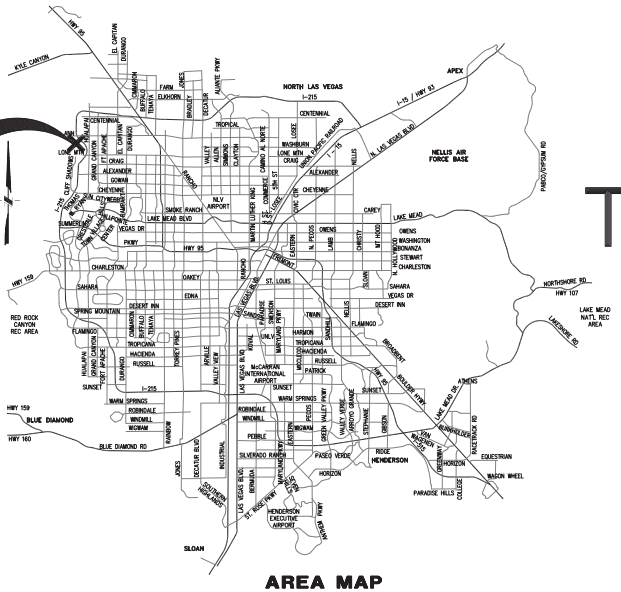
Date: September 8, 2021
Scale: 1/32"=1'-0"

rad studio
ARCHITECTURE | INTERIORS | PLANNING
address 707 Fremont St. Suite #3320
Las Vegas, NV 89101
contact email: Ryan@RADstudiolv.com
phone: 702.340.6180

TENTATIVE MAP
FOR
THRIVE TOWNHOMES

CITY OF LAS VEGAS, NEVADA

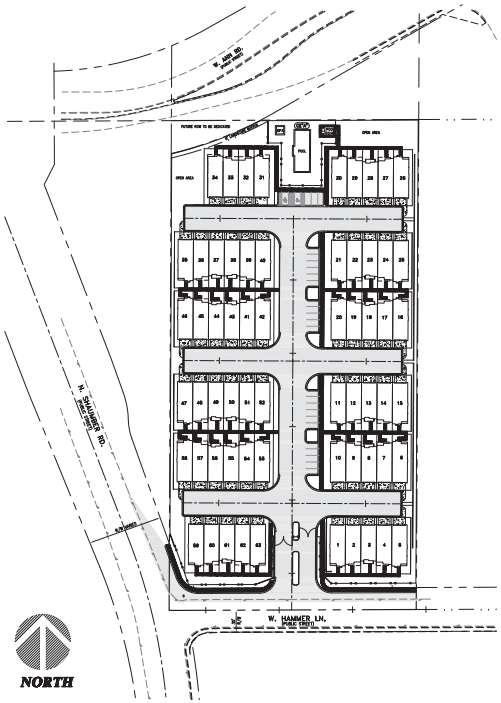
APN: 126-36-101-008



AREA MAP
N.T.S.

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- LOTLINE
- SETBACK LINE
- EASEMENT
- ADJACENT PROPERTY LINE
- EX. EDGE OF PAVEMENT
- PROP SIDEWALK
- A.C. PAVEMENT
- 1 — LOT NUMBER



SITE PLAN
N.T.S.

INDEX OF SHEETS

1. TM-1 COVER SHEET
2. TM-2 TENTATIVE MAP
3. TM-3 DETAILS/SECTIONS

SITE DATA

ZONING ____ U(PCD)
PROPOSED ZONING ____ R-TH
LAND USE ____ RH
GROSS AREA ____ 5.04± ACRES

TOTAL LOTS = 63
COMMON ELEMENTS = 1
TOTAL LOTS: 64
GROSS DENSITY = 12.28 DU/AC

SMALLEST LOT = 1,607 SF
LARGEST LOT = 2,359 SF
AVERAGE LOT = 1,739 SF

OPEN SPACE REQUIRED = 10,000 SF
OPEN SPACE PROVIDED = 17,328 SF

PARKING

REQUIRED:
63 TOWNHOME UNITS @ 2 SPACES PER UNIT + 0.2 VISITOR PER UNIT
2 x 63 + 0.2 = 126 + 13 ____ = 139 PARKING SPACES

PROVIDED:
126 + 31 (VISITOR) ____ = 157 PARKING SPACES
(INCL. 2 ADA ACCESSIBLE SPACES)

CONNECTIVITY RATION (C.R.)

PROVIDED:
NUMBER OF LINKS ____ = 9
NUMBER OF NODES ____ = 9
C.R. = LINKS/NODES ____ 9/9 = 1

REQUIRED:
PER 19.04.040, MINIMUM C.R. FOR
R-TH ZONING ____ = 1.3
VARIANCE REQUIRED

UTILITY DATA

POWER:	NV ENERGY
WATER:	LVVWD
SEWER:	CITY OF LAS VEGAS
GAS:	SOUTHWEST GAS CORPORATION
TELEPHONE:	CENTURY LINK
DISPOSAL:	REPUBLIC SERVICES

LEGAL DESCRIPTION

ISSUING OFFICE FILE NUMBER: 13895-2626359 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, AND DESCRIBED AS FOLLOWS: THE WEST HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.B.&M.

BASIS OF BEARING

NORTH 00°15'55" EAST, BEING THE WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 59 EAST, M.D.M., AS RECORDED IN BOOK 163 OF PLATS AT PAGE 53, OFFICIAL RECORDS OF CLARK COUNTY, NEVADA.

BENCHMARK

BENCHMARK: ID 1C9925 SSW6: FOUND RIVET AND SQUARE ALUMINUM PLATE IN THE NORTHEAST CORNER OF A CONCRETE BASE FOR A LARGE POWER POLE (#40-8) AT THE WEST END OF ANN ROAD.

ELEVATION: 880.347 METERS (NAVD 88) 2888.27 FEET.

21-0593
10/12/2021

OWNER/DEVELOPER

ANN ROAD I-215 INTERCHANGE, LLC
1635 VILLAGE CENTER CIR. #100
LAS VEGAS, NV. 89134

EDWARD HOMES, INC.
8475 EASTERN AVE. #105
LAS VEGAS, NV. 89123
CONTACT: BROCK METZKA PH: 702-830-0918

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OR 1-800-227-2600

FAST
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1-702-432-5300

City Council - Page 1149

NO.	REVISION	BY	DATE	APP.	DATE

DESIGNED BY: AM
DRAFTED BY: CWH-D
CHECKED BY: AM
PROJECT DATE: OCT 2021

THRIVE TOWNHOMES
APN 126-36-101-008
CITY OF LAS VEGAS NEVADA

TENTATIVE MAP
COVER SHEET

OWNER/DEVELOPER:
ANN ROAD I-215 INTERCHANGE, LLC
1635 VILLAGE CENTER CIR. #100
Las Vegas, NV. 89134

EDWARD HOMES, INC.
8475 Eastern Ave. #105
Las Vegas, NV. 89123
Contact: Brock Metzka Ph: 702-830-0918

SEAL
PROFESSIONAL ENGINEER — STATE OF NEVADA
MO ALAMDARI Mojahed
EXP. 12/31/2021
CIVIL
No. 019652
10/12/21

631 N. Stephanie St. #278
Henderson, NV. 89014
Tel: (702) 385-3642
NEVADA, INC.
ENGINEERING · PLANNING · LAND SURVEYING

SHEET
TM-1
1 OF 3

AGENCY DWG. NO.

LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- EASEMENT
- SETBACK
- ADJACENT PROPERTY LINE
- EX. EDGE OF PAVEMENT
- SAWCUT PAVEMENT
- FLOW LINE
- 6' CMU SCREEN WALL AS NOTED
- EX. BLOCK WALL
- EX. FENCELINE
- EX. CONTOUR (1' INTERVAL)
- EX. CONTOUR (5' INTERVAL)
- PROP. SEWER LINE
- PROP. SEWER MANHOLE
- PROP. CLEAN OUT
- PROP WATER LINE
- WATER LATERAL/METER
- EX. WATER LINE
- EX. SEWER LINE
- EX. SEWER MANHOLE
- EX. STORM DRAIN MANHOLE
- EX. OVERHEAD POWER LINE
- SIGHT VISIBILITY ZONE
- PROP A.C. PAVEMENT
- EX. FIRE HYDRANT
- PROP. FIRE HYDRANT
- 1 LOT NUMBER
- EX. STREET LIGHT
- EX. WATER VALVE
- EX. POWER POLE
- P.O.C. POINT OF CONNECTION TO EX. UTILITY
- WATER VALVE

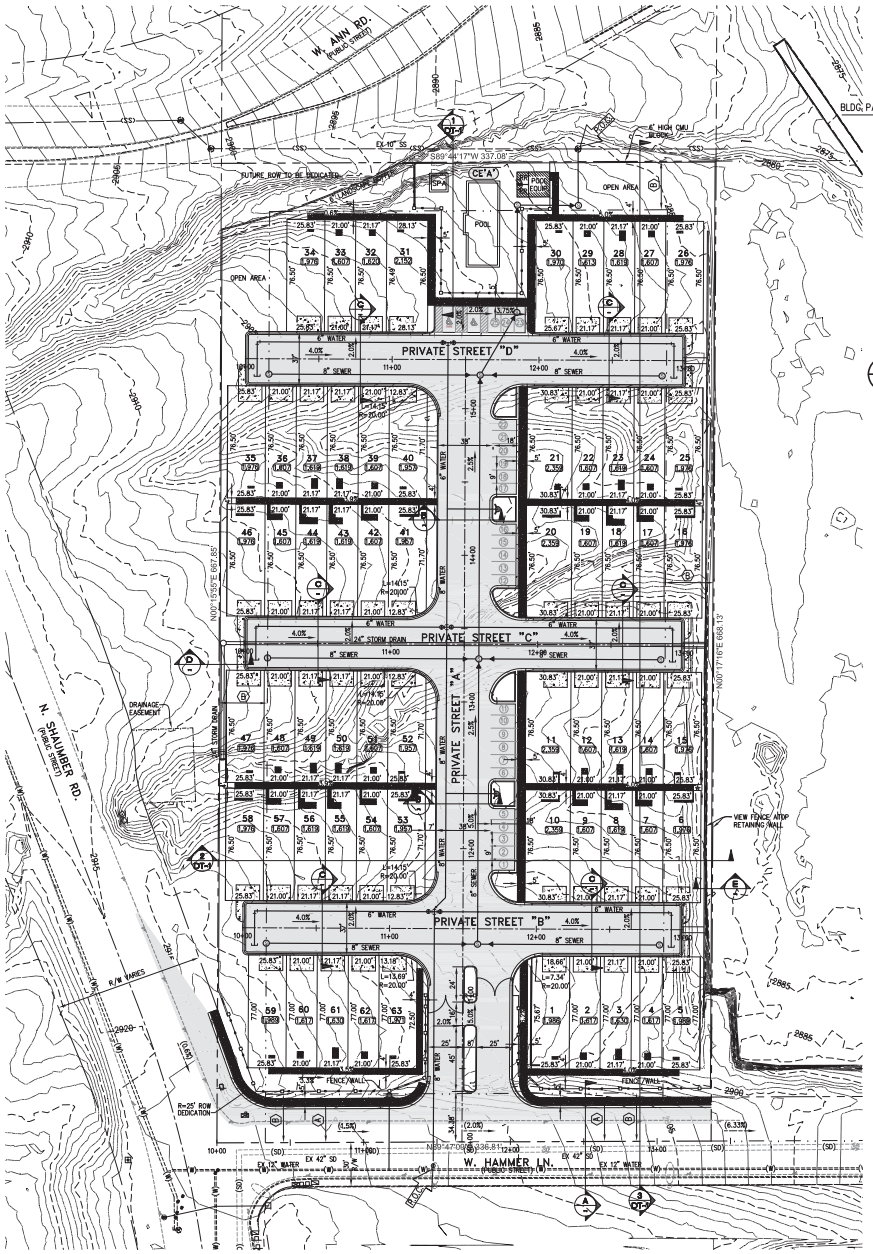
ABBREVIATIONS

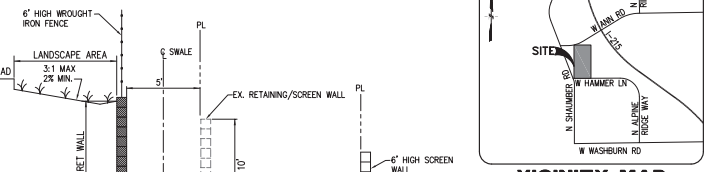
AC	ASPHALTIC CONCRETE
APN	ASSESSOR PARCEL NUMBER
BC	BACK OF CURB
BSW	BACK OF SIDEWALK
CL	CENTERLINE
CO	CLEAN OUT
EAC	EDGE OF ASPHALTIC CONCRETE
ELEC	ELECTRIC
ESMT	EASEMENT
EX	EXISTING
FH	FIRE HYDRANT
FG	FINISH GRADE
FL	FLOW LINE
FF	FINISH FLOOR
FFG	FINISH FLOOR GARAGE
FNC	FENCE
FOW	FACE OF WALL
FTG	FOOTING
G	GAS
GND	GROUND
HP	HIGH POINT
IMP	IMPROVEMENT
L	LENGTH
LS	LANDSCAPE
PL	PROPERTY LINE
PROP	PROPOSED
PUE	PUBLIC UTILITY EASEMENT
R	RADIUS
ROW	RIGHT OF WAY
SS	SANITARY SEWER
SW	SIDEWALK
T	TELEPHONE
WTR	WATER

EASEMENTS

(A) 30' PATENT EASEMENT PER INST. 20210311-0001963

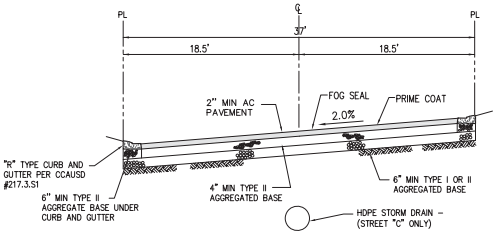
(B) 33' WIDE ROADWAY & UTILITY EASEMENT PER PATENT NO. 1187435 & OR:318:277648 TO BE VACATED.



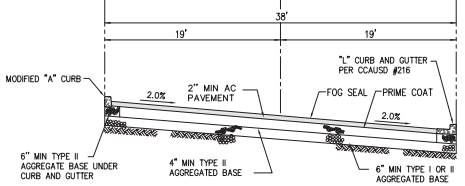


E — SECTION — N.T.S.

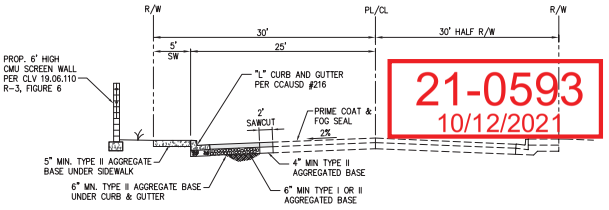
D — SECTION — N.T.S.



C — TYP. 37' ONSITE STREET SECTION — PRIVATE STREET — N.T.S.



B — TYP. 38' ONSITE STREET SECTION — PRIVATE STREET — N.T.S.



A — HAMMER LANE — PUBLIC STREET — N.T.S.

VICINITY MAP — N.T.S.

21-0593
10/12/2021

NORTH

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

ISSUED BY:	DATE:	APP. DATE:
AM		
DRAFT BY:		
CMH-D		
CHECKED BY:		
AM		
PROJECT DATE:		
OCT 2021		

NO.	REVISION	BY	DATE	APP. DATE

THRIVE TOWNHOMES
APN 126-36-101-008
CITY OF LAS VEGAS · NEVADA

TENTATIVE MAP

OWNER/DEVELOPER:
ANN ROAD I-215 INTERCHANGE, LLC
1635 VILLAGE CENTER CIR. #100
Las Vegas, NV. 89134

EDWARD HOMES, INC.
8475 Eastern Ave. #105
Las Vegas, NV. 89123
Contact: Brock Merlin Ph: 702-830-0918

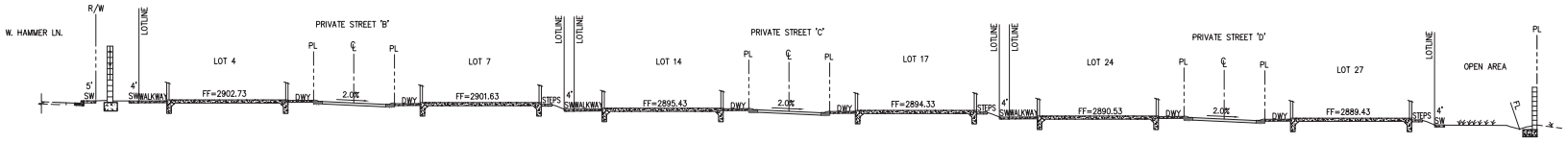
PROFESSIONAL ENGINEER - STATE OF NEVADA
No. ALEXANDER M. ASHWORTH
EXP. 12/31/2021
CIVIL
No. 019652
10/12/21

651 N. Stephanie St. #108
Henderson, NV. 89014
Tel: (702) 385-3642

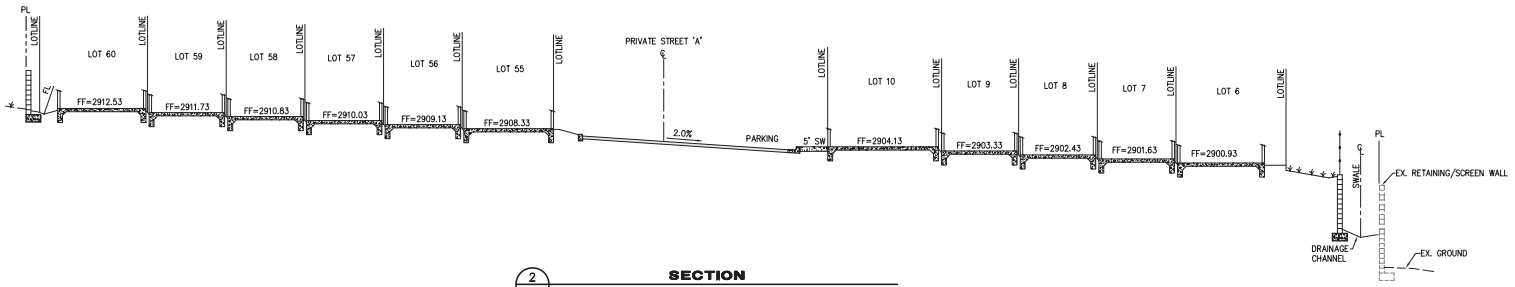
CFL NEVADA, INC.
ENGINEERING · PLANNING · LAND SURVEYING

SHEET
TM-2
2 OF 3

AGENCY DWG. NO.
-



3 SECTION
N.T.S.



2 SECTION
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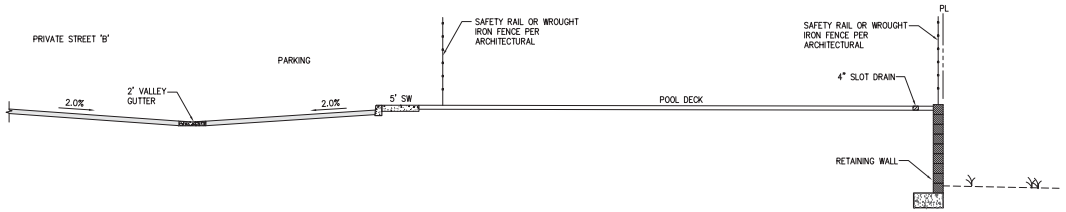

1 SECTION
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1-702-227-2929

21-0593
10/12/2021

DESIGNED BY: AM
DRAWN BY: CMH-D
CHECKED BY: AM
PROJECT DATE: OCT 2021

NO.	REVISION	BY	DATE	APP.	DATE

THRIVE TOWNHOMES
APN 126-36-101-008
CITY OF LAS VEGAS NEVADA

TENTATIVE MAP
SECTIONS

OWNER/DEVELOPER:
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PROFESSIONAL ENGINEER - STATE OF NEVADA
Mr. ARMANDO MONARREZ
EXP. 12/31/2021
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No. 019652
10/12/21

631 N. Stephanie St.
#518
Henderson, NV 89014
Tel: (702) 355-3842
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SHEET
DT-1
3 OF 3

AGENCY DWG. NO.



21-0593-ZON1, 21-0593-VAR1, 210-593-VAR1, 21-0593-VAC AND 21-0593-TMP1 - APPLICANT: AVISION DEVELOPMENT PARTNERS, LLC - OWNER: ANN ROAD I-215 INTERCHANGE, LLC
NORTHEAST CORNER OF HAMMER LANE AND SHAUMBER ROAD

09/30/2021



21-0593-ZON1, 21-0593-VAR1, 210-593-VAR1, 21-0593-VAC AND 21-0593-TMP1 - APPLICANT: AVISION DEVELOPMENT PARTNERS, LLC - OWNER: ANN ROAD I-215 INTERCHANGE, LLC
NORTHEAST CORNER OF HAMMER LANE AND SHAUMBER ROAD

09/30/2021

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

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rjg@kcnvlaw.com
702.792.7000

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RENO OFFICE
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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

September 16, 2021

CITY OF LAS VEGAS PLANNING AND ZONING
495 Main Street, 3rd Floor
Las Vegas, Nevada 89106

Re: Justification Letter – Zone Change, Tentative Map, Variances and Vacation
Avision Development Partners, LLC
APN: 126-36-101-008

To Whom It May Concern:

This firm represents Avision Development Partners, LLC, (the "Applicant") in the above referenced matter. The proposed project is located on approximately 5 acres on the northeast corner of Shaumber Road and Hammer Lane (the "Property"). The Property is more particularly described as Assessor's Parcel Number 126-36-101-008. The Property is zoned Undeveloped (U(PCD)) with a general plan of Neighborhood Mixed Use Center (NMX-U). The Applicant is requesting a zone change to R-TH and corresponding tentative map, variances and vacation of patent easements to allow for a 65 unit townhome development.

The Property is adjacent to an existing CCSD bus yard to the south, the Ann Road off ramp from the 215 Beltway to the east, vacant land and the 215 Beltway to the north, and a previously approved R-CL single family development to the west. The residential subdivision would include 65 units at a density of 12.87 units/acre. The plans show two-story 5 and 6-plex attached townhome units with a maximum height of 29-feet. There will be a gated access point along the southern property line on Hammer Lane. The project also includes a community pool and two large open space areas located at the north end of the development. There will be no trash enclosures within the development. Rather, trash will be collected from each individual unit by Republic Services.

The Property was recently amended to apply a new underlying general plan of NMX-U, via application 21-0029-GPA1, which allows for up to 25 units per acre. Here, the Applicant is requesting under 13 units/acre and therefore does not require a general plan amendment. The location of the Property is ideal for higher density residential development with the adjacent bus yard and close proximity to the Beltway. Additionally, the townhome development will act as an appropriate buffer between the Beltway and the single family detached development to the west.

21-0593
09/16/2021

The Applicant is also requesting variances to allow for private street design to allow for 37-foot private streets, stub streets, perimeter walls exceeding permitted height and connectivity ration of 1.0 where 1.3 is required. The above requests all internal to the development and will therefore not negatively impact the surrounding areas.

Finally, the Applicant is also requesting a vacation of the existing patent easements on the Site which are no longer needed for right of way dedication or utilities.

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

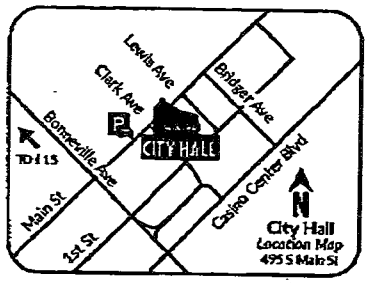
Bob Gronauer

21-0593
09/16/2021

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



Scan or go to:
www.lasvegasnevada.gov/meetings

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0593 and 21-0593-ZON1 and 21-0593-VAR1 and 21-0593-VAR2 and 21-0593-VAC1 and 21-0593-TMP1

City Council Meeting of **12/15/2021**

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Permit No. 1630

21-0593
12625401017
ORTEGA RAYMOND VINCENT & KIM
10480 ANN RD
LAS VEGAS NV 89149-1003

89 JRDFMP1 89149

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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U.S. Postage
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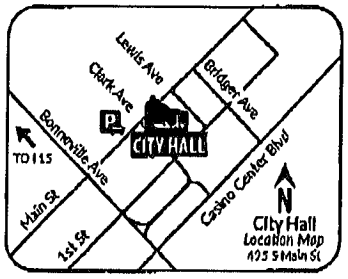
Permit No. 1630



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2021 DEC 14 P 12:25

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0593 and 21-0593-ZON1 and 21-0593-VAR1 and 21-0593-VAR2 and 21-0593-VAC1 and 21-0593-TMP1

City Council Meeting of **12/15/2021**

21-0593
12636110062
ERICKSON WILLIAM D & MARY J
WOODY ALAN J
5426 PICO VIEJO ST
LAS VEGAS NV 89166

35 JRDFNP1 89166

Submitted after fi[illegible]genda

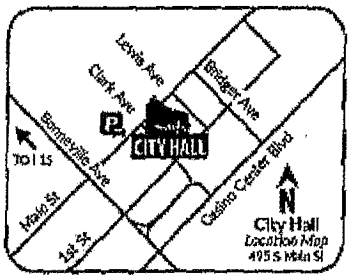
Date 12/14/2021 Item 41a-41e

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

Return Service Requested

Official Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED

NOV 08 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.

21-0593 and 21-0593-ZON1 and 21-0593-VAR1 and 21-0593-VAR2 and 21-0593-VAC1 and 21-0593-TMP1

Planning Commission Meeting of **11/09/2021**

21-0593
12625401017
ORTEGA RAYMOND VINCENT & KIM
10480 ANN RD
LAS VEGAS NV 89149-1003

Submitted after final agenda

36a-e P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
41a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0593-ZON1 - REZONING - FROM: U (UNDEVELOPED) [NMXU (NEIGHBORHOOD MIXED-USE CENTER) GENERAL PLAN DESIGNATION] TO: R-TH (SINGLE FAMILY ATTACHED)

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

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

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
41b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0593-VAR1 - VARIANCE - TO ALLOW NONSTANDARD PRIVATE STREETS BEHIND A GATE, STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED AND A CONNECTIVITY RATIO OF 1.00 WHERE 1.30 IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
41c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0593-VAR2 - VARIANCE - TO ALLOW 10-FOOT PERIMETER RETAINING WALLS WHERE SIX FEET IS THE MAXIMUM ALLOWED AND AN OVERALL PERIMETER WALL HEIGHT OF 16 FEET WHERE 12 FEET IS ALLOWED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
41d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0593-VAC1 - VACATION - PETITION TO VACATE U.S. GOVERNMENT PATENT EASEMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	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: December 15, 2021

Agenda Item No.:
41e

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0593-TMP1 - TENTATIVE MAP - THRIVE TOWNHOMES - FOR A 63-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
42

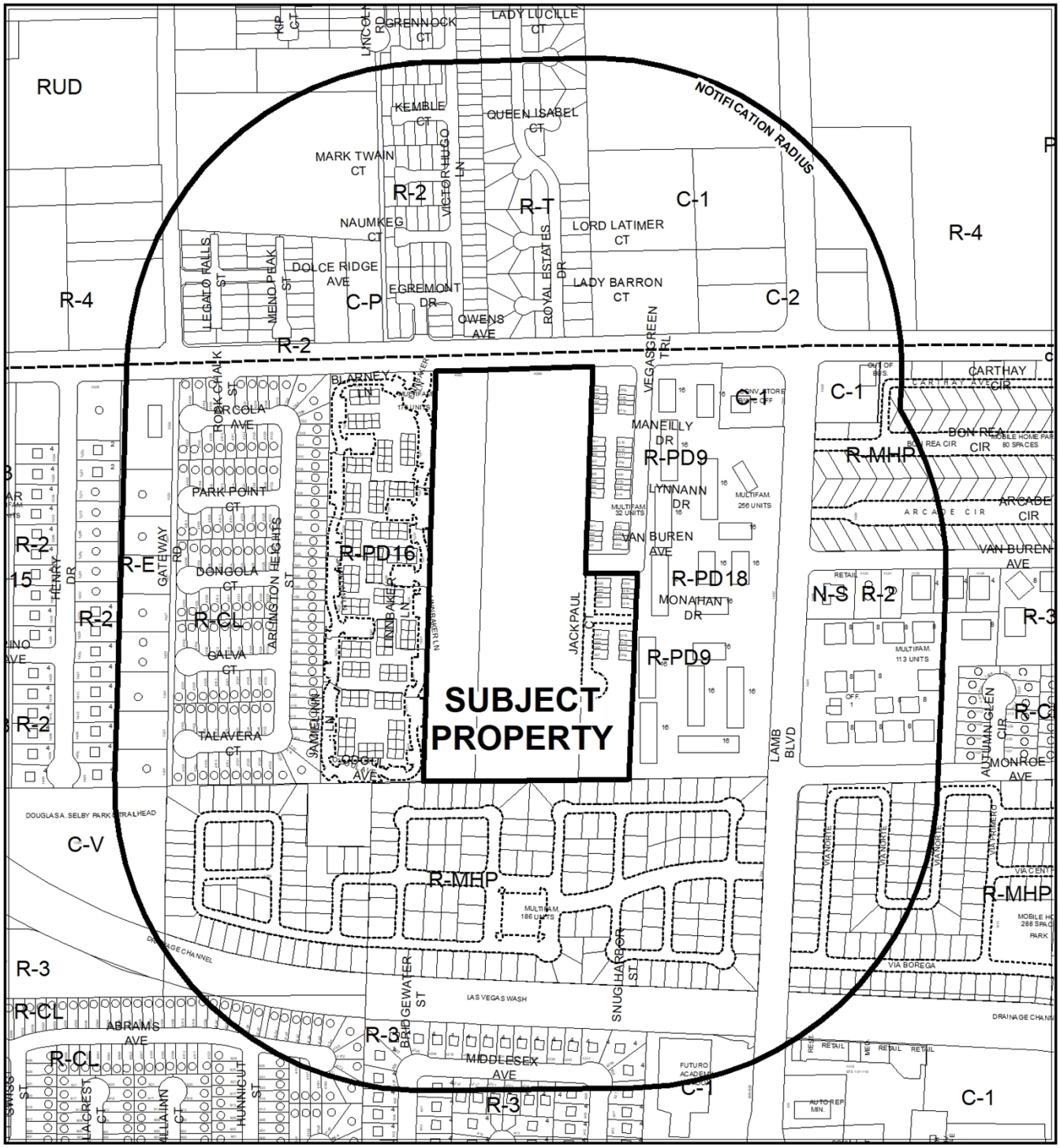
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0599 - PUBLIC HEARING - APPLICANT/OWNER: WLCL LENDING, LLC - For possible action on the following Land Use Entitlement project requests on 17.85 acres on the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APNs 140-30-503-001 and 002; and 140-30-520-017 through 033), Ward 3 (Diaz). Staff recommends APPROVAL on 21-0599-ZON1. Staff recommends DENIAL on 21-0599-VAR1 and 21-0599-TMP1. The Planning Commission (6-1 vote) recommends APPROVAL on the entire 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:
Staff recommends APPROVAL on 21-0599-ZON1. Staff recommends DENIAL on 21-0599-VAR1 and 21-0599-TMP1.
The Planning Commission (6-1 vote) recommends APPROVAL on the entire Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map - 21-0599-ZON1
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Comments from Clark County School District - 21-0599-TMP1
8. Submitted after Final Agenda - Protest Postcards
9. Backup Submitted for the November 9, 2021 Planning Commission Meeting

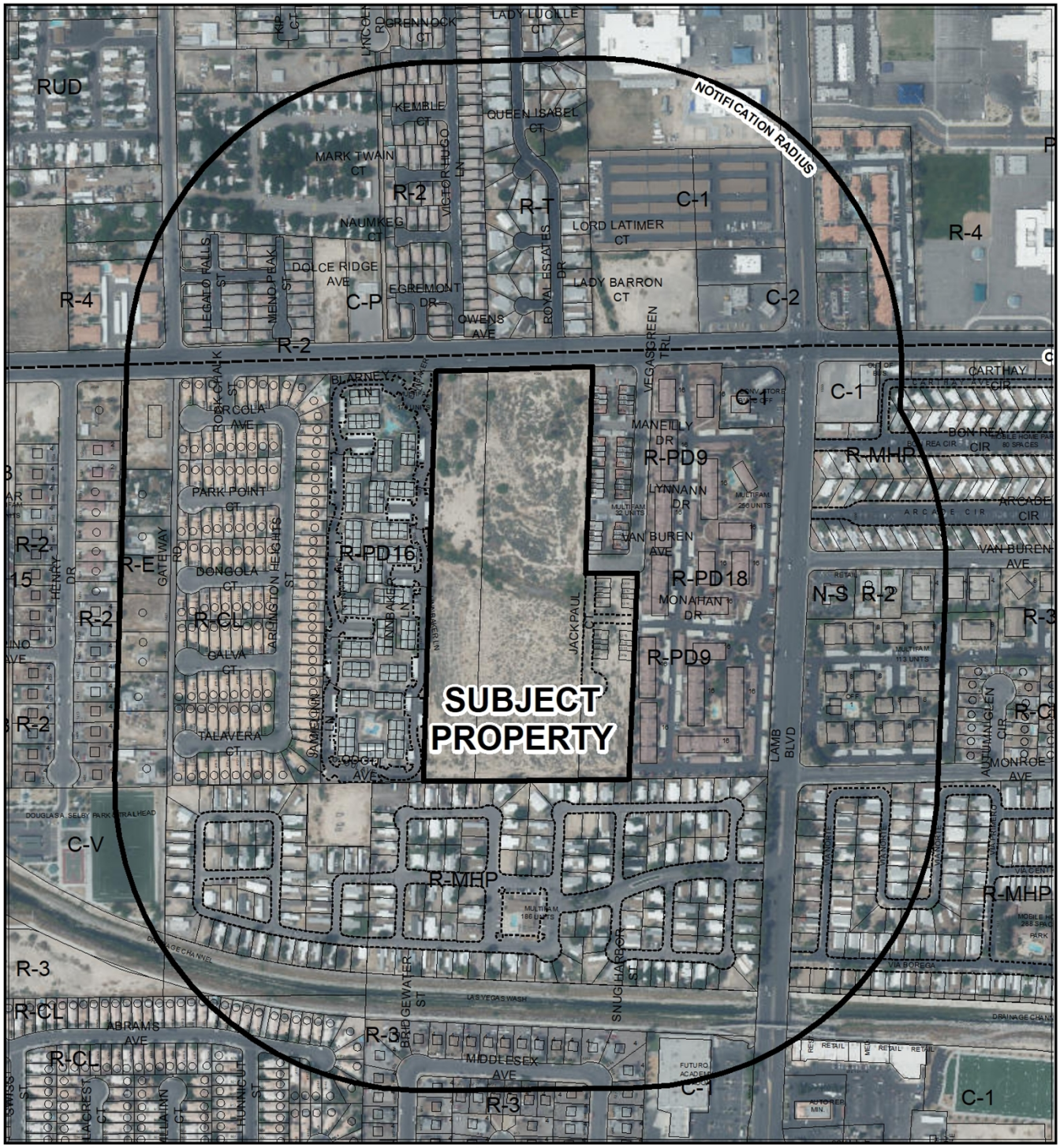


CASE: **21-0599**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) AND R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE)

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY ATTACHED)



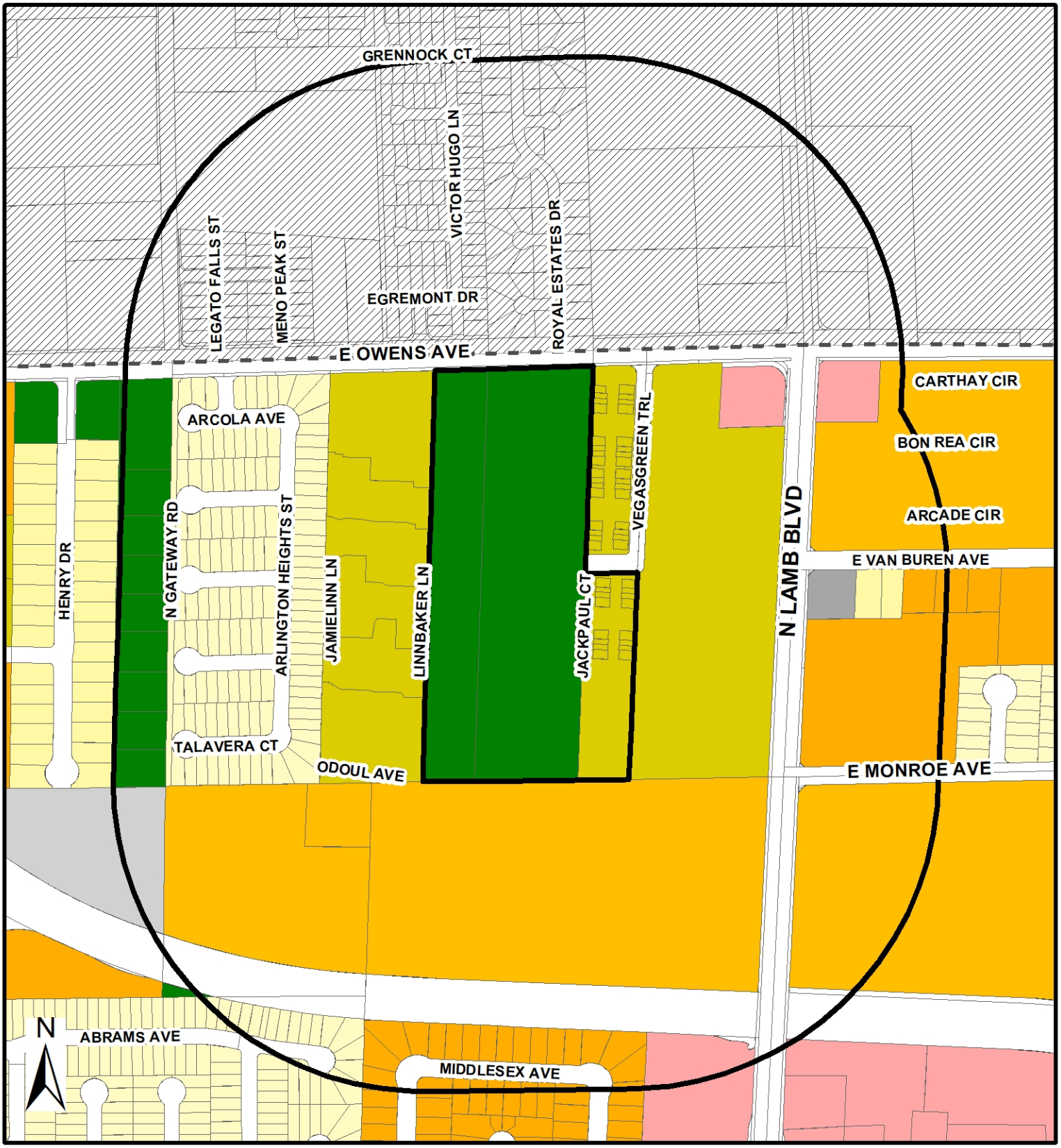
CASE: **21-0599**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) AND R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE)

PROPOSED ZONING OF SUBJECT PROPERTY: R-TH (SINGLE FAMILY ATTACHED)

21-0599-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
- T3-N - T3 Neigborhood
- T3-N--O - T3 Neigborhood Open
- T4-C - T4 Corridor
- T4-MS - Main Street
- T4-N - T4 Neighborhood
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UC - T6 Urban Core
- 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 AND R-PD9
To R-TH

Subject Property
City Limits
Not City

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.
762-229-6301

Date: Thursday, September 23, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 15, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: WLCL LENDING, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0599-ZON1	Staff recommends APPROVAL.	
21-0599-VAR1	Staff recommends DENIAL, if approved subject to conditions:	21-0599-ZON1
21-0599-TMP1	Staff recommends DENIAL, if approved subject to conditions:	21-0599-ZON1 21-0599-VAR1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 1,250 (By City Clerk)

PROTESTS 6

APPROVALS 0

SS

** CONDITIONS **

21-0599-VAR1 CONDITIONS

Planning

1. Approval of a Rezoning (21-0599-ZON1) and approval of and conformance to the Conditions of Approval for Tentative Map (21-0599-SUP1) shall be required, if approved.

2. This approval shall be void four 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.

21-0599-TMP1 CONDITIONS

Planning

1. Handicapped parking spaces shall be designed according to Title 19.08.110 requirements.

2. An Exception of Title 19.08.110 is hereby approved, to allow zero trees in the guest parking area where nine trees are required.

3. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

4. Approval of a Rezoning (21-0599-ZON1) and approval of and conformance to the Conditions of Approval for Variance (21-0599-VAR1) shall be required, if approved.

5. Street names must be provided in accordance with the City's Street Naming Regulations.

6. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

7. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

8. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

9. Concurrent with development, dedicate and construct the right turn lane/bus turn out on Owens Avenue and the appropriate cul-de-sac bulb for the termination of Van Buren Avenue.

10. Private streets shall be granted as "Public Sewer and Drainage Easements to be Privately Maintained" on the Final Map for this site. Public Sewer and Public Drainage Easements overlying Common Elements "G" and "E" shall be granted on the Final Map for this site. No structures, and no trees or vegetation taller than three feet shall be allowed within any Public Sewer Easements.

11. The sidewalk adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

12. A deviation from standards for streets without corner knuckles is hereby approved. No other deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first.

13. Concurrent with development, upsize the existing 8-inch public sewer line running through the southern portion of this site. The new size shall be determined per the engineer's analysis and coordination with the City of Las Vegas Public Works Sanitary Sewer Section.

14. Prior to final sewer inspection of sewer lines for this project, downstream sewer relief at the Lamb Boulevard and the Las Vegas Wash must be constructed and fully accepted by the Sanitary Sewer Section of the Department of Public Works.

15. All landscaping 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.

16. A working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required Improvements shall be constructed in accordance with Title19.02.130.

17. Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. A Pedestrian Circulation/Access Plan must be submitted to and approved by the Department of Public Works to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

18. 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.

19. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting a tentative map for a 222-lot single-family attached (townhome) subdivision on 17.85 acres of undeveloped land on the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard. The subdivision is planned to be gated with 35-foot wide private streets with a sidewalk on one side.

ISSUES

- Rezoning is requested from R-E (Residence Estates) and R-PD9 (Residential Planned Development – 9 Units per Acre) to accommodate the proposed townhome development. Staff recommends approval.
- A Variance is requested to allow stub street terminations where cul-de-sacs or hammerheads are required. Staff recommends denial.
- An Exception is requested to allow zero parking lot trees where Title 19.08 requires nine trees. Staff approves the Exception.

ANALYSIS

Although the site is undeveloped, a portion of the site is mapped for single family attached lots as part of a previously recorded subdivision (Vegas Green Townhouses). The lots on this portion, zoned R-PD9 (Residential Planned Development – 9 Units per Acre), were never improved. The remaining portion is zoned R-E (Residence Estates). Previous entitlements were approved for residential developments on this site, but these have expired. The most recent development request was for 222 single family attached dwellings in 2019, similar to the current project; however, this was withdrawn without prejudice at the applicant's request.

The General Plan designation for the site is MLA (Medium Low Density Residential), which allows up to 12.49 dwelling units per acre. The current proposal is for 12.44 dwelling units per acre in conformance with the General Plan. Rezoning to R-TH (Single Family Attached) is requested, which conforms to the MLA General Plan designation. Staff recommends approval of the Rezoning request, which is congruent with previous recommendations for rezoning of this site.

For this development, lots range from 25 to 32 feet in width and between 2,075 and 3,105 square feet in size. The Connectivity Ratio is 1.31, indicating an acceptable level of travel options are available to vehicles and pedestrians within the subdivision. Pedestrian gates are proposed at the Van Buren Avenue access and to Owens Avenue.

Primary access is from Owens Avenue (a 100-foot Primary Arterial). Secondary emergency access is provided to and from Van Buren Avenue, which terminates in a cul-de-sac to the east of this site.

Several streets terminate in either a dead end stub or a hammerhead. Pursuant to Title 19.04.100, private streets must terminate in a standard cul-de-sac or a hammerhead that conforms to Standard Drawing 212.1.S1. There is no physical characteristic of the site that warrants deviation from the standard. As the hardship in this case is self-imposed, staff recommends denial.

Within a gated subdivision private streets must meet public street standards (47 feet with sidewalks on both sides) or be designed to meet any of the three options provided by Title 19.04.230. The proposed street closely matches the 28-foot flow line to flow line drawing with R-type curbs. There are a number of nonstandard knuckles and curves that require deviations from the City Engineer before they can be constructed. An attached sidewalk is already installed along Owens Avenue.

The perimeter landscaping shown meets Title 19 requirements. A six-foot landscape buffer is required along Owens Avenue, classified as a Primary Arterial; no other buffers are required. A bus turnout lane will be provided on the south side of Owens Avenue that will reduce the buffer width along a portion of the perimeter. No waiver is required in this instance.

The submitted north/south and east/west cross sections depict maximum natural grade less than 2% across this site. Per Title 19.06.050 a development with natural slope less than 2% is allowed a maximum four-foot retaining wall. A maximum of 2.8-foot retaining wall is shown along the north property line and maximum four-foot walls are shown along the east and west property lines in conformance with Title 19.

For single family attached use, parking spaces are required at the rate of two onsite parking spaces per dwelling unit, plus one guest parking space for every six dwelling units spread throughout the development. Two garage spaces will be provided for each unit, plus an additional 37 guest spaces all aligned along the easternmost north-south street. Staff recommends that the guest spaces be made available in all areas of the subdivision so that they have more of an opportunity to be used and that guests will be less likely to park illegally in a street. A condition of approval will require handicapped spaces to be designed according to Title 19 requirements.

The Clark County School District (CCSD) has commented on the impact future development might have on the three levels of schools in the area. CCSD projects that 87 additional primary and secondary school students would be generated by the proposed development on this site. According to CCSD, Desert Pines High School was 23 percent over program capacity for the 2020-21 school year; Diaz Elementary School and Monaco Middle School were both under capacity.

For the reasons stated above, staff recommends approval of the Rezoning and denial of the requested variance. As the design of this subdivision does not meet Title 19.04 requirements with regard to street terminations, staff also recommends denial of the requested Tentative Map, subject to conditions if approved.

FINDINGS (21-0599-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning to R-TH (Single Family Attached) conforms to the MLA (Medium Low Attached Density Residential) General Plan designation, which allows up to 12.49 dwelling units per acre in this area.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The R-TH (Single Family Attached) zoning district will allow for single family attached dwellings, churches/houses of worship, Community Residences, child care facilities, schools and similar uses. These uses would be compatible with the existing townhome subdivision zoned R-PD9 (Residential Planned Development) to the east, existing multi-family residential developments to the east and west zoned R-PD16 and R-PD18, and a mobile home park zoned R-MHP (Residential Mobile/Manufactured Home Park) to the south.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The site includes infill parcels between existing medium-low to medium density residential zoning districts along a major arterial street (Owens Avenue) that are appropriate for townhome development.

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.**

   Gated access to the site is planned from Owens Avenue, classified as a 100-foot Primary Arterial street on the City's Master Plan of Streets and Highways. Secondary access can be provided to and from Van Buren Avenue. These roadways will be adequate in size to accommodate any proposed development in the R-TH zoning district.

FINDINGS (21-0599-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing private stub street terminations where cul-de-sacs or hammerheads are appropriate. Replacing the stubs with cul-de-sacs would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (21-0599-TMP1)

The proposed Tentative Map conforms to Nevada Revised Statutes and Title 19 requirements for tentative maps. However, the design of this subdivision does not meet Title 19.04 requirements regarding street terminations, requiring a Variance that staff does not support. Therefore, staff also recommends denial of the requested Tentative Map, subject to conditions if approved.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/16/84	A Final Map for a 48-lot single-family attached residential subdivision (Vegas Green Townhouses) on the south side of Owens Avenue, approximately 455 feet west of Lamb Boulevard, was recorded.
01/19/05	The City Council approved a request for a General Plan Amendment (GPA-4548) from M (Medium Density Residential) and ML (Medium-Low Density Residential) to MLA (Medium-Low Attached Density Residential) on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard. The Planning Commission recommended approval. Staff recommended denial.
01/19/05	The City Council approved a request for a Rezoning (ZON-4554) from R-E (Residence Estates) to R-PD9 (Residential Planned Development - 9 Units per Acre) on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard. The Planning Commission and staff recommended denial. The Resolution of Intent expired 01/19/09.
01/19/05	The City Council approved a request for a Variance (VAR-4677) to allow 1.57 acres of open space where 2.75 acres is the minimum required on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard. The Planning Commission and staff recommended denial. The approval expired 01/19/07.
01/19/05	The City Council approved a request for a Site Development Plan Review (SDR-4555) for a proposed 166-lot single-family residential development on 18.54 acres adjacent to the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard. The Planning Commission and staff recommended denial. The approval expired 01/19/07.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/19/05	The City Council approved a request for a Variance (VAR-8631) to allow 61,000 square feet of open space where 115,724 square feet is the minimum required in conjunction with a proposed 161-lot single-family residential development on 17.89 acres adjacent to the south side of Owens Avenue, approximately 460 feet west of Lamb Boulevard. The Planning Commission and staff recommended denial. The approval expired 01/19/09 (with expiration of ZON-4554).
10/19/05	The City Council approved a request for a Site Development Plan Review (SDR-8630) for a 161-lot single-family residential development on 17.89 acres adjacent to the south side of Owens Avenue, approximately 460 feet west of Lamb Boulevard. The Planning Commission and staff recommended denial. The approval expired 01/19/09 (with expiration of ZON-4554).
11/03/05	The Planning Commission approved a Tentative Map (TMP-9106) for a 161-lot single-family residential subdivision on 17.89 gross acres adjacent to the south side of Owens Avenue, approximately 460 feet west of Lamb Boulevard. Staff recommended approval. The approval expired 11/03/07.
11/08/07	The Planning Commission approved a Tentative Map (TMP-24765) for a 161-lot single-family residential subdivision (Owens and Lamb) on 17.89 gross acres adjacent to the south side of Owens Avenue, approximately 460 feet west of Lamb Boulevard. Staff recommended approval. The approval expired 01/19/09 (with expiration of ZON-4554).
09/10/19	The Planning Commission voted to Withdraw without Prejudice a request for a Rezoning (ZON-77091) from: R-E (Residence Estates) and R-PD9 (Residential Planned Development - 9 Units per Acre) to: R-TH (Single Family Attached) on 17.85 acres on the south side of Owens Avenue, approximately 640 feet west of Lamb Boulevard. Staff had recommended approval.
09/10/19	The Planning Commission voted to Withdraw without Prejudice a Tentative Map (TMP-77092) for a 222-lot single-family attached subdivision (Owens & Lamb Street & Avenue A Project) on 17.85 acres on the south side of Owens Avenue, approximately 640 feet west of Lamb Boulevard. Staff had recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/09/21	The Planning Commission (6-1 vote) recommends APPROVAL on the following Land Use Entitlement project requests on 17.85 acres on the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APNs 140-30-503-001 and 002; and 140-30-520-017 through 033), Ward 3 (Diaz). • 21-0599-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) AND R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) TO: R-TH (SINGLE FAMILY ATTACHED) • 21-0599-VAR1 - VARIANCE - TO ALLOW STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED • 21-0599-TMP1 - TENTATIVE MAP - LAMB & OWENS - FOR A 222-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

Most Recent Change of Ownership	
03/16/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
09/15/21	A pre-application meeting was held with the applicant to discuss submittal requirements for entitlement of a proposed single family attached residential subdivision.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/27/21	The site is undeveloped, but appears to have been cleared of most vegetation. A temporary chain link fence has been installed along Owens Avenue.

Details of Application Request	
Site Area	
Net Acres	17.85

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MLA (Medium Low Attached Density Residential)	R-E (Residence Estates) R-PD9 (Residential Planned Development – 9 Units per Acre)
North	Single Family, Detached	RS (Residential Suburban) - Clark County designation	R-T (Manufactured Home Residential) – Clark County designation R-2 (Medium Density Residential) – Clark County designation
South	Mobile Home Park	ML (Medium Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
East	Single Family, Attached (Townhomes)	ML (Medium Low Density Residential)	R-PD9 (Residential Planned Development – 9 Units per Acre)
	Multi-Family Residential (Apartments)	M (Medium Density Residential)	R-PD18 (Residential Planned Development – 18 Units per Acre)
West	Multi-Family Residential (Condominiums)	M (Medium Density Residential)	R-PD16 (Residential Planned Development – 16 Units per Acre)

Master and Neighborhood Plan Areas	***Compliance***
Las Vegas 2050 Master Plan Area: East Las Vegas	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	1,600 SF	2,075 SF	Y
Min. Lot Width	20 Feet	25 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet N/A 10 Feet 5 Feet	 N/A 0 Feet N/A N/A	 By Permit Y By Permit By Permit
Max. Lot Coverage	95 %	N/A	By Permit
Max. Building Height	3 stories/45 Feet	2 stories/45 Feet	Y

Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	2.42 du/ac	36
R-PD9 (Residential Planned Development – 9 Units per Acre)	9.49 du/ac	24
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-TH (Single Family Attached)	12.49 du/ac*	222*
Existing General Plan	***Permitted Density***	***Units Allowed***
MLA (Medium Low Attached Density Residential)	12.49 du/ac	222
Proposed General Plan	***Permitted Density***	***Units Allowed***
N/A	N/A	N/A

*Limited by the allowed density within the General Plan designation of the subject site.

Pursuant to Title 19.06, 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 N/A N/A N/A	6 Trees N/A N/A N/A	10 Trees 0 Trees 0 Trees 0 Trees	Y N/A N/A N/A
TOTAL PERIMETER TREES		**6 Trees**	**10 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	9 Trees	0 Trees	N*
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	6 Feet N/A N/A N/A		6 Feet 0 Feet 0 Feet 0 Feet	Y N/A N/A N/A
Wall Height	Max 6 to 8-foot perimeter screen wall Max 4-foot retaining wall Max 10-foot total height		4-foot retaining along west and east PLs Max 10 feet total retaining and screening	Y

*An Exception is required. See Exception table below.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Owens Ave	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Van Buren Ave	Minor Collector	Title 13	60	Y

19.04.040 Connectivity		
Transportation Network Element	***# Links***	***# Nodes***
Internal Street	24	
Intersection – Internal		15
Cul-de-sac Terminus (hammerhead)		1
Intersection – External Street or Stub Terminus		3
Intersection – Stub Terminus with Temporary Turnaround Easements		0
Non-Vehicular Path - Unrestricted	1	
Total	25	19

	Required	***Provided***
Connectivity Ratio (Links / Nodes):	**1.30**	**1.31**

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, Attached	222 units	2 spaces per unit	444				
Guest Parking	222 units	1 guest parking space per 6 units, spread throughout the develop-ment	37				
TOTAL SPACES REQUIRED			481		481		Y
Regular and Handicap Spaces Required			479	2	479	2	Y

*Includes 37 guest spaces along the easternmost north-south street. The number of spaces conforms to Title 19 standards, but the spaces are not dispersed throughout.

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24-inch box shade tree for every 6 uncovered parking spaces, plus one tree at the end of each parking row	To allow zero parking lot trees where 9 trees are required	Approval

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0599
Meeting Date	09/29/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Rezoning / Tentative Map / Variance

Project Address (Location) E. Owens Ave and N. Lamb Blvd

Project Name Lamb & Owens **Proposed Use** Residential

Assessor's Parcel #(s) 140-30-503-001 & 002, 140-30-520-017 thru 033 **Ward #** 3

General Plan: Existing Existing Medium Low Proposed N/A **Zoning:** Existing R-E Proposed RTH

Additional Information Single Family Residential / 222 lots

Property Owner W L C L Lending LLC **Contact**

Address 3625 S. Town Center Dr. City Las Vegas State NV Zip 89135

E-mail Phone

Applicant WLCL Lending LLC **Contact** Isaac Summers

Address 3625 S. Town Center Dr. City Las Vegas State NV Zip 89135

E-mail isummer@sbhlv.com Phone 702-877-7040

Representative Taney Engineering **Contact** Janna Felipe

Address 6030 S. Jones Blvd. City Las Vegas State NV Zip 89118

E-mail jannaf@taneycorp.com Phone (702)362-8844

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 Wayne Laska

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Wayne Laska

Subscribed and sworn before me

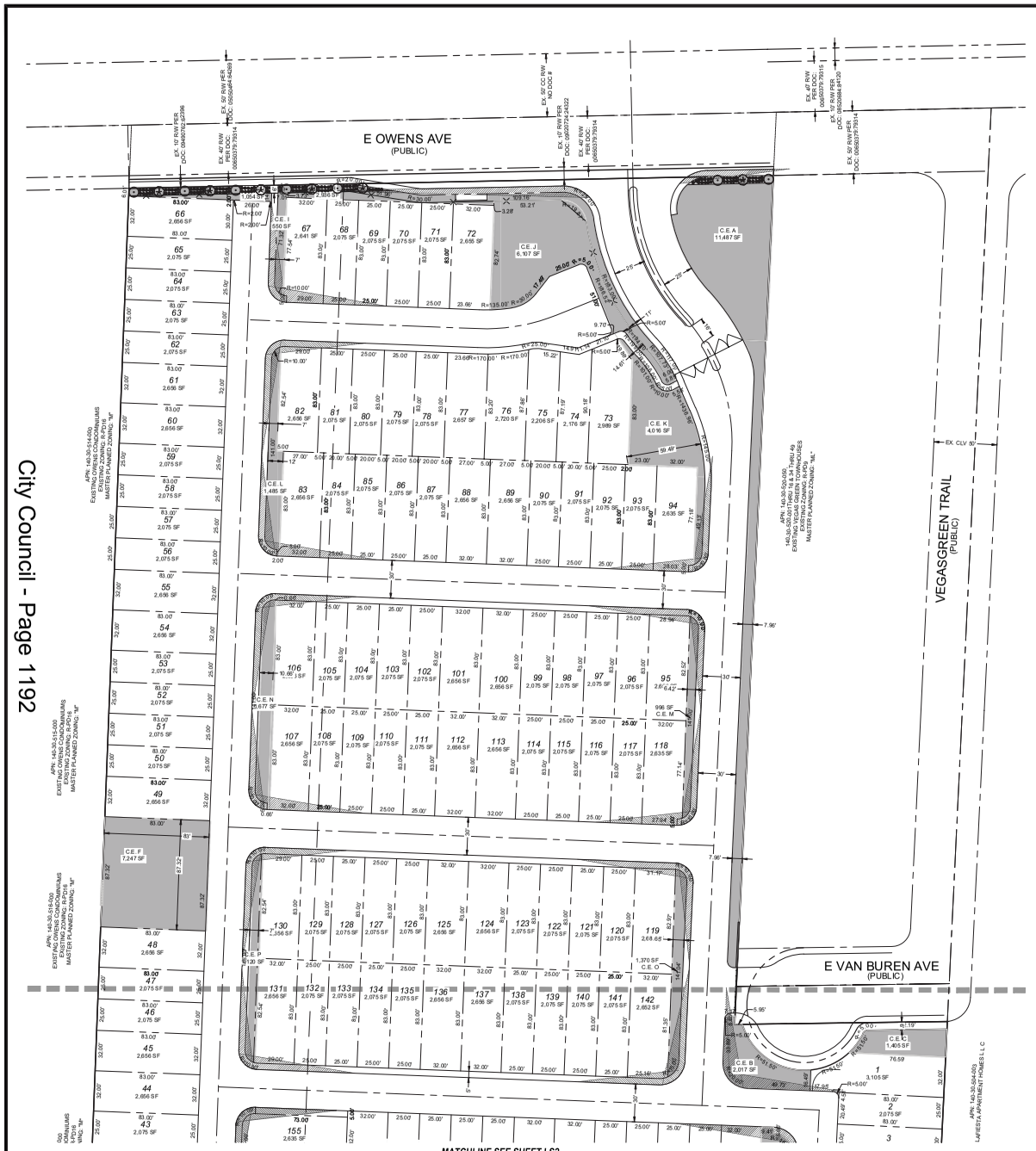
This 17th day of August, 20 21

Angela M Church

Notary Public in and for said County and State

Clark Nevada

ANGELA M. CHURCH
Notary Public-State of Nevada
APPT. NO. 10-3067-1
My Appt. Expires 07-10-2023





UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

CONNECTIVITY

25 LINKS
19 NODES
ALPHA 25/19=1.31
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	10	10
FRONT GARAGE:	10	10
INTERIOR SIDE:	5	5
CORNER SIDE:	10	10
REAR:	5	5

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
3. THIS SITE HAS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE. A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.

SCALE: 1" = 40'
40' 20' 40' 80' 120'

LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30-FT ON CENTER (ON OWENS AVE.). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

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A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CODE. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

TREE/ PLANT SCHEDULE <-SPACING PER LANDSCAPING NOTE, THIS SHEET

SYM	QTY	SIZE	SPACING	COMMON NAME	BOTANICAL NAME
	PER PLAN	24" Box	PER PLAN	DESERT BROOM OR EQUIVALENT	Baccharis
	PER PLAN	1-5 Gallon	N/A	TEXAS RANGER OR EQUIVALENT	Leucophyllum
	PER PLAN	1-5 Gallon	N/A	CLIFF GOLDENBUSH OR EQUIVALENT	Ericameria cuneata

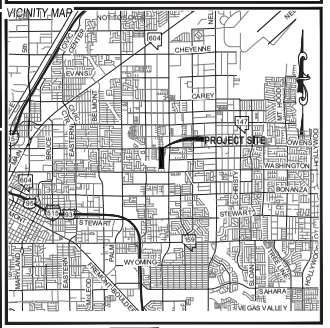
WASTEWATER CALCULATIONS

FACILITY TYPE: SINGLE FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD OUT: 222 HOUSES

AVERAGE FLOW = 0.0547 MGD (222 ERUS)
PEAK FLOW = 0. 1916 MGD (777 ERUS)
PEAK + WET WEATHER =0.2395 MGD (972 ERUS)

CALCULATIONS:
AVG FLOW = 222 X 90 ,000 GAL X 1 MG = 0.0547 MGD
365 DAYS 1,000,000 G
PEAK FLOW = 0.0547 X 3.5 = 0.1916 MGD
PEAK + WET WEATHER FLOW = 0.1916 MGD X 1.25 = 0.2395 MGD

VICINITY MAP



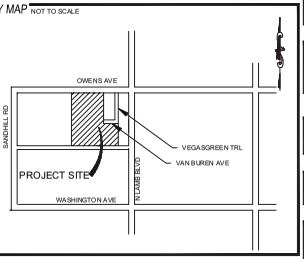
PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	140-30-503-001,140-30-503-002,140-30-520-017 140-30-520-18 THRU 033
PROPOSED USE OF PROPERTY:	MEDIUM LOW ATTACHED
EXISTING ZONING:	RESIDENCE ESTATES DISTRICT (R-E)
PROPOSED ZONING:	SINGLE FAMILY ATTACHED (R-TH)
TOTAL PROPOSED LOTS:	222 LOTS (TYPE) / 25 LOTS (COMMON LOTS)
GROSS ACREAGE:	17.85 ACRES
NET ACREAGE:	17.85 ACRES
DENSITY (BASED ON GROSS ACREAGE)	12.43 LOTS/ACRE
SMALLEST LOT SIZE:	2075 SF
LARGEST LOT SIZE:	3105 SF
AVERAGE LOT SIZE:	2,286.75 SF
MINIMUM LOT SIZE ALLOWED:	1,600 SF
MAXIMUM HEIGHT ALLOWED:	45 FT
OPEN SPACE PROVIDED:	76,279 SF
PARKING REQUIRED:	2 PER UNIT
PARKING PROVIDED:	444 SPACES

OWNER/DEVELOPER

W L C L LENDING L L C
3625 S TOWN CENTER DR
LAS VEGAS, NV 89135

KEY MAP NOT TO SCALE



UTILITY DISCLAIMER

EXISTING UTILITY LOCATIONS SHOWN HEREIN ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR EXISTING LOCATIONS.

BASIS OF BEARING

NORTH 88° 5'23" EAST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., AS PER RECORD OF SURVEY MAP IN FILE 41, PAGE 66, DATED JUNE 1, 1984, CLARK COUNTY, NEVADA, RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK ID NUMBER: 7C021953B6
RIVET & PLATE IN TOP OF CURB ON THE NORTH SIDE OF OWENS +/- 200 FT WEST OF ROYAL ESTATES
ELEVATION = 547.543 METERS (NAVD 88) 1976.40 FEET

LEGAL DESCRIPTION

WEST HALF (W 1/2) NORTHEAST QUARTER (NE 1/4) NORTHEAST QUARTER (NE 1/4) SECTION 30, T 20 S, R 62 E, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
CNLV	CITY OF NORTH LAS VEGAS	RCP	REINFORCED CONCRETE PIPE
COH	CITY OF HENDERSON	ROW	RIGHT-OF-WAY
DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0599
09/29/2021

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

WLC L LENDING, LLC

EST. 2000

TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
LANDSCAPE PLAN 1

BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550

DATE: 9/24/2021
SCALE: 1"=40'
JOB NO: STR-19-003
DESIGNED BY: RG CHECKED BY: BM
SHEET NAME: LS1
SHEET NUMBER: 1 OF 2
CLV 000000

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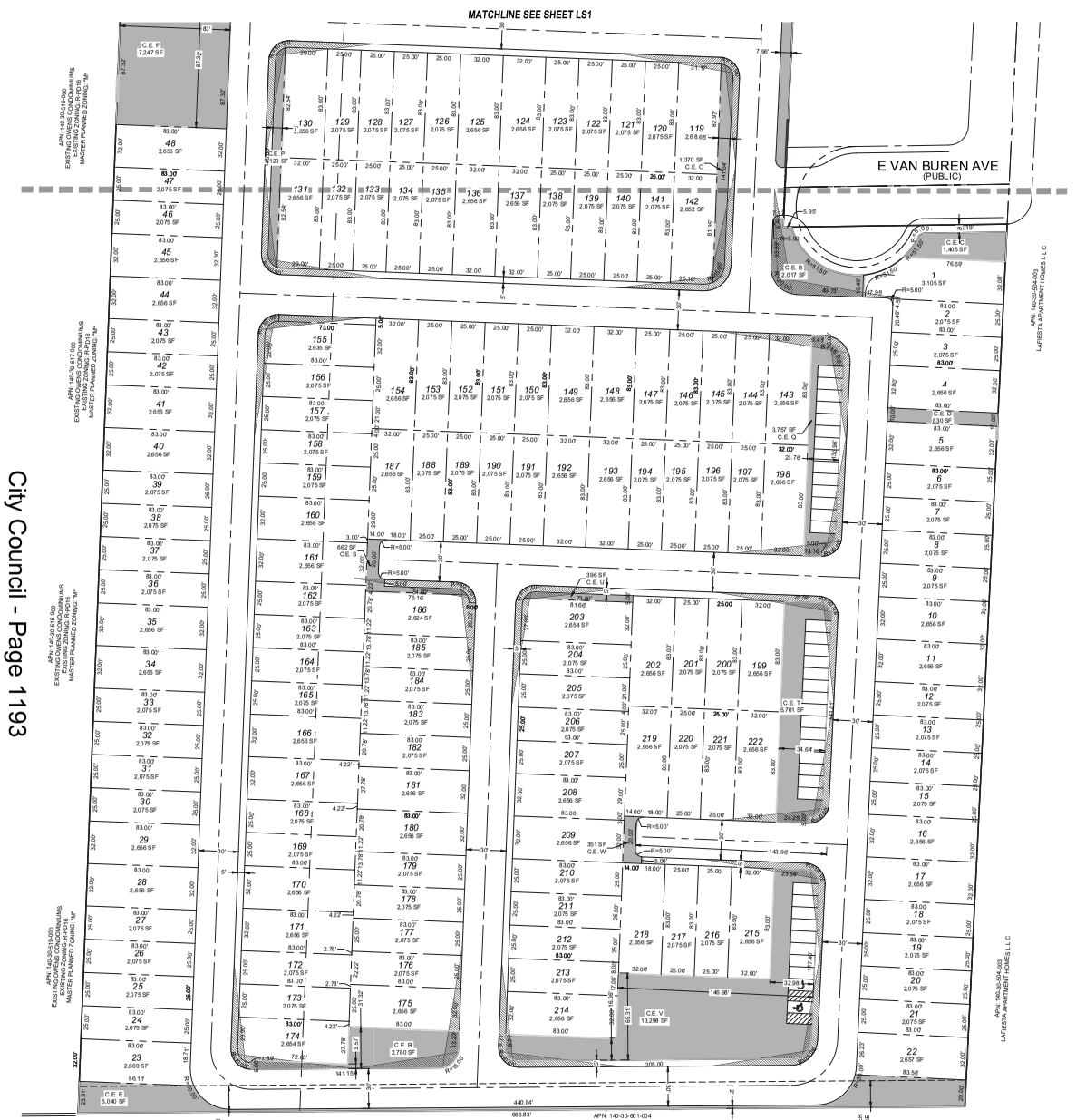
LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENGI\1 ENTITLEMENTS\DWGS\TR003_TM.DWG



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UTILITIES

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WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL
811
OR
1-800-227-2600

CONNECTIVITY

25 LINKS
19 NODES
RATIO 25/19=1.31
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

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CALCULATIONS:
AVG FLOW = 222 X 90 ,000 G.AL X 1 MG / 365 DAYS / 1,000,000 G = 0.0547 MGD
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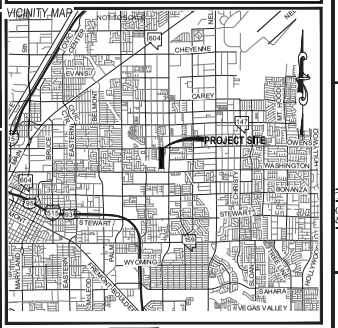
VICINITY MAP



PROJECT INFORMATION

ASSESSORS PARCEL NUMBERS:	140-30-803-001,140-30-503-002,140-30-520-017 140-30-520-18 THRU 033
PROPOSED USE OF PROPERTY:	MEDIUM LOW ATTACHED
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TOTAL PROPOSED LOTS:	222 LOTS (TYPE) / 25 LOTS (COMMON LOTS)
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NET ACREAGE:	17.85 ACRES
DENSITY (BASED ON GROSS ACREAGE):	12.43 LOTS/ACRE
SMALLEST LOT SIZE:	2075 SF
LARGEST LOT SIZE:	3105 SF
AVERAGE LOT SIZE:	2,288.75 SF
MINIMUM LOT SIZE ALLOWED:	1,600 SF
MAXIMUM HEIGHT ALLOWED:	45 FT
OPEN SPACE PROVIDED:	76,279 SF
PARKING REQUIRED:	2 PER UNIT
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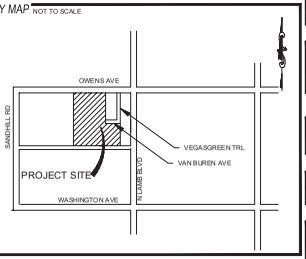
OWNER/DEVELOPER

W L C L LENDING L L C
3925 S TOWN CENTER DR
LAS VEGAS, NV 89135

KEY MAP NOT TO SCALE



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BENCHMARK

CITY OF LAS VEGAS BENCHMARK ID NUMBER: 7C021953B6
RIVET & PLATE IN TOP OF CURB ON THE NORTH SIDE OF OWENS +/- 200 FT WEST OF ROYAL ESTATES
ELEVATION = 547.543 METERS (NAVD 88) 1976.40 FEET

LEGAL DESCRIPTION

WEST HALF (W 1/2) NORTHEAST QUARTER (NE 1/4) NORTHEAST QUARTER (NE 1/4) SECTION 30, T 20 S, R 62 E, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
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BC	BACK OF CURB	MH	MANHOLE
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CATV	CABLE TELEVISION	PL	PROPERTY LINE
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CLV	CITY OF LAS VEGAS	R	RADIUS
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DR	DRIVE	SHT	SHEET
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LS	LANDSCAPE	W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
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RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X X	X X X
POWER POLE		
STORM DRAIN MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0599
09/29/2021

NO.	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

WLCL LENDING, LLC

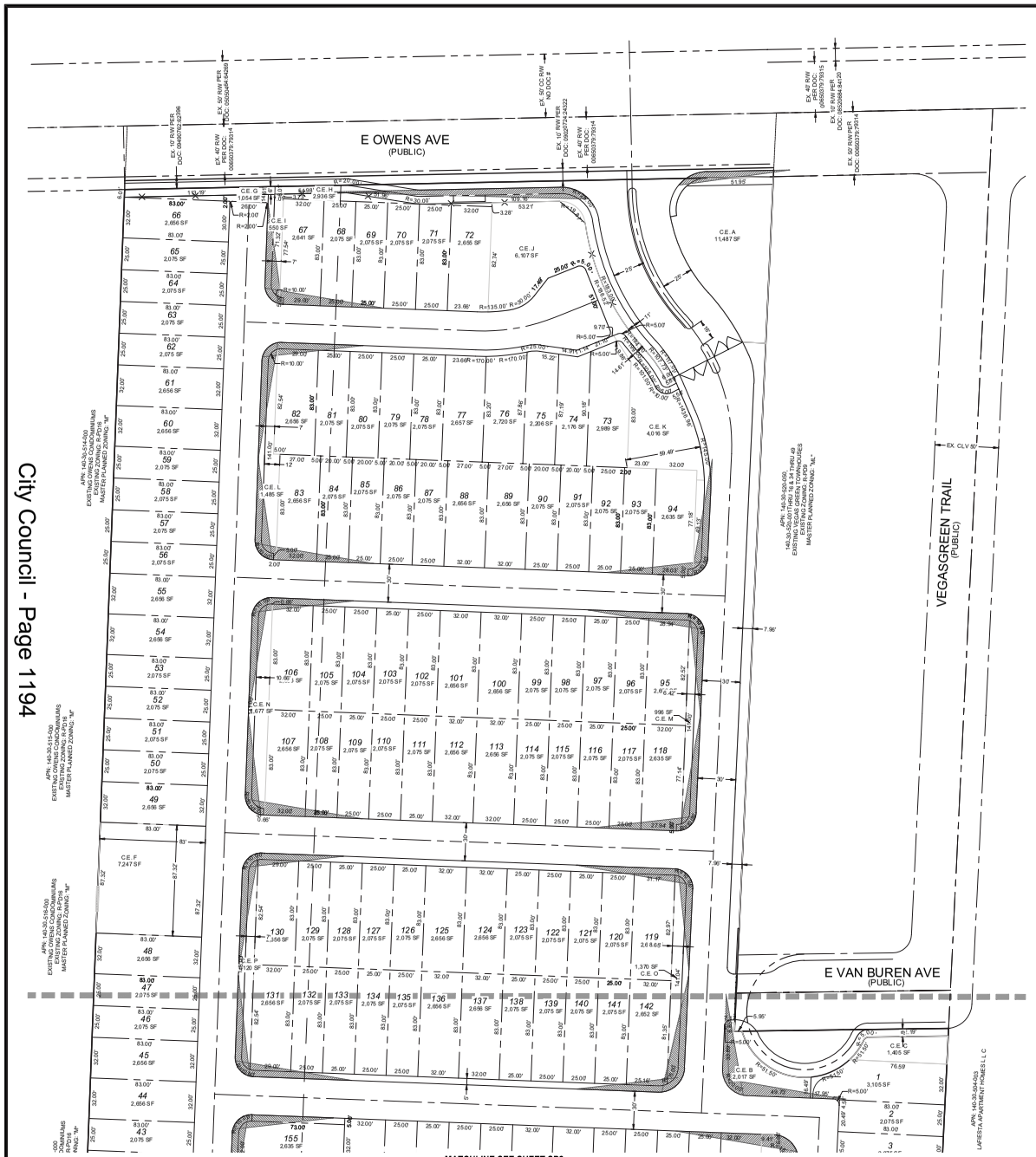
EST. 2000
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
LANDSCAPE PLAN 2

PROFESSIONAL ENGINEER
BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550
STATE OF NEVADA

DATE: 9/24/2021
SCALE: 1"=40'
JOB NO: STR-19-003
DESIGNED BY: BEM CHECKED BY: BEM
SHEET NAME: LS2
SHEET NUMBER: 2 OF 2
CLV 000000

LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENGR\01 ENTITLEMENTS\DWG\STR003_TM.DWG



City Council - Page 1194

LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENGR\1 ENTITLEMENTS\DWG\STR003_TM.DWG

UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

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OR
1-800-227-2600

CONNECTIVITY

25 LINKS
19 NODES
RATIO 25/19=1.31
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	10	10
FRONT GARAGE:	10	10
INTERIOR SIDE:	5	5
CORNER SIDE:	10	10
REAR:	5	5

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
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SCALE: 1" = 40'
40' 20' 0 40' 80' 120'

WASTEWATER CALCULATIONS

FACILITY TYPE: SINGLE FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD OUT: 222 HOUSES

AVERAGE FLOW = 0.0547 MGD (222 ERUS)
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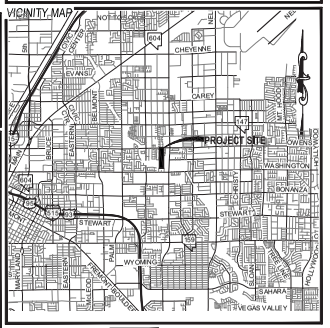

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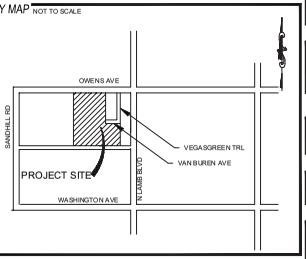
PARKING PROVIDED:	444 SPACES

OWNER/DEVELOPER

W L C L LENDING L L C
3625 S TOWN CENTER DR
LAS VEGAS, NV 89135

KEY MAP NOT TO SCALE



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BENCHMARK

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RIVET & PLATE IN TOP OF CURB ON THE NORTH SIDE OF OWENS +/- 200 FT WEST OF ROYAL ESTATES
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LEGAL DESCRIPTION

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BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
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FH	FIRE HYDRANT	TELE	TELEPHONE
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LN	LANE	USD	UNIFORM STANDARD DRAWING
LS	LANDSCAPE	VCP	VITRIFIED CLAY PIPE
		W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X X	X X X
POWER POLE		
STORM DRAIN MANHOLE		
SIDEWALK		
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SEWER LINE W/MANHOLE		
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STREETLIGHT		

21-0599
09/29/2021

REVISIONS

NO.	DESCRIPTION	BY	SHT'S	APPR.	DATE

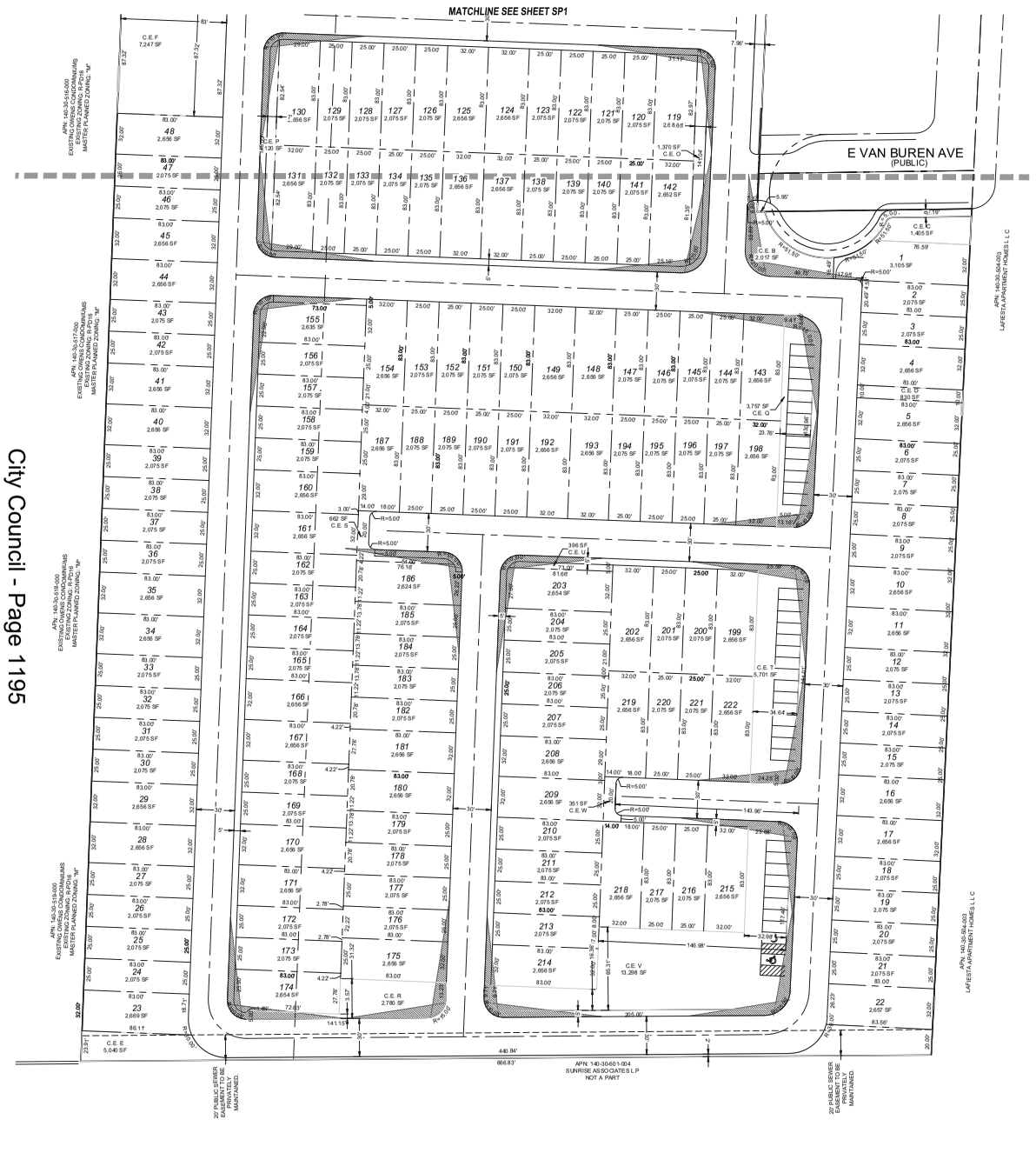
WLCL LENDING, LLC

EST. 2000
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
SITE PLAN 1

BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550

DATE: 9/24/2021
SCALE: 1"=40'
JOB NO: STR-19-003
DESIGNED BY: BEM CHECKED BY: BEM
SHEET NAME: SP1
SHEET NUMBER: 1 OF 2
CLV 000000



City Council - Page 1195

LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENGR\1 ENTITLEMENTS\DWGS\TR003_TM.DWG

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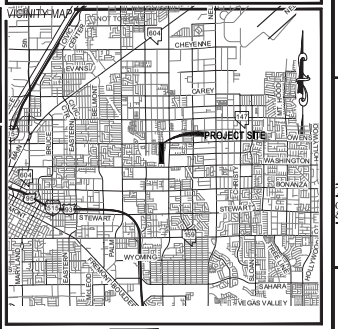

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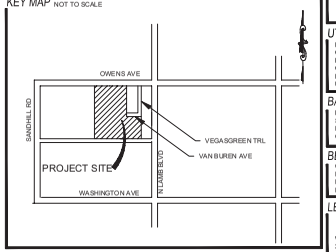
KEY MAP NOT TO SCALE



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CONTOUR (5'INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0599
09/29/2021

NO.	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

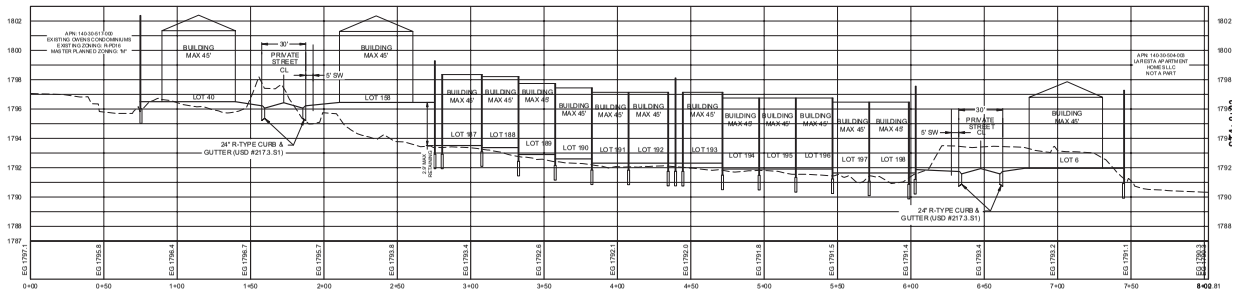
WLCL LENDING, LLC

EST. 2000
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

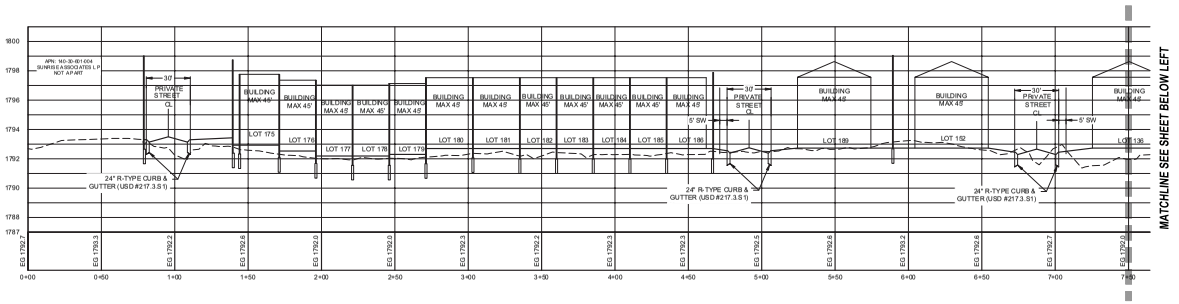
LAMB & OWENS
A RESIDENTIAL SUBDIVISION
SITE PLAN 2

PROFESSIONAL ENGINEER
BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550

DATE: 9/24/2021
SCALE: 1"=40'
JOB NO: STR-19-003
DESIGNED BY: BEM CHECKED BY: BEM
SHEET NAME: SP2
SHEET NUMBER: 2 OF 2
CLV 000000



A *WEST TO EAST*
SECTION
NTS



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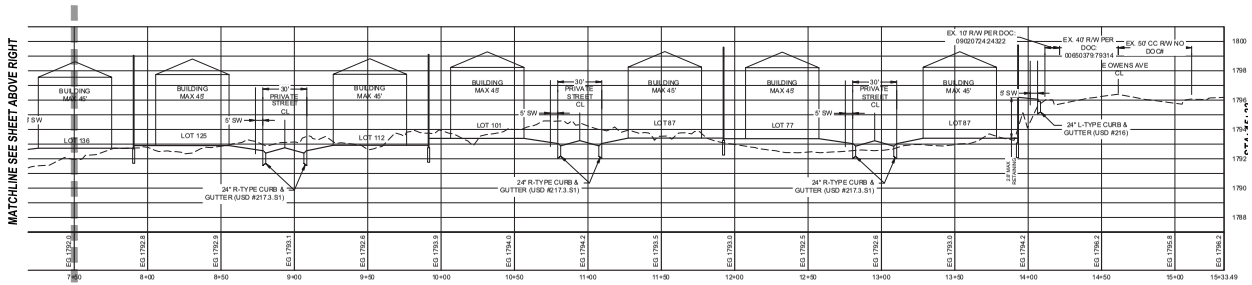
SECTION
NTS



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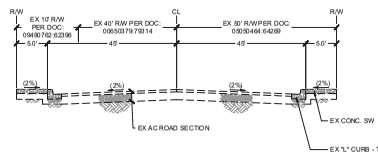
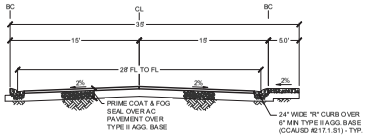
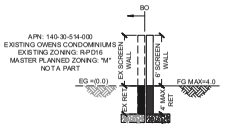
SECTION
NTS



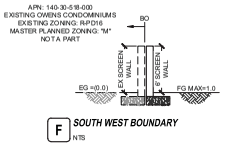
C *E OWENS AVE*
EX. 100' PUBLIC RIGHT OF WAY W/ ATTACHED SIDEWALK
NTS



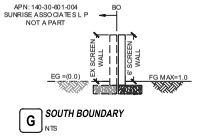
D *35' PRIVATE RESIDENTIAL TYPICAL STREET*
PRIVATE RESIDENTIAL ST W/ SW ON ONE SIDES & ROLL CURB
NTS



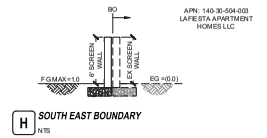
E *NORTH WEST BOUNDARY*
NTS



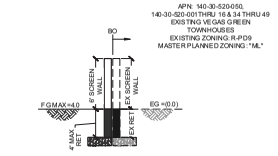
F *SOUTH WEST BOUNDARY*
NTS



G *SOUTH BOUNDARY*
NTS



H *SOUTH EAST BOUNDARY*
NTS



I *NORTH EAST BOUNDARY*
NTS

21-0599
09/29/2021

City Council - Page 1196

NO.	DESCRIPTION	BY	SHTS	APPR.	DATE
	REVISIONS				

WLCL LENDING, LLC

EST. 2000

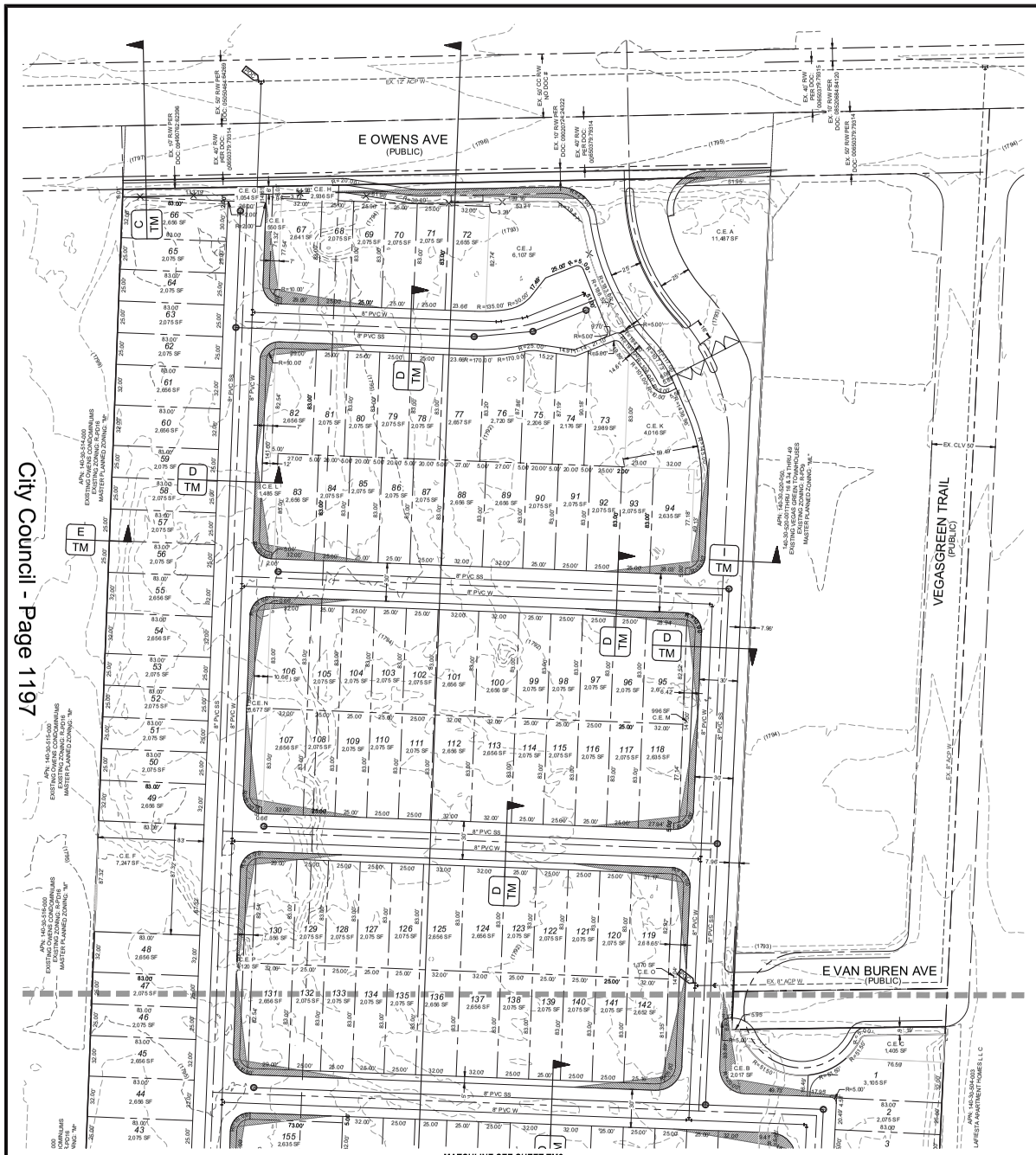
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
CROSS SECTIONS

NEVADA PROFESSIONAL ENGINEER
BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550

DATE: 9/24/2021
SCALE: N/A
JOB NO: STR-19-003
DESIGNED BY: BEM CHECKED BY: BEM
SHEET NAME: **CS1**
SHEET NUMBER: 1 OF 1
CLV 000000

LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENG\01 ENTITLEMENTS\DWGS\STR03_TM.DWG



UTILITIES

GAS:	SOUTHWEST GAS CORP.
WATER:	LAS VEGAS VALLEY WATER DISTRICT
SOLID WASTE DISPOSAL:	REPUBLIC SERVICES
SEWER:	CITY OF LAS VEGAS
CABLE TELEVISION:	COX CABLE
POWER:	NV ENERGY
TELEPHONE:	CENTURYLINK

Call before you Dig
Avoid cutting underground utility lines. It's costly.
CALL 811 OR 1-800-227-2600

CONNECTIVITY

25 LINKS
19 NODES
RATIO 25/19=1.31
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	10	10
FRONT GARAGE:	10	10
INTERIOR SIDE:	5	5
CORNER SIDE:	10	10
REAR:	5	5

DEVELOPMENT NOTES

1. THE SUBDIVIDER INTENDS ON ENFORCING THE STANDARD PROTECTIVE COVENANTS AND DEED RESTRICTIONS WHICH WILL BE COMPILED INTO A SEPARATE DOCUMENT.
2. THE SITE CONTAINS NO KNOWN FAULTS AND FISSURES, A GEOTECHNICAL ANALYSIS OF THE SITE IS BEING PREPARED AND MAY DETERMINE OTHERWISE.
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LANDSCAPING REQUIREMENTS

CITY OF LAS VEGAS STANDARDS REQUIRE 24" BOX TREES BE PLANTED A MAXIMUM OF 30-FT ON CENTER (ON OWENS AVE). LANDSCAPING SHALL INCLUDE DROUGHT-RESISTANT AND WATER EFFICIENT PLANT MATERIALS CONSISTENT WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

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A LANDSCAPING MAINTENANCE AGREEMENT WILL BE CREATED TO DETERMINE WHO IS RESPONSIBLE FOR THE AMINTENANCE OF ALL REQUIRED LANDSCAPING PER CODE, LOCATED ADJACENT TO PUBLIC RIGHT-OF-WAYS AND INTERNAL COMMON LOTS MAINTAINED PER CC&R. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH TITLE 30.

SCALE: 1" = 40'
40' 20' 0 40' 80' 120'

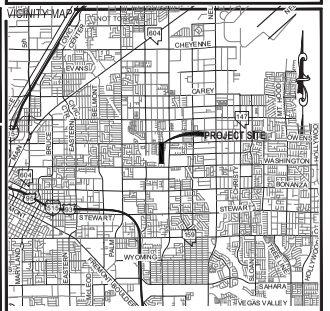
WASTEWATER CALCULATIONS

FACILITY TYPE: SINGLE FAMILY RESIDENTIAL
TOTAL UNITS AT BUILD OUT: 222 HOUSES

AVERAGE FLOW = 0.0547 MGD (222 ERUS)
PEAK FLOW = 0. 1916 MGD (777 ERUS)
PEAK + WET WEATHER = 0.2395 MGD (972 ERUS)

CALCULATIONS:
AVG FLOW = 222 X 90 ,000 G.AL X 1 MG / 1,000,000 G = 0.0547 MGD
365 DAYS
PEAK FLOW = 0.0547 X 3.5 = 0.1916 MGD
PEAK + WET WEATHER FLOW = 0.1916 MGD X 1.25 = 0.2395 MGD

VICINITY MAP



PROJECT INFORMATION

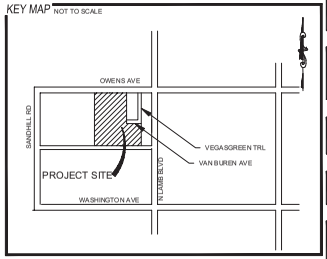
ASSESSORS PARCEL NUMBERS:	140-30-803-001,140-30-503-002,140-30-520-017 140-30-520-18 THRU 033
PROPOSED USE OF PROPERTY:	MEDIUM LOW ATTACHED
EXISTING ZONING:	RESIDENCE ESTATES DISTRICT (R-E)
PROPOSED ZONING:	SINGLE FAMILY ATTACHED (R-TH)
TOTAL PROPOSED LOTS:	222 LOTS (TYPE) / 25 LOTS (COMMON LOTS)
GROSS ACREAGE:	17.85 ACRES
NET ACREAGE:	17.85 ACRES
DENSITY (BASED ON GROSS ACREAGE):	12.43 LOTS/ACRE
SMALLEST LOT SIZE:	2075 SF
LARGEST LOT SIZE:	3105 SF
AVERAGE LOT SIZE:	2,286.75 SF
MINIMUM LOT SIZE ALLOWED:	1,600 SF
MAXIMUM HEIGHT ALLOWED:	45 FT
OPEN SPACE PROVIDED:	76,279 SF
PARKING REQUIRED:	2 PER UNIT
PARKING PROVIDED:	444 SPACES

OWNER/DEVELOPER

W L C L LENDING L L C
3925 S TOWN CENTER DR
LAS VEGAS , NV 89135

KEY MAP

NOT TO SCALE



UTILITY DISCLAIMER

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BASIS OF BEARING

NORTH 88° 5'23" EAST, BEING THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 62 EAST, M.D.M., AS PER RECORD OF SURVEY MAP IN FILE 41, PAGE 66, DATED JUNE 1, 1984, CLARK COUNTY, NEVADA, RECORDER'S OFFICE.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK ID NUMBER: 7C021953B6
RIVET & PLATE IN TOP OF CURB ON THE NORTH SIDE OF OWENS +/- 200 FT WEST OF ROYAL ESTATES
ELEVATION = 547.543 METERS (NAVD 88) 1976.40 FEET

LEGAL DESCRIPTION

WEST HALF (W 1/2) NORTHEAST QUARTER (NE 1/4) NORTHEAST QUARTER (NE 1/4) SECTION 30, T 20 S, R 62 E, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY NEVADA

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
CC	CLARK COUNTY	POC	POINT OF CONNECTION
CCFD	CLARK COUNTY FIRE DEPARTMENT	PP	POWER POLE
CCWRD	CLARK COUNTY WATER RECLAMATION DISTRICT	PROJ	PROJECT
CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
CMP	CORRUGATED METAL PIPE	RCB	REINFORCED CONCRETE BOX
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DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	STLT	STREETLIGHT
ELEC	ELECTRICAL	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EP	EDGE OF PAVEMENT	SS	SANITARY SEWER
EX	EXISTING	ST	STREET
FF	FINISH FLOOR ELEVATION	SW	SIDEWALK
FG	FINISH GRADE	TELE	TELEPHONE
FH	FIRE HYDRANT	TYP	TYPICAL
HPG	HIGH PRESSURE GAS	USD	UNIFORM STANDARD DRAWING
LN	LANE	VCP	VITRIFIED CLAY PIPE
LS	LANDSCAPE	W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X	X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0599
09/29/2021

NO.	DESCRIPTION	BY	SH'S	APPR.	DATE
	REVISIONS				

WLC L LENDING, LLC

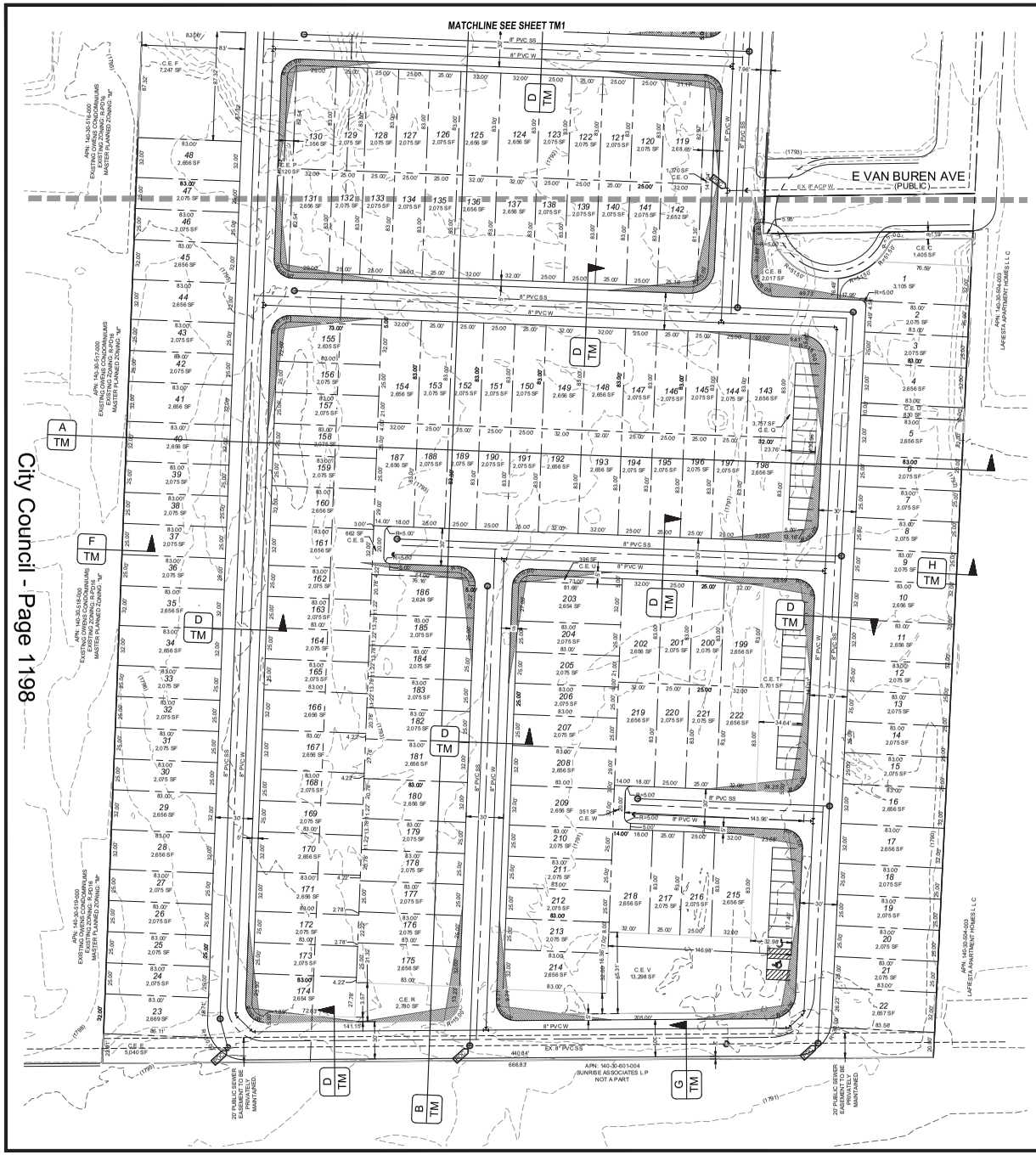
EST. 2000
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
TENTATIVE MAP 1

BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550
9/24/21

DATE: 9/24/2021
SCALE: 1"=40'
JOB NO: STR-19-003
DESIGNED BY: RG CHECKED BY: BM
SHEET NAME: TM1
SHEET NUMBER: 1 OF 2
CLV 000000

LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\TR-19-003 - LAMB & OWENS\ENGR\01 ENTITLEMENTS\DWG\STR003_TM.DWG



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CONNECTIVITY

25 LINKS
19 NODES
RATIO 25/19=1.31
1/2 LINK PROVIDED BY ADDITIONAL UNGATED VEHICULAR CONNECTION (BEYOND THE FIRST TO A CONNECTOR STREET)

BUILDING SETBACKS

	REQUIRED	PROPOSED
FRONT:	10	10
FRONT GARAGE:	10	10
INTERIOR SIDE:	5	5
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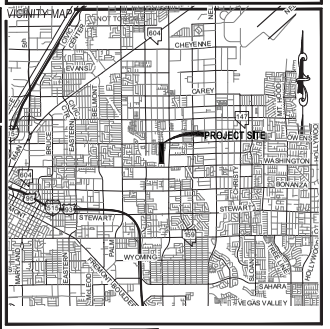

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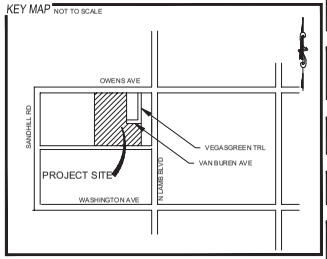
MAXIMUM HEIGHT ALLOWED:	45 FT
OPEN SPACE PROVIDED:	76,279 SF
PARKING REQUIRED:	2 PER UNIT
PARKING PROVIDED:	444 SPACES

OWNER/DEVELOPER

W L C L LENDING L L C
3925 S TOWN CENTER DR
LAS VEGAS , NV 89135

KEY MAP NOT TO SCALE



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BENCHMARK

CITY OF LAS VEGAS BENCHMARK ID NUMBER: 7C021953B6
RIVET & PLATE IN TOP OF CURB ON THE NORTH SIDE OF OWENS +/- 200 FT WEST OF ROYAL ESTATES
ELEVATION = 547.543 METERS (NAVD 88) 1976.40 FEET

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ABBREVIATIONS

AC	ASPHALTIC CONCRETE	LVWD	LAS VEGAS VALLEY WATER DISTRICT
AVE	AVENUE	MAX	MAXIMUM
BC	BACK OF CURB	MH	MANHOLE
BFE	BASE FLOOD ELEVATION	MIN	MINIMUM
BLM	BUREAU OF LAND MANAGEMENT	NTS	NOT TO SCALE
BM	BENCHMARK	PE	POLYETHYLENE
CATV	CABLE TELEVISION	PL	PROPERTY LINE
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CL	CENTERLINE	PVC	POLYVINYL CHLORIDE
CLV	CITY OF LAS VEGAS	R	RADIUS
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DIP	DUCTILE IRON PIPE	SD	STORM DRAIN
DR	DRIVE	SHT	SHEET
EG	EXISTING GRADE	ST	STREET
ELEC	ELECTRICAL	STLT	STREETLIGHT
EP	EDGE OF PAVEMENT	SNWA	SOUTHERN NEVADA WATER AUTHORITY
EX	EXISTING	SS	SANITARY SEWER
FF	FINISH FLOOR ELEVATION	ST	STREET
FG	FINISH GRADE	SW	SIDEWALK
FH	FIRE HYDRANT	TELE	TELEPHONE
HPG	HIGH PRESSURE GAS	TYP	TYPICAL
LN	LANE	USD	UNIFORM STANDARD DRAWING
LS	LANDSCAPE	VCP	VITRIFIED CLAY PIPE
		W	WATER

LEGEND

	EXISTING	PROPOSED
CONTOUR (1' INTERVAL)		
CONTOUR (5' INTERVAL)		
CENTERLINE		
RIGHT-OF-WAY		
PROPERTY LINE		
BOUNDARY LINE		
CURB AND GUTTER		
FENCE	X X X	X X X
POWER POLE		
STORM DRAIN W/MANHOLE		
SIDEWALK		
EDGE OF PAVEMENT		
FIRE HYDRANT		
SEWER LINE W/MANHOLE		
WATER LINE		
STREETLIGHT		

21-0599
09/29/2021

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

WLC L LENDING, LLC

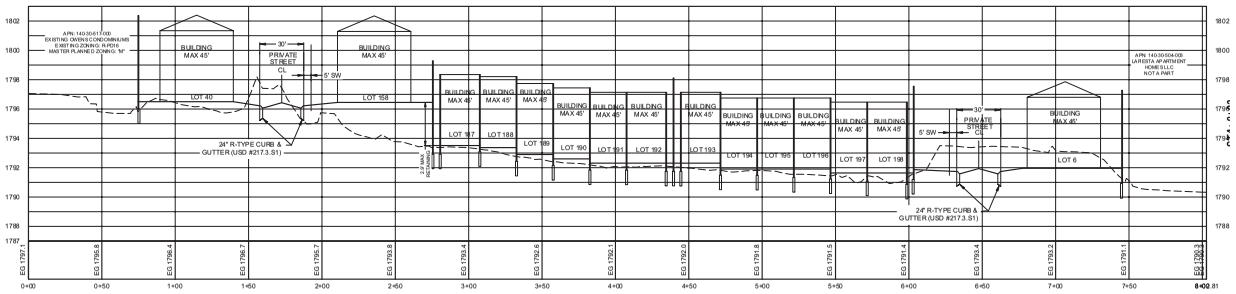
EST. 2000
TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
TENTATIVE MAP 2

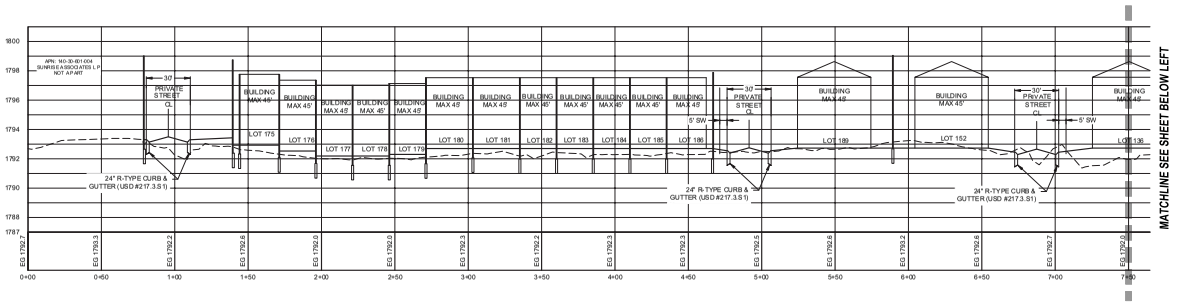
BRIAN E MYERS
Exp. 12-31-21
CIVIL
No. 23550
9/24/21

DATE: 9/24/2021
SCALE: 1"=40'
JOB NO: STR-19-003
DESIGNED BY: RG CHECKED BY: BM
SHEET NAME: TM2
SHEET NUMBER: 2 OF 2
CLV 000000

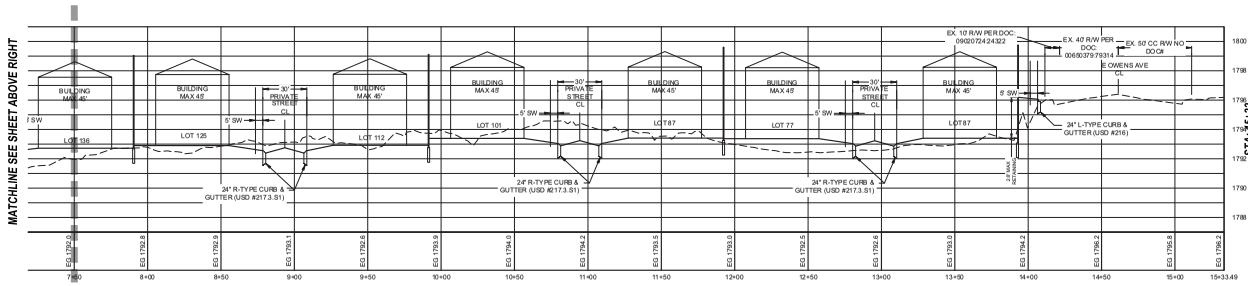
LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENGR\01 ENTITLEMENTS\DWGS\TM2\03_TM.DWG



A ***WEST TO EAST***
SECTION
NTS



B ***SOUTH TO NORTH***
SECTION
NTS



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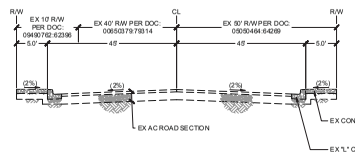
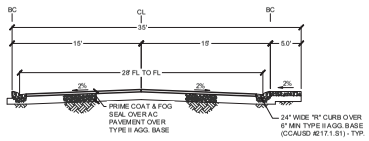
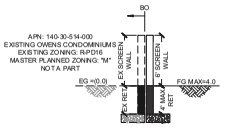
SECTION
NTS



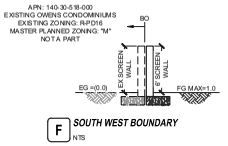
C ***E OWENS AVE***
EX. 100' PUBLIC RIGHT OF WAY W/ ATTACHED SIDEWALK
NTS



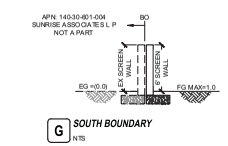
D ***35' PRIVATE RESIDENTIAL TYPICAL STREET***
PRIVATE RESIDENTIAL ST W/ SW ON ONE SIDES & ROLL CURB
NTS



E ***NORTH WEST BOUNDARY***
NTS



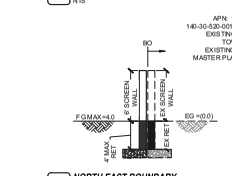
F ***SOUTH WEST BOUNDARY***
NTS



G ***SOUTH BOUNDARY***
NTS



H ***SOUTH EAST BOUNDARY***
NTS



I ***NORTH EAST BOUNDARY***
NTS

21-0599
Item 8D

City Council - Page 1199

LAST PLOT: Brian Myers
FILE NAME: S:\ACTIVE\STORYBOOK HOMES\STR-19-003 - LAMB & OWENS\ENG\01 ENTITLEMENTS\DWGS\TR003_TM.DWG

NO.	DESCRIPTION	BY	SH'TS	APPR.	DATE
	REVISIONS				

WLCL LENDING, LLC

EST. 2000

TANEY ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
6030 S. JONES BLVD
LAS VEGAS, NV 89118
(702) 362-8844
INFO@TANEYCORP.COM

LAMB & OWENS
A RESIDENTIAL SUBDIVISION
CROSS SECTIONS

BRIAN E. MYERS
Exp. 12-31-21
CIVIL
No. 23550

DATE:	9/24/2021
SCALE:	N/A
JOB NO:	STR-19-003
DESIGNED BY:	BEM
CHECKED BY:	BEM
SHEET NAME:	**CS1**
SHEET NUMBER:	1 OF 1
CLV	000000



21-0599-ZON1, 21-0599-VAR1 AND 21-0599-TMP1 - APPLICANT/OWNER: WLCL LENDING, LLC
SOUTH SIDE OF OWENS AVENUE, APPROXIMATELY 630 FEET WEST OF LAMB BOULEVARD

09/23/2021



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09/23/2021

TANEY ENGINEERING
6030 S. JONES BLVD. LAS VEGAS, NV 89118
PHONE: (702) 362-8844 | FAX: (702) 362-5233
TANEYCORP.COM

September 24, 2021

City of Las Vegas Planning
495 S Main Street
Las Vegas, NV 89101

Re: Owens & Lamb Justification Letter
Rezoning / Tentative Map
APNs: 140-30-503-001 & 002 and 140-30-520-017 thru 033

To Whom It May Concern:

On behalf of our client, WLCL Lending LLC, Taney Engineering is respectfully submitting a project description letter for a rezoning and tentative map application for a proposed 17.85 acres, 222 unit single-family residential subdivision.

Project Description:
The project is located on East Owens Ave., west of North Lamb Blvd. Currently the sites are zoned R-E Residence Estates District. We are requesting the site to be rezoned to R-TH Single Family Attached. The existing land-use is Medium Low Attached. Therefore, our zone change is conforming to the underlying land use.

The surrounding properties have the following zoning and land use designations:

West: Zoning - R-PD16 Landuse - Medium (up to 25.49 du/ac)
South: Zoning – R-MHP Landuse - Medium Low (up to 8.49 du/ac)
East: Zoning – R-PD9 & R-PD18 Landuse - Medium (up to 25.49 du/ac) & Medium Low (up to 8.49 du/ac)
North: CC Zoning – Manufactured Home Residential CC Landuse – Residential Suburban

The subdivision will have access to the site from Owens Avenue. There will be 2-car garages provided for each townhome. Perimeter landscaping is being provided along E. Owens Avenue per Title 19 Standards.

The homes will range in size from approximately 2,075 square feet to 3,105 square feet and will consist of two-story homes (height of two story homes will not exceed 45').

We are hopeful that this letter clearly describes the project and the intent of the proposed development. If you have any questions or require additional information, feel free to contact me via phone or email.

Sincerely,
Taney Engineering

Brian Myers, P.E.
Project Manager

21-0599
09/29/2021

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 09/29/2021 **Application Number** 21-0599-TMP1 **Entity** LV

Company Name Taney Engineering

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 362-8844 **Mobile** **Fax** **Email**

Project Name Lamb & Owens

Project Description 222 Single-Family Lots

APN's 140-30-503-001 and 002; and 140-30-520-017

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	222	x 0.166=	37	x 0.093 =	21	x 0.131 =	29
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			37		21		29

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
Diaz ES	4450 E. Owens Ave	K-5	757	650	3/1/2021
Monaco MS	1870 N. Lamont St	6-8	1561	1197	3/1/2021
Desert Pines HS	3800 Harris Ave	9-12	2439	3009	3/1/2021

*** CCSD Comments** Desert Pines HS was over capacity for the 2020-2021 school year. Desert Pines HS was at 123.37% of program capacity.

☐ Approved ☐ Disapproved

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

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CITY CLERK

2021 DEC 13 P 12:35

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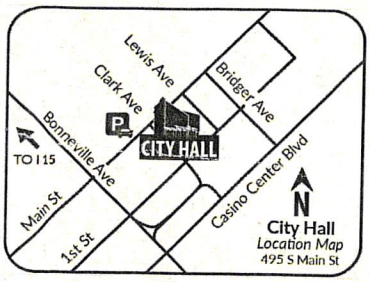


Scan or go to:
www.lasvegasnevada.gov/meetings

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.

21-0599
14030514020
MIN YOUNG IN
5649 E OWENS AVE
LAS VEGAS NV 89110

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Too Many New High Impact concentration of Homes
No Water available - Just Money for City, County & Nevada - STOP!!! Yim

Please use available blank space on card for your comments.

21-0599 and 21-0599-ZON1 and 21-0599-VAR1 and 21-0599-TMP1

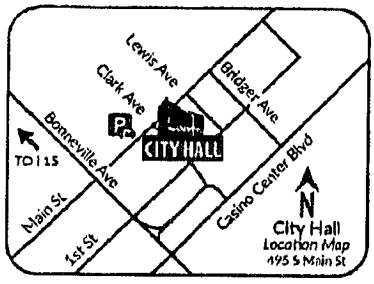
City Council Meeting of **12/15/2021**

13 JRDFNP1 89110

Submitted after final agenda

Date 12/13/2021 Item 42a-42c

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0599 and 21-0599-ZON1 and 21-0599-VAR1 and 21-0599-TMP1

City Council Meeting of **12/15/2021**

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Las Vegas, NV
Permit No. 1630

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CITY CLERK
2021 DEC 14 A 8:13

Because we have a water shortage we need to stop building. I don't care if there is housing shortages. We don't need more houses or apartments when we don't have enough water now. The Water Authority just said we are in a severe water shortage and we cannot be building to use more water. I am Opposing This Request

21_0599
14029201001
Occupant Space 249
Villa Borega Mobile Home Park
1111 North Lamb Boulevard
Las Vegas, Nevada 89110

Submitted after final agenda

Date 12/14/2021 Item 42a - 42c

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

Application Information

21-0599 - PUBLIC HEARING - APPLICANT/OWNER: WLCL LENDING, LLC - For possible action on the following Land Use Entitlement project requests on 17.85 acres on the south side of Owens Avenue, approximately 630 feet west of Lamb Boulevard (APNs 140-30-503-001 and 002; and 140-30-520-017 through 033), Ward 3 (Diaz).

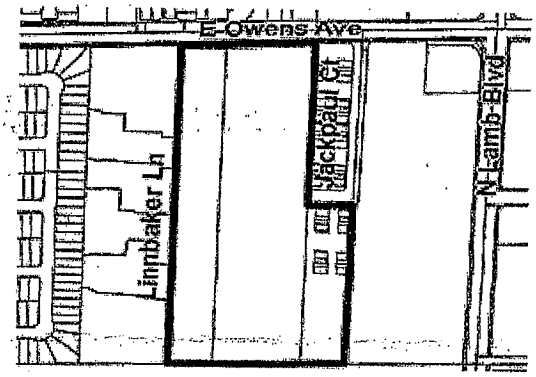
21-0599-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) AND R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) TO: R-TH (SINGLE FAMILY ATTACHED)

21-0599-VAR1 - VARIANCE - TO ALLOW STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED

21-0599-TMP1 - TENTATIVE MAP - LAMB & OWENS - FOR A 222-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

Passing this, is indication that the Planning Commission is Out of touch with Water Shortages in Clark County by Mismanagement of Southern Nevada Water Authority "Sold our "Excess Water" To California !!!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *11/09/2021*
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.

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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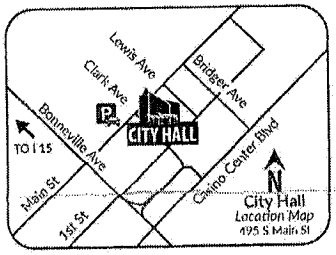
Official Notice of Public Hearing



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City of Las Vegas

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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.

21-0599 and 21-0599-ZON1 and 21-0599-VAR1 and 21-0599-TMP1

Planning Commission Meeting of **11/09/2021**

21-0599
14030514020
MIN YOUNG IN
5649 E OWENS AVE
LAS VEGAS NV 89110

Submitted after final agenda

37a-c P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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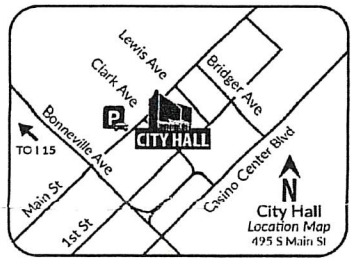

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Planning Commission Meeting of **11/09/2021**

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14030514020
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13 ARDFMP1 8910

Duplicate - Not Counted

37a-c P

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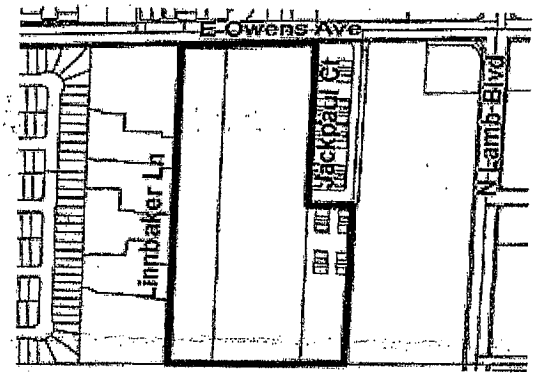

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495 South Main Street
Las Vegas, Nevada 89101

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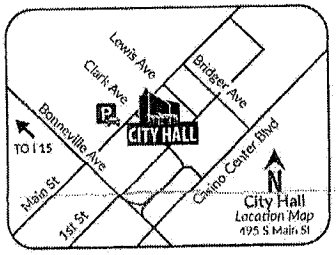

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21-0599 and 21-0599-ZON1 and 21-0599-VAR1 and 21-0599-TMP1

Planning Commission Meeting of **11/09/2021**

21-0599
14030514020
MIN YOUNG IN
5649 E OWENS AVE
LAS VEGAS NV 89110

Submitted after final agenda

37a-CP

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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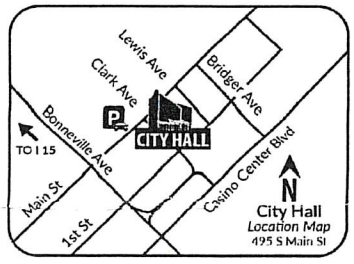
Official Notice of Public Hearing



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City of Las Vegas

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Planning Commission Meeting of **11/09/2021**

21-0599
14030514020
MIN YOUNG IN
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LAS VEGAS NV 89110

13 ARDFMP1 8910

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37a-c P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
42a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0599-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) AND R-PD9 (RESIDENTIAL PLANNED DEVELOPMENT - 9 UNITS PER ACRE) TO: R-TH (SINGLE FAMILY ATTACHED)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-1 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: December 15, 2021

Agenda Item No.:
42b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0599-VAR1 - VARIANCE - TO ALLOW STUB STREET TERMINATIONS WHERE CULS-DE-SAC OR HAMMERHEADS ARE REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
42c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0599-TMP1 - TENTATIVE MAP - LAMB & OWENS - FOR A 222-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL SUBDIVISION

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL.
The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
43

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
REPORTS AND PRESENTATIONS:

Report from Seth T. Floyd, Director of Community Development, regarding the inspection program for certain non-transient lodging properties, also known as the Hotel/Motel Rental Inspection Program (HMRIP)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
April 21, 2021, City Council approved the adoption of Ordinance 6776 that created an inspection program that focused on non-transient lodging hotels and motels. This report will highlight the initial results of the Hotel/Motel Rental Inspection Program.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation by Staff

Hotel/Motel Rental Inspection Program (HMRIP)

Department of Planning - Code Enforcement Division

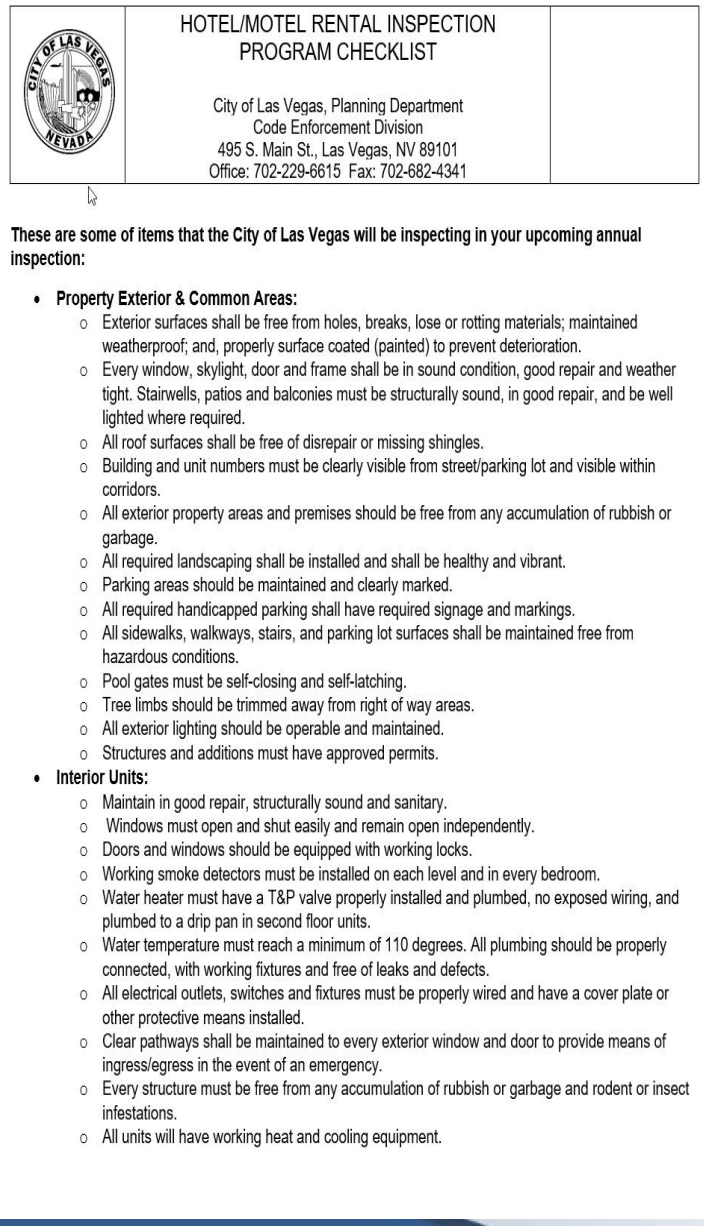
Submitted at Meeting
Date: 12/15/21 Item: 43
By Staff

Program Review



- Program Adopted by City Council 4/21/2021
- 36 Hotel/Motel Properties in HMRIP
- Total Units - 2286
- Applies to Hotel/Motels with Non-Transient Tenants
- Properties built 1981 or earlier

Program Review (continued)



HOTEL/MOTEL RENTAL INSPECTION
PROGRAM CHECKLIST

City of Las Vegas, Planning Department
Code Enforcement Division
495 S. Main St., Las Vegas, NV 89101
Office: 702-229-6615 Fax: 702-682-4341

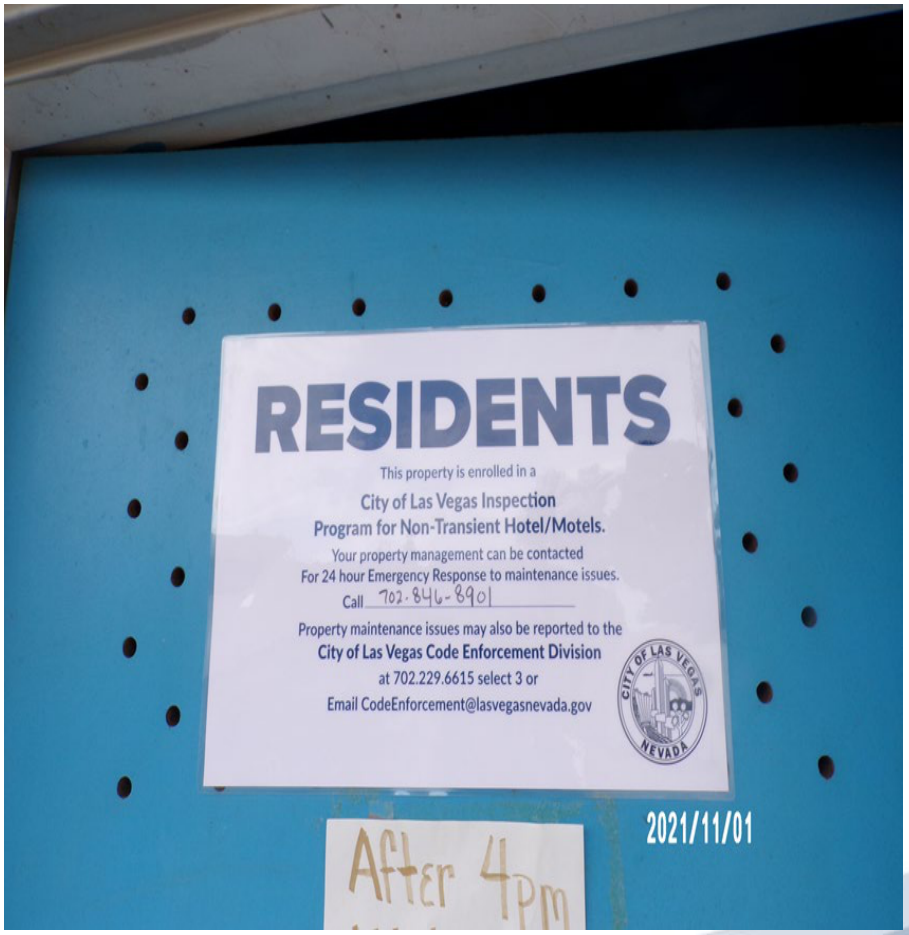
These are some of items that the City of Las Vegas will be inspecting in your upcoming annual inspection:

- **Property Exterior & Common Areas:**
  - Exterior surfaces shall be free from holes, breaks, lose or rotting materials; maintained weatherproof; and, properly surface coated (painted) to prevent deterioration.
  - Every window, skylight, door and frame shall be in sound condition, good repair and weather tight. Stairwells, patios and balconies must be structurally sound, in good repair, and be well lighted where required.
  - All roof surfaces shall be free of disrepair or missing shingles.
  - Building and unit numbers must be clearly visible from street/parking lot and visible within corridors.
  - All exterior property areas and premises should be free from any accumulation of rubbish or garbage.
  - All required landscaping shall be installed and shall be healthy and vibrant.
  - Parking areas should be maintained and clearly marked.
  - All required handicapped parking shall have required signage and markings.
  - All sidewalks, walkways, stairs, and parking lot surfaces shall be maintained free from hazardous conditions.
  - Pool gates must be self-closing and self-latching.
  - Tree limbs should be trimmed away from right of way areas.
  - All exterior lighting should be operable and maintained.
  - Structures and additions must have approved permits.
- **Interior Units:**
  - Maintain in good repair, structurally sound and sanitary.
  - Windows must open and shut easily and remain open independently.
  - Doors and windows should be equipped with working locks.
  - Working smoke detectors must be installed on each level and in every bedroom.
  - Water heater must have a T&P valve properly installed and plumbed, no exposed wiring, and plumbed to a drip pan in second floor units.
  - Water temperature must reach a minimum of 110 degrees. All plumbing should be properly connected, with working fixtures and free of leaks and defects.
  - All electrical outlets, switches and fixtures must be properly wired and have a cover plate or other protective means installed.
  - Clear pathways shall be maintained to every exterior window and door to provide means of ingress/egress in the event of an emergency.
  - Every structure must be free from any accumulation of rubbish or garbage and rodent or insect infestations.
  - All units will have working heat and cooling equipment.

- Property owners are given at least 21 days notice before inspections are completed.
- A checklist is provided on all items staff are inspecting.
- Owners are required to give tenants 24 hours notice of the inspection.

Program Review (continued)

- Property owners are required to install signs on every floor and in multiple common areas to advise tenants where to make complaints.
- Signs are provided to property owners free of charge.
- All properties to be provided signs by end of January 2022.



Program Review (continued)

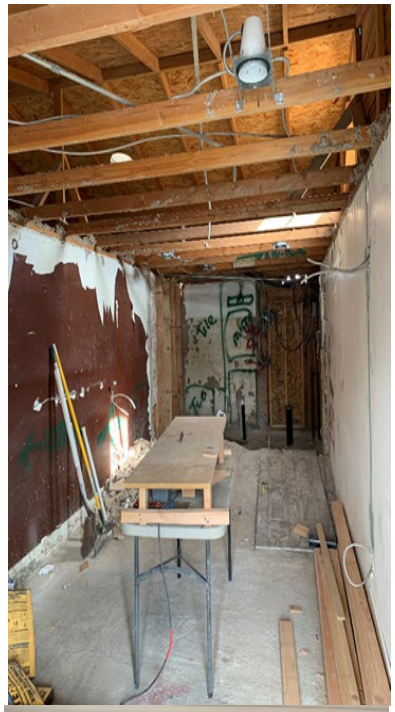
- Life safety violations are required to be resolved within **24 hours.**
- All other violations are given up to 30 days to be resolved depending on type of violation.
- If a property passes inspection without any major violations, the property will be re-inspected in two years so long as nothing major changes with the property.
  - Ownership change
  - Tenant Complaints
  - Request from other agencies to address issues or high calls for service.

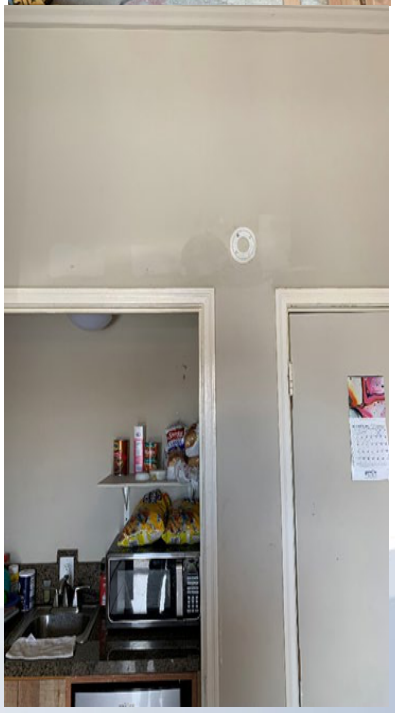
- Properties Inspected as of 12/15/2021- 5 (195 Units)
- Total Violations Identified: 168
- Life Safety Violations: 36
  - Correction Notices Issued: 4
    - 2 Properties have failed re-inspection

Inspection Results

5 Properties Inspected
Built from 1942 to 1977

- Ranging from 23 – 80 Units
- Initial Inspection Results
  - All Properties had missing or broken fire alarms
  - 3 Properties had remodel activity that require building permits
  - Many units missing bathroom lighting and/or exhaust fans
  - Water heaters installed without required permits
  - Hazardous electrical & plumbing violations verified
  - Water damage





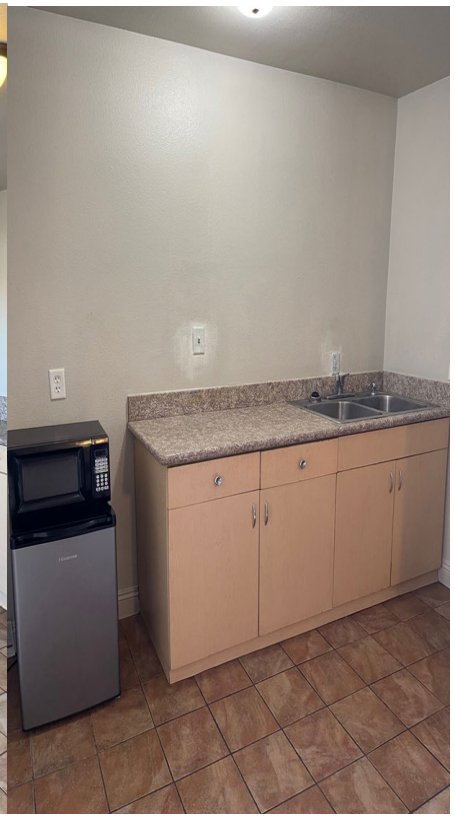
Example of a Well Maintained Property



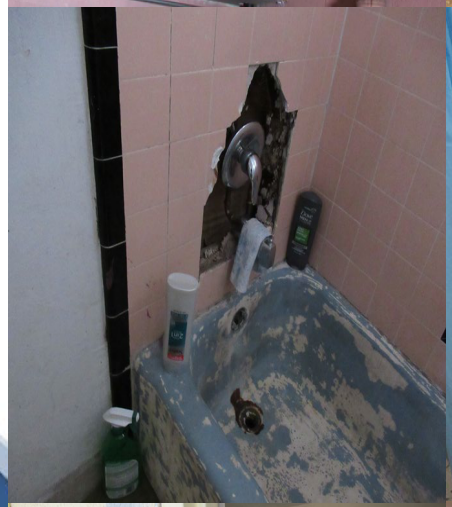
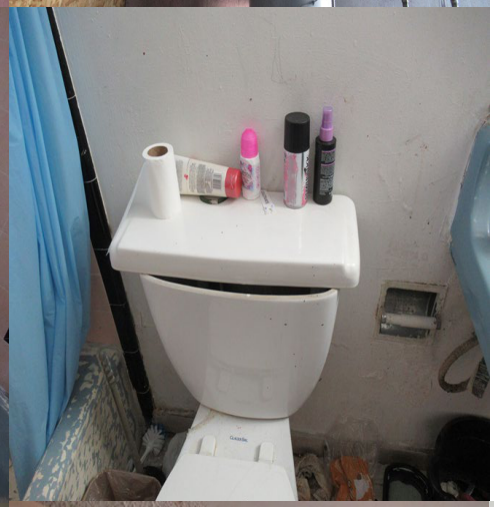
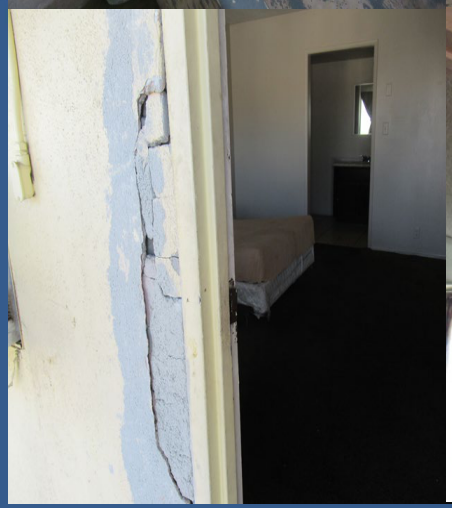












Example of Poorly Maintained Units

- Units failed due to various violations of:
  - Ceiling water damage
  - Non-working electrical outlets
  - Non-working bathroom exhaust fans
  - Dilapidated/damaged flooring
  - Holes in Walls
  - Unpermitted work
  - Poor repairs & maintenance

Program Goals

- To provide annual inspections to address livability violations.
- To make sure affordable housing units are safe, livable and maintained.
- Proactive program ensures tenants has safe housing, addressing violations without retaliation.
- To make sure landlords are aware of conditions in which appropriate maintenance should be completed.

Questions?

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
44

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Jorge Cervantes, City Manager, and Louis Molina, Director of Public Safety, regarding the contractual agreement for animal services in the City - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
An updated report regarding the contractual relationship between the city of Las Vegas and The Animal Foundation.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: December 15, 2021

Agenda Item No.:
45

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Set date on any appeals filed or required public hearings from the City Planning Commission Meetings and Dangerous Building or Nuisance/Litter Abatements.

AGENDA SUMMARY PAGE

City Council

Meeting of: December 15, 2021

Agenda Item No.:
46

DEPARTMENT: City Clerk

DIRECTOR: LuAnn Holmes

SUBJECT:

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

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
47

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

SUBJECT:
COUNCIL EMERGING ISSUES:

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

FISCAL IMPACT:
None

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

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: December 15, 2021

Agenda Item No.:
48

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 3 Announcements, Happy Holidays!, Holiday Safety Tips, Get Outdoors, Nevada Cedar Drain Trail Cleanup, Freed's Bakery Ribbon Cutting, Tony Hsieh's Community Celebration of Life, Ward 3 Public Safety Meeting, Winter Wonderland and Social Media Account Submitted by Councilwoman Diaz; Flyers for Serving Our Seniors, Connecting Our Community and Office Contact Information Submitted by Councilman Knudsen; Flyers for Polar Express at Cimarron Rose Submitted by Councilman Anthony; Flyers for Ward 5 Announcements, Historic Westside Legacy Park, Shaq Courts Doolittle Complex, Toy Drive Mario's Market, Happy Holidays, Ward 5 Newsletter and Stay Connected Submitted by Councilman Crear; and Flyers for Ward 2 Announcements, Ward 2 Holiday Mingle Photo, Animal Foundation Pet Adoptions, Small Business Saturdays, Breakfast Buzz and Ward 2 Biz, Office Contact Information and Social Media Accounts Submitted by Councilwoman Seaman

WARD 3



Councilwoman Olivia Díaz

City Council
December 15, 2021

Submitted at Meeting
Date: 12/15/21 Item: 48
By Staff

WARD 3
PSA

HAPPY HOLIDAYS!



City Council
December 15, 2021

WARD 3
PSA

HOLIDAY SAFETY TIPS

HOLIDAY CRIME PREVENTION TIPS

Out & About:

- Shop with a friend.
- Do not leave gifts, valuables, etc. in your car in plain sight. Place all items in trunk BEFORE you get to your next location.
- Be aware of your surroundings.
- Park in well-lit areas at night.
- Do not be distracted while walking to and from your car.
- Have your car keys out when leaving the store so you are not caught searching for them.
- Do not keep large amounts of cash on your person. Credit card is best!

In your Home:

- Keep doors and windows locked at all times.
- Place tree and gifts where they can not be seen from outside.
- Do not ignore a knock at your door. Acknowledge them through the door and do not open for strangers.
- Break down empty boxes (TV's, computers) and make sure they fit in your trash cans. Do not place beside them.

Out of Town:

- Have your home looked after by a trusted neighbor, friend or family member.
- Ask a neighbor to pick up your packages that are left at your front door or have them sent to the post office.
- Place lights on timers so they turn on when you would normally be home.

CONSEJOS PARA LA PREVENCIÓN DEL CRIMEN DURANTE LOS DIAS FESTIVOS

Afuera del Hogar:
•Vaya de compras con un amiga/o.
•No deje regalos, objetos de valor, etc. en su automóvil a la vista. Coloque todos los artículos en la cajuela ANTES de llegar a su próxima ubicación.
•Tenga cuidado de su alrededor.
•Estacione en áreas bien iluminadas durante la noche.
•No se distraiga mientras camina hacia y desde su automóvil.
•Saque las llaves del auto cuando salga de la tienda para que no le atrapen mientras esta buscándolas.
•No guarde grandes cantidades de efectivo en su persona. ¡La tarjeta de crédito es mejor!

En Su Hogar:
•Mantenga las puertas y ventanas cerradas.
•Coloque árboles y regalos donde no se puedan ver desde afuera.
•No ignore si le tocan la puerta. Responda por detrás de su puerta y no le abra a extraños.
•Descomponga las cajas vacías (televisores, computadoras) y asegúrese de que quepan en sus botes de basura. No coloque cajas al lado de ellos donde se pueda ver que son.

Fuera de la ciudad:
•Pídale que su hogar sea cuidado por un vecino, amigo o familiar de confianza.
•Pídale a un vecino que recoja sus paquetes que quedan en la puerta de su hogar o que los envíe a la oficina de correo.
•Coloque luces en temporizadores para que se enciendan cuando normalmente estaría en su hogar.

City Council
December 15, 2021

WARD 3

Past Events

December 4th

GET OUTDOORS NEVADA CEDAR DRAIN TRAIL CLEANUP

Thank you to the volunteers that helped us pick up 86.3 pounds of trash!



City Council
December 15, 2021

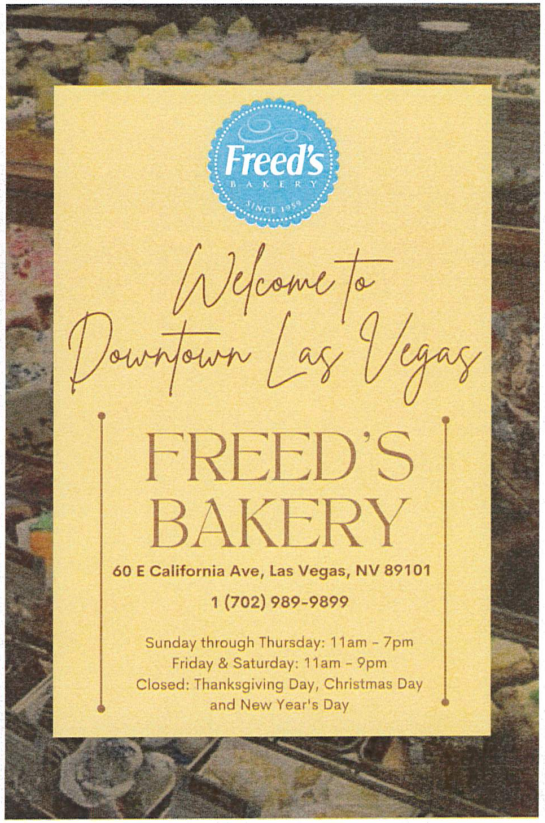
WARD 3

Past Events

December 9th

FREED'S BAKERY RIBBON CUTTING





CITY OF LAS VEGAS NEVADA

City Council
December 15, 2021

WARD 3

Past Events

December 11th

TONY HSIEH'S COMMUNITY CELEBRATION OF LIFE





City Council
December 15, 2021

WARD 3
Past Events
December 14th

WARD 3 PUBLIC SAFETY MEETING





CITY OF LAS VEGAS NEVADA

City Council
December 15, 2021

WARD 3

Upcoming Events

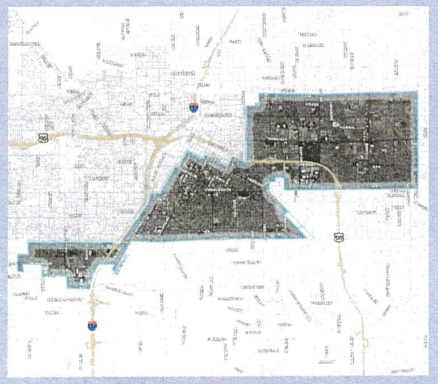
December 17th

WINTER WONDERLAND



City Council
December 15, 2021

WARD 3





Councilwoman Olivia Díaz

ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv

City Council
December 15, 2021

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

Serving Our Seniors

#TeamKnudsen had a great time helping deliver meals and raffle prizes to Clark Towers, a senior community in the City of Las Vegas. We look forward to future partnerships!

Happy Holidays to our friends in Las Vegas - Ward 1!



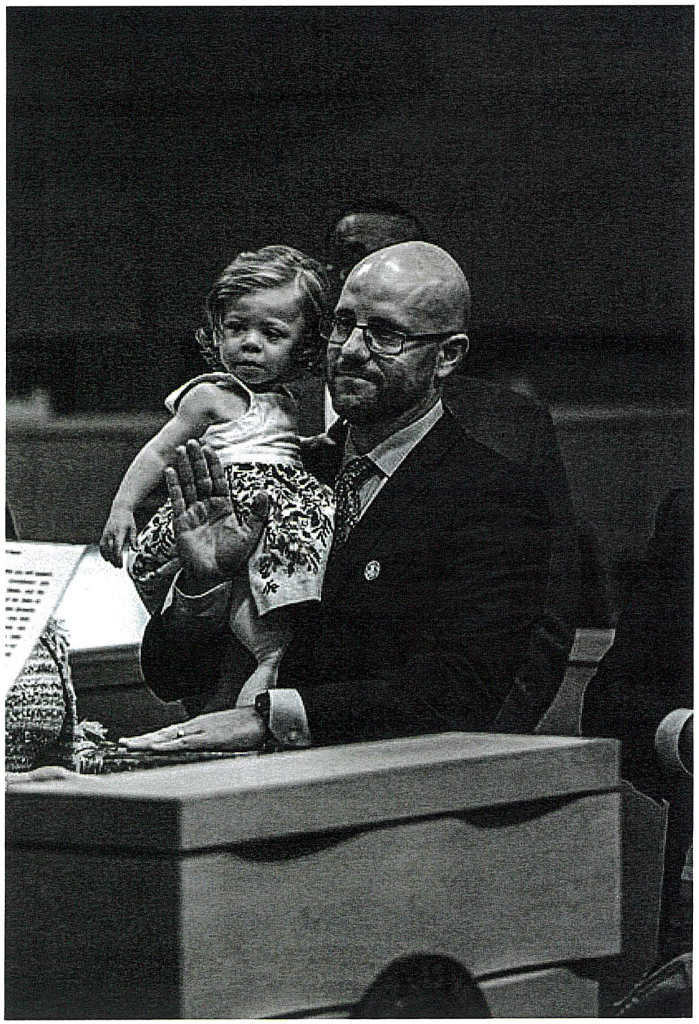
Las Vegas City Councilman Brian Knudsen - Ward 1 Events

Connecting Our Community

This week, #TeamKnudsen looks forward to providing holiday meals, COVID-19 booster vaccinations, and partnerships to our senior residents at Stella Fleming Towers.

Thank you to our partners at Nevada HAND and the Asian Community Development Council in helping us make this event a success!





Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov
Call: 702-493-1547
Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

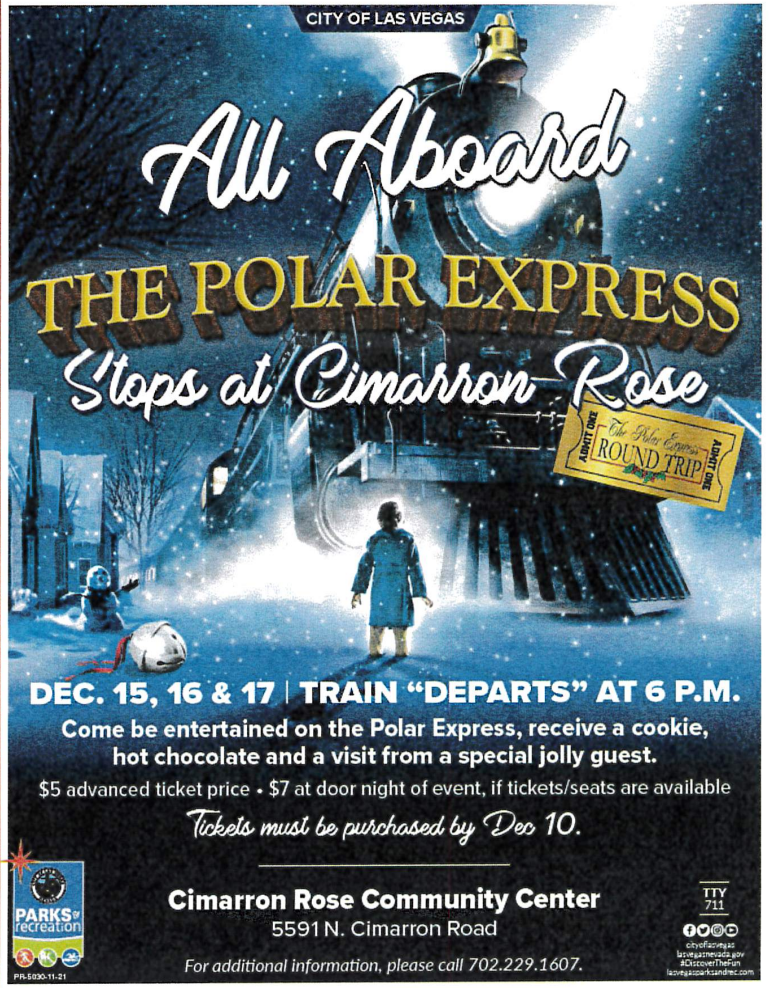
Ward 4 Council Announcements

Polar Express

December 15, 16 & 17

ticket purchase $7 at door night of the event

lasvegasnevada.gov





COUNCILMAN

CEDRIC CREAR
WARD 5



HISTORIC WESTSIDE LEGACY PARK

1600 Mt. Mariah Dr.

Saturday, December 4

2



Shaq Courts
Doolittle Complex

Thank you:
Shaquille O'Neal
Foundation
Icy Hot
Howard Hughes Corp.
Mayor's Fund for LIFE



Toy Drive Mario's Market

1960 Martin Luther King, Jr. Blvd.


Happy Holidays
from
Councilman Cedric Crear
and the Ward 5 staff

WARD 5 NEWSLETTER

Email

Tanya Jackson-Renter

tjackson@lasvegasnevada.gov

or call

Office: 702-229-5443



S T AY CONNECTED

With Councilman Cedric Crear
On Social Media

Twitter:	@cedriccrear
Instagram:	Councilman Crear
Facebook:	Councilman Cedric Crear


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
December 15, 2021
SUMMERLIN

WARD 2

Ward 2

Holiday Mingle

Aromi

Restaurant

Dec. 9th

2021



WARD 2

Animal Foundation Pet Adoptions



BENSON
ID # A1204950
Arrived: 11/06/2021

Male
Age: 7 Years
Weight: 77 lbs

WARD 2

Animal Foundation Pet Adoptions



FATTY

ID # A1150476
Arrived: 12/01/2021

Male Neutered
Age: 7 Years
Weight: 17 lbs

WARD 2

Animal Foundation Pet Adoptions



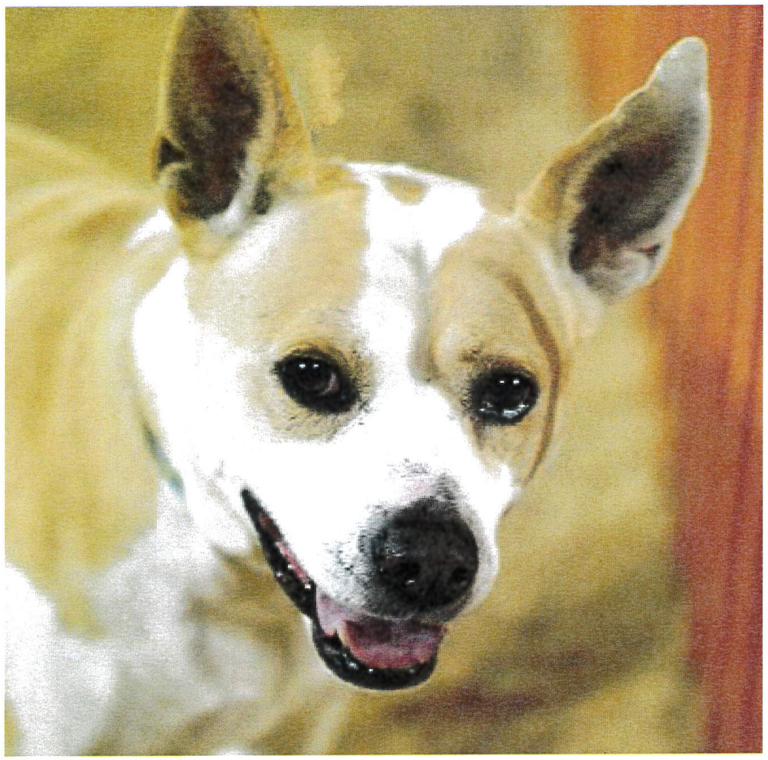
HALO

ID # A1202568
Arrived: 10/15/2021

Male Neutered
Age: 5 Years
Weight: 49 lbs

WARD 2

Animal Foundation Pet Adoptions



MAGGIE

ID # A1202585

Arrived: 11/12/2021

Female Spayed

Age: 6 Years

Weight: 58 lbs

WARD 2

Animal Foundation Pet Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Breakfast
BUZZ
& Ward 2 Biz
Saturday,
Jan. 8
9–10 a.m.
Charlies's Lakeside | 8603 W. Sahara Ave.
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
Please no solicitations during this time.
TTY
7-1-1

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov


PLEASE FOLLOW US
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@VictoriaSeaman