City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 400 STEWART AVENUE · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: OSCAR B. GOODMAN, MAYOR (At-Large)
COUNCILMAN GARY REESE, MAYOR PRO TEM (Ward 3)
STEVE WOLFSON (Ward 2), LOIS TARKANIAN (Ward 1), STEVEN D. ROSS (Ward 6)
RICKI Y. BARLOW (Ward 5), DAVID W. STEINMAN (Ward 4 – Interim)

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. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. The City's TDD number is 386-9108.

May 6, 2009

Morning Session begins at 9:00 a.m.
Afternoon Session begins at 1:00 p.m.

ALL ITEMS ON THIS AGENDA ARE SCHEDULED FOR ACTION UNLESS SPECIFICALLY NOTED OTHERWISE.

THESE PROCEEDINGS ARE BEING VIDEO RECORDED AS WELL AS PRESENTED LIVE ON KCLV, CABLE CHANNEL 2, AND ARE CLOSED CAPTIONED FOR OUR HEARING IMPAIRED VIEWERS. THE COUNCIL MEETING, AS WELL AS ALL OTHER KCLV PROGRAMMING, CAN BE VIEWED ON THE INTERNET AT www.kclv.tv. 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 1:00 PM.

DUPLICATE AUDIO CD'S AND DUPLICATE AUDIO/VIDEO DVD'S MAY BE AVAILABLE AT A COST OF $5.00 EACH THROUGH THE CITY CLERK'S OFFICE.

NOTE: CELLULAR PHONES ARE TO BE TURNED OFF DURING THE COUNCIL MEETING.

CEREMONIAL MATTERS

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. INVOCATION – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

4. PLEDGE OF ALLEGIANCE

5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – COUNCILMAN, WARD 2; COUNCILMAN, WARD 6; MUNICIPAL COURT JUDGE, DEPARTMENT 1; MUNICIPAL COURT JUDGE, DEPARTMENT 4; AND MUNICIPAL COURT JUDGE, DEPARTMENT 6

6. RECOGNITION OF THE CITIZEN OF THE MONTH

7. RECOGNITION OF HISTORIC PRESERVATION MONTH

8. RECOGNITION OF ASIAN-PACIFIC AMERICAN HERITAGE MONTH

BUSINESS ITEMS - MORNING

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

10. Approval of the Final Minutes by reference of the Special Joint City Council and Planning Commission meeting of March 23, 2009, the Special Joint City Council and Redevelopment Agency Budget Workshop meeting of March 30, 2009 and the regular City Council meeting of April 1, 2009

CONSENT AGENDA

MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE AND HAVE BEEN RECOMMENDED FOR APPROVAL BY THE SUBMITTING DEPARTMENTS. ALL ITEMS ON THE CONSENT AGENDA MAY BE APPROVED IN A SINGLE MOTION. HOWEVER, IF A COUNCIL MEMBER SO REQUESTS, ANY CONSENT ITEM MAY BE MOVED TO THE DISCUSSION PORTION OF THE AGENDA AND OTHER ACTION, INCLUDING POSTPONEMENT OR DENIAL OF THE ITEM, MAY TAKE PLACE.

ADMINISTRATIVE - CONSENT

11. Approval to authorize the president of City Parkway V, Inc., a Nevada non-profit corporation, to execute the Quitclaim Deed to Remise, Release and Quitclaim certain real property commonly known as Parcel H/I to the City of Las Vegas, a political subdivision of the State of Nevada, located northeast of the intersection of Bonneville Avenue and Grand Central Parkway - Ward 5 (Barlow)

FIELD OPERATIONS - CONSENT

12. Approval of a Lease Agreement between the City of Las Vegas and Robert Humphreys for use of the residence at Floyd Lamb Park at Tule Springs located at 9200 Tule Springs Road (Estimated monthly revenue $925) - Ward 6 (Ross)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

13. Approval to renew an Interlocal Agreement for Coordination of Franchise-Related Activities with Clark County, Henderson, North Las Vegas and Boulder City ($45,000 - General Fund) - All Wards

14. Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

15. Approval of a Special Event Beer/Wine License for Boricua Association of Las Vegas, Location: Sammy Davis Jr. Plaza - Lorenzi Park, 720 Twin Lakes Drive, Date: May 24, 2009, Type: Special Event Beer/Wine, Event: 11th Annual Memorial Day Puerto Rican Festival, Responsible Person in Charge: Hector Pelaez - Ward 5 (Barlow)

16. Approval of a Special Event Beer/Wine License for Brotherhood and Welfare Fund, Location: IBEW Building, 4322 East Bonanza Road, Date: May 9, 2009, Type: Special Event Beer/Wine, Event: Harley and Hot Rods Poker Run, Responsible Person in Charge: Anthony C. Napolitano - Ward 3 (Reese)

17. Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: E & T Produce Company, LLC, William J. Miguel, Mmbr 25%, Constantino Miguel, Mmbr, 25%, and Aner J. Iglesias, Mmbr, 50%, To: King Ranch Markets, Inc., dba King Ranch #6, 840 North Decatur Boulevard, 1993 Miguel Family Trust, 75%, Constantino Miguel, Pres, Co-Trustee and Alice Miguel, Co-Trustee and William P. Miguel, Secy, Treas, 25% - Ward 5 (Barlow)

18. Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: E & T Produce Company, LLC, William J. Miguel, Mmbr 25%, Constantino Miguel, Mmbr, 25%, and Aner J. Iglesias, Mmbr, 50%, To: King Ranch Markets, Inc., dba King Ranch #8, 755 North Nellis Boulevard, 1993 Miguel Family Trust, 75%, Constantino Miguel, Pres, Co-Trustee and Alice Miguel, Co-Trustee and William P. Miguel, Secy, Treas, 25% - Ward 3 (Reese)

19. Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: E & T Produce Company, LLC, William J. Miguel, Mmbr 25%, Constantino Miguel, Mmbr, 25%, and Aner J. Iglesias, Mmbr, 50%, To: King Ranch Markets, Inc., dba King Ranch #9, 1570 North Eastern Avenue, 1993 Miguel Family Trust, 75%, Constantino Miguel, Pres, Co-Trustee and Alice Miguel, Co-Trustee and William P. Miguel, Secy, Treas, 25% - Ward 3 (Reese)

20. Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale license subject to Health Dept. regulations, Calvino & Calvino-Remon, dba From: Mamacitas Mexican & Cubana Food, To: Mamitas Mexican and Cuban Food Restaurant, 611 Fremont Street, Suite 1, Maria Calvino, 100% jointly with spouse and Josemil Calvino-Remon, 100% jointly with spouse - Ward 5 (Barlow)

21. Approval of a Rescission of the January 7, 2009 City Council action for a Change of Business Name and Entity Conversion of a Tavern License, From: Santa Fe Station, Inc., dba Santa Fe Station, To: Santa Fe Station, LLC, dba Santa Fe Station Hotel & Casino, 4949 North Rancho Drive, Station Casinos, Inc., 100%, Kevin Kelly, Pres, Dir, Scott Neilson, Sr VP, Richard Haskins, Sr VP, Secy, and Thomas Friel, Sr VP, Treas - Ward 6 (Ross)

22. Approval of a Rescission of the January 7, 2009 City Council action for a new Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Santa Fe Station, LLC, dba Santa Fe Station Hotel & Casino, 4949 North Rancho Drive, Station Casinos, Inc., 100%, Kevin Kelly, Pres, Dir, Scott Neilson, Sr VP, Richard Haskins, Sr VP, Secy, and Thomas Friel, Sr VP, Treas - Ward 6 (Ross)

23. Approval of a Change of Business Name for a Martial Arts Instruction License, Michael Evans, dba From: Desert Sun Tae Kwon Do, To: Master Evans Mixed Martial Arts (MEMMA), 11035 Calder Avenue, Michael Evans, Owner, 100% - Ward 2 (Wolfson)

24. Approval of new Psychic Arts and Science License, Tracy Taylor, dba Tracy Taylor, 6848 West Charleston Boulevard, Tracy Taylor, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

25. Approval of a Special Event Beer/Wine License for A Time in History, Inc., Location: 713 Stewart Avenue, Dates: May 14 - 17, 2009, Type: Special Event Beer/Wine, Event: Helldorado Rodeo Event, Responsible Person in Charge: Lori Yerger - Ward 5 (Barlow)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

26. Approval of award of Agreement No. 090171-LD, Geotechnical Evaluation and Geophysical Survey Agreement for Regional Public Safety Complex located at Deer Springs Way and Alpine Ridge Way - Department of Public Works - Award recommended to: NINYO AND MOORE ($67,000 - Multipurpose Special Revenue Fund) - Ward 6 (Ross)

27. Approval of revision to Purchase Order No. 250783, Legal Representation for Union Park Development Matters located at 100 South Grand Central Parkway - APN 193-34-110-006 - City Parkway V, Inc. - Award recommended to: THE ROSENFELD LAW GROUP ($100,000 - City Parkway V Operating Fund) - Ward 5 (Barlow)

28. Approval of award of Contract No. 090140-CW, Professional Annual Audit Services for the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2009, 2010 and 2011 - Department of Finance and Business Services - Award recommended to: KAFOURY, ARMSTRONG & CO. ($552,000 - General Fund and Las Vegas Redevelopment Agency General Fund)

29. Approval of award of Agreement No. 090174-LD, Program Consulting Services Agreement for RMP-CAPP (Risk Management Plan-Chemical Accident Prevention Program) 2009 for the Water Pollution Control Facility (WPCF) located at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: ANGELO & NEWTON LLC ($458,865 - Sanitation Enterprise Fund) - County

30. Approval of First Amendment to Agreement No. 080197-DC, Engineering Design Services for the Large Diameter Pipeline Assessment Program: 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, LTD. ($988,814.52 - Sanitation Enterprise Fund) - All Wards

31. Approval of award of Contract No. 080166-TB, Equestrian Concession located at Floyd Lamb Park at Tule Springs, 9200 Tule Springs Road - Department of Leisure Services - Award recommended to: LAS VEGAS CARRIAGE, LLC (minimum revenue of $3,600 annually) - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

32. Approval of an Encroachment Request from CVL Consultants, Incorporated, on behalf of Gilcrease Well Corporation, developer (Racel Street and Cimarron Road) - Ward 6 (Ross)

33. Approval of an Encroachment Request from Larry D. Thomas and Nerissa L. Thomas, owners (northeast corner of Duncan Drive and Rancho Drive) - Ward 6 (Ross)

34. Approval of a Sewer Connection Agreement with WRG Design on behalf of Las Vegas LTC Properties, LLC, owner and an Interlocal Contract with Clark County Water Reclamation District for sewer services located at the northwest corner of Regena Avenue and Fort Apache Road, APN 125-30-502-010 - County (near Ward 6 - Ross)

35. Approval of a Sewer Connection Agreement with Samuel Newberry, owner and an Interlocal Contract with Clark County Water Reclamation District for sewer services located north of Vegas Drive and east of Valley Drive, APN 139-19-811-049 - County (near Ward 5 - Barlow)

36. Approval of a Sewer and Horse Trail Improvements Agreement with D.R. Horton, Inc., developer, for the construction and installation of sewer and horse trail improvements within Tule Springs at Floyd Lamb State Park - Ward 6 (Ross)

37. Approval of Contract No. 461d between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to provide fiber optic communication trunk lines across major roads within the ITS Communication Infrastructure project - All Wards and County

38. Approval of Contract No. 500a between the City of Las Vegas, the City of North Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date for the development, design and deployment of arterial incident and event management systems in the Craig Road and Las Vegas Boulevard corridors within the arterial incident and event management system project - Ward 6 (Ross), North Las Vegas and County

39. Approval of Contract 515d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date for various street improvements associated with the Arterial Restoration and Preservation projects, fiscal year 2006 and arterial network pavement evaluation - All Wards

40. Approval of Contract No. 536a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date for improvements associated with the Annual Restoration and Preservation projects, fiscal year 2007 - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

41. Approval of Interlocal Agreement 113444 between the City of Las Vegas and the Las Vegas Valley Water District for water services at the Neon Boneyard Park project located east of Las Vegas Boulevard and north and south of McWilliams Avenue ($17,339 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Barlow)

42. Approval of a Rule 9 Non-Refundable Construction Agreement with Nevada Power Company (NV Energy) for the extension of existing power facilities to provide power for improvements associated with the Freedom Park Renovation project located at 850 N. Mojave Road ($27,333 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

43. Approval of Amendment Number 4 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications ($35 an hour/estimated $1,000 a year - Revolving Special Improvement District Fund) - All Wards

RESOLUTIONS - CONSENT

44. R-26-2009 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road) ($63,517 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

45. R-27-2009 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

46. R-28-2009 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

47. R-29-2009 - Approval of a Resolution to adopt policy regarding recycled water utilization in Southern Nevada - All Wards

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

48. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4830 Kansas Avenue in the amount of $3,956 (General Fund) and assess a maximum of $69,550 in daily civil penalties. PROPERTY OWNER: LUIZA PAIRICH - Ward 1 (Tarkanian)

49. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 5913 West Washington Avenue in the amount of $3,314.35 (General Fund) and assess a maximum of $51,550 in daily civil penalties. PROPERTY OWNER: ARMAN DAVTYAN - Ward 1 (Tarkanian)

50. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4701 Alpine Place in the amount of $1,150 (General Fund) and assess a maximum of $62,350 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS – C/O REO DEPT - Ward 1 (Tarkanian)

51. Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 2200 West Washington Avenue in the amount of $3,199.35 (General Fund) and assess a maximum of $37,050 in daily civil penalties. PROPERTY OWNER: A C A B ENTERPRISES INC – C/O C. BANKSTON - Ward 5 (Barlow)

52. Hearing to consider a request for a waiver and/or reduction of civil penalties for the property located at 5041 North Cimarron Road in the amount of $70,550. PROPERTY OWNER: BANK WASHINGTON MUTUAL/JP MORGAN CHASE - Ward 4 (Steinman)

ADMINISTRATIVE - DISCUSSION

53. Discussion and possible action concerning the status of the 2009 legislative issues - All Wards

54. Discussion and possible action regarding the Second Amended And Restated Agreement To Design, Construct And Lease A Performing Arts Center by and among Las Vegas Performing Arts Center Foundation, a Nevada non-profit corporation, City Parkway V, Inc., a Nevada not-for-profit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, for the site commonly known as Parcel H/I on Union Park, located north of the intersection of Bonneville Avenue and Grand Central Parkway - Ward 5 (Barlow)

ADMINISTRATIVE SERVICES - DISCUSSION

55. Report and possible action by a representative from the Southern Nevada Health District regarding the outbreak of swine flu - All Wards

CITY ATTORNEY - DISCUSSION

56. Discussion and possible action to ratify retainer of Lewis and Roca and Daniel Polsenberg as outside counsel to represent the City in all matters stemming from litigation relating to the Las Vegas Taxpayer Accountability Committee; Las Vegas Redevelopment Reform Committee, et al., v. City Council of Las Vegas, et al., and Culinary Workers Union Local 226, et al v. City Council of Las Vegas, et al.

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES DISCUSSION

57. Discussion and possible action regarding Temporary Approval of a Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Vallone Becker Enterprises, LLC, John P. Vallone, Mgr, William E. Becker, Mgr, Leisure Investments, Inc., Mmbr, 100%, John P. Vallone, Dir, VP, William E. Becker, Dir, Pres, Michele M. La Count, Dir, Secy, and Kelly C. Preuss, Dir, Treas, To: Silver Saddle, Inc., dba Bogey's Bar & Grill, 7770 West Ann Road, Saeed Shakeri, Pres, Secy, Treas, Dir - Ward 6 (Ross)

58. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Silver Saddle, Inc., dba Bogey's Bar & Grill, 7770 West Ann Road, Saeed Shakeri, Pres, Secy, Treas, Dir, Saeed Shakeri 2008 Gaming Trust, 100%, Saeed Shakeri, Trustee, 100% Shareholder - Ward 6 (Ross)

59. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, Krazy Sushi, Inc., dba Krazy Sushi, 7160 North Decatur Boulevard, Suite 140, Doo Yong Jung, Pres, Dir, 50% and Ji Haeng Hur, Secy, Treas, 50% - Ward 6 (Ross)

60. Discussion and possible action regarding Temporary Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Sam Sadek Yousif, Owner, 100%, To: Bidi Family Corp, dba Liquor Stop 1, 865 North Lamb Boulevard, Suite 2, Kalid Bidi, Pres, Dir, Raid Bidi, Secy, Dir, and Salwan Bidi, Treas, Dir - Ward 3 (Reese)

61. Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Bidi Family Corp, dba Liquor Stop 1, 865 North Lamb Boulevard, Suite 2, Kalid Bidi, Pres, Dir, Raid Bidi, Secy, Dir, and Salwan Bidi, Treas, Dir - Ward 3 (Reese)

62. Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes, LL & Q Base, LLC, dba Tokyo Sushi House, 10040 West Cheyenne Avenue, Suite 150, Yujun Wang, Mgr, 100% - Ward 4 (Steinman)

63. Discussion and possible action regarding a Change of Location for an Astrology License and a Psychic Arts and Science License subject to the provisions of the planning codes, Annie Phillips, dba Annie Phillips, From: 216 South 7th Street, Suite 13, To: 2801 South Valley View Boulevard, Suite 13, Annie Phillips, Owner, 100% - Ward 1 (Tarkanian) [NOTE: Item to be heard in the afternoon session in conjunction with Item 132 - SUP-33604]

64. Discussion and possible action regarding Temporary Approval of a Change of Business Name and Change of Ownership for a Locksmith License, From: A B C Locksmiths, Inc., dba A B C Locksmiths, Inc., Rebecka L. Caster, Dir, Pres, Secy, Treas, 100%, To: NK Enterprises, Inc., dba A B C Locksmiths, 3981 West Sunset Road, Suite E, Nir Kaufman, Pres, Secy, Treas, Dir, 100% - County

65. Discussion and possible action regarding Temporary Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Speedy Locksmith & Key, Inc., dba Able Lock & Key, 1913 East Charleston Boulevard, Sonia I. Osbourne, Pres, Secy, Treas, 100% - Ward 3 (Reese)

66. Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Bargain Hunters, LLC, dba Bargain Hunters, 1200 South Rainbow Boulevard, Stacy Luxenberg, Mgr, 100% - Ward 1 (Tarkanian) [NOTE: Item to be heard in the afternoon session in conjunction with Item 131 - SUP-33388]

67. Discussion and possible action for rescission of City Council action taken on March 18, 2009 for a Change of Business Name and a Change of Ownership for a Tavern License and a Restricted Gaming License, From: Buffalo Investments, Inc., dba Roadrunner Saloon Buffalo, To: Golden RR Buffalo 1, LLC, dba Roadrunner Saloon, 921 North Buffalo Drive, Golden Tavern Group, LLC, 100%, Golden Gaming, Inc., 100%, Blake L. Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP, The Blake L. Sartini and Delise F. Sartini Family Trust, 100%, Delise F. Sartini, Trustee, Beneficiary and Blake L. Sartini, Trustee, Beneficiary - Ward 4 (Steinman)

68. Discussion and possible action for rescission of City Council action taken on March 18, 2009 for a Change of Business Name and a Change of Ownership for a Tavern License and a Restricted Gaming License, From: True West Investments, Inc., dba Roadrunner Centennial, To: Golden RR Centennial 4, LLC, dba Roadrunner Saloon, 5990 Centennial Center Boulevard, Golden Tavern Group, LLC, 100%, Golden Gaming, Inc., 100%, Blake L. Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP, The Blake L. Sartini and Delise F. Sartini Family Trust, 100%, Delise F. Sartini, Trustee, Beneficiary and Blake L. Sartini, Trustee, Beneficiary - Ward 6 (Ross)

69. Discussion and possible action regarding a Six Month Review of a Psychic Arts and Science License, Psychic Solutions, LLC, dba Psychic Solutions, 2925 West Sahara Avenue, Angie Marks, Managing Mmbr, 50% and Stephanie Marks, Managing Mmbr, 50% - Ward 1 (Tarkanian)

70. Discussion and possible action regarding a Six Month Review of a Psychic Arts and Science License, Helen Adams, dba Tarot Card Readings, 4921 Alta Drive, Helen Adams, 100% - Ward 1 (Tarkanian)

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS DISCUSSION

71. Discussion and possible action regarding award of Agreement No. 09-25557, Owner-CMAR (Construction Manager At Risk) Agreement, The Smith Center for the Performing Arts, located on Discovery Drive in Union Park and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THE WHITING-TURNER CONTRACTING COMPANY ($245,980,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

NEIGHBORHOOD SERVICES - DISCUSSION

72. Discussion and possible action regarding the City of Las Vegas Substantial Amendment to the 2008 Action Plan for the Homeless Prevention and Rapid Re-housing Program (HPRP) that secures $2,105,118 as part of the American Recovery and Re-Investment Act (ARRA) of 2009 through the Department of Housing and Urban Development (HUD) – All Wards

PUBLIC WORKS - DISCUSSION

73. Discussion and possible action on a request to install speed humps on 20th Street between Bonanza Road and Harris Avenue ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

RESOLUTIONS - DISCUSSION

74. R-30-2009 - Public Hearing, discussion and possible action regarding a Resolution making written findings, approving the use of monies, providing notice and materials to the Commission on Tourism and Governor of Nevada and making conclusive determinations, all relative to a Tourism Improvement District (TID) for parcels at Fourth Street and Stewart Avenue (APNs 139-34-501-004, -007 to -008, 139-27-899-042 and 139-34-599-009) - Ward 5 (Barlow)

75. R-31-2009 - Discussion and possible action regarding a Resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Interlocal Agreement by and between the RDA and City of Las Vegas, a political subdivision of the State of Nevada, for the project concerning the development of the Smith Center for the Performing Arts, to be located just northeast of the intersection of Bonneville Avenue and Grand Central Parkway - Ward 5 (Barlow) [NOTE: This is a related item to RDA Item 4 (RA-7-2009)]

76. R-32-2009 - Discussion and possible action regarding a Resolution consenting to the City of Las Vegas acceptance of the Grant Agreement by and between Donald W. Reynolds Foundation, a Nevada non-profit corporation, and the City of Las Vegas, a political subdivision of the State of Nevada, concerning the funding of the construction of a performing arts center to be located northeast of the intersection of Bonneville Avenue and Grand Central Parkway in the Union Park Master Planned development - Ward 5 (Barlow)

BOARDS & COMMISSIONS - DISCUSSION

77. TRAFFIC & PARKING COMMISSION – Vernell McNeal, Term Expiration 5-18-2009

78. BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – James Chachas, representing the Residential Construction Industry, Term Expiration 5-2-2009

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.

79. Bill No. 2009-16 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

80. Bill No. 2009-17 – Updates Municipal Code standards and requirements for ambulance services provided by means of franchise. Proposed by: Candace Falder, Acting Director of Finance and Business Services

NEW BILLS - DISCUSSION

THERE IS NO PUBLIC COMMENT ON THESE ITEMS. NEW BILLS ARE READ INTO THE RECORD AND REFERRED TO RECOMMENDING COMMITTEE FOR A SEPARATE HEARING TO RECEIVE PUBLIC TESTIMONY BEFORE ACTION BY THE COUNCIL AT A LATER MEETING. EXCEPTION: EMERGENCY BILLS OR THOSE ITEMS TO BE STRICKEN OR TABLED.

81. Bill No. 2009-18 – Updates and corrects various provisions of the City's zoning regulations relative to certain land use categories and development standards. Sponsored by: Mayor Oscar B. Goodman

82. Bill No. 2009-19 – Updates the Municipal Code prohibition regarding the possession of false identifying information or documentation. Proposed by: Bradford R. Jerbic, City Attorney

83. Bill No. 2009-20 – Prohibits alcoholic beverages and glass beverage containers in City parks except pursuant to a permit or other written authorization. Sponsored by: Councilman Gary Reese

CLOSED SESSION

84. Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss the upcoming labor negotiations

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

PLANNING & DEVELOPMENT

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING & DEVELOPMENT - ONE MOTION/ONE VOTE

THE FOLLOWING ARE ITEMS THAT MAY BE CONSIDERED IN ONE MOTION/ONE VOTE. THEY ARE CONSIDERED ROUTINE NON-PUBLIC AND PUBLIC HEARING ITEMS. ALL PUBLIC HEARINGS AND NON-PUBLIC HEARINGS 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.

86. SUP-33189 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC - Request for a Special Use Permit FOR A SUPPER CLUB IN AN EXISTING 4,091 SQUARE-FOOT RESTAURANT at 2230 West Bonanza Road (APNs 139-29-704-023 through 025), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

87. SDR-33191 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-33189 - PUBLIC HEARING - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC - Request for a Site Development Plan Review FOR ON-SITE ALTERATIONS FOR AN EXISTING 4,091 SQUARE-FOOT RESTAURANT at 2230 West Bonanza Road (APNs 139-29-704-023 through 025), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

88. SUP-33491 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC - Request for a Special Use Permit FOR A SECONDHAND DEALER at 5765 Centennial Center, Suite #160 (APN 125-27-411-013), [SC-TC (Service Commercial-Town Center) Special Land Use Designation] Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL

89. SUP-33584 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT at 7121 West Craig Road, Suite #101 (APN 138-03-715-007), C-1 (Limited Commercial) Zone, Ward 4 (Steinman). The Planning Commission (6-0 vote) and staff recommend APPROVAL

90. RQR-31529 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: GOLDEN ARCH LP - Required Review of an approved Special Use Permit (U-53-87) FOR A 40-FOOT, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 4400 East Charleston Boulevard (APN 140-32-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

91. RQR-33286 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP - Required Review of an approved Variance (V-0131-90) WHICH ALLOWED AN 80-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED at 1405 "A" Street (APN 139-27-501-003), M (Industrial) Zone, Ward 5 (Barlow). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

92. RQR-33287 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC- Required Review of an approved Special Use Permit (U-0101-95) FOR ONE 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) ORIENTED TOWARD INTERSTATE-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-418-002), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

93. RQR-33344 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RONALD M. HIRAHARA ETAL - Required Review of an approved Special Use Permit (U-0086-86) FOR A 65-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 831 West Bonanza Road (APN 139-28-801-010), M (Industrial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

94. RQR-33487 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LUTHERAN SOCIAL SERVICES OF NEVADA - OWNER: HARSCH INVESTMENT PROPERTIES - NEVADA, LLC - Request for a Required Review of an approved Special Use Permit (SUP-26576) FOR A SOCIAL SERVICE PROVIDER at 51 North Pecos Road, Suite #109 (APN 139-36-811-010), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

95. RQR-33580 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: FRANK SWEENEY - Required Review of a previously approved Special Use Permit (SUP-25031) FOR AN EXISTING HALFWAY HOUSE FOR RECOVERING ALCOHOL AND DRUG ABUSERS WITH APPROVED WAIVERS TO ALLOW A 300-FOOT SEPARATION FROM AN EXISTING GROUP RESIDENTIAL CARE FACILITY WHERE 1,500 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED AND TO ALLOW A 6,136 SQUARE-FOOT LOT WHERE 6,500 SQUARE FEET IS THE MINIMUM REQUIRED at 2621 Brady Avenue (APN 139-25-215-079), R-1 (Single Family Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

96. VAC-30172 - VACATION - PUBLIC HEARING - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC., ET AL - Petition to Vacate an 80-foot wide portion of First Street between Bonneville Avenue and Garces Avenue, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PLANNING & DEVELOPMENT - DISCUSSION

97. GPA-32167 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

98. ZON-32168 - ABEYANCE ITEM - REZONING RELATED TO GPA-32167 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

99. SUP-32548 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO GPA-32167 AND ZON-32168 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT WITH A WAIVER TO ALLOW A 23,900 SQUARE-FOOT PARCEL WHERE 25,000 SQUARE FEET IS THE MINIMUM REQUIRED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

100. SDR-32549 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-32167, ZON-32168 AND SUP-32548 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Major Amendment to an approved Site Development Plan Review (SDR-1167) FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

101. GPA-32424 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: GARNON LLC - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.35 acres at 4201 West Charleston Boulevard (APN 162-06-510-004), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

102. SUP-30693 - SPECIAL USE PERMIT RELATED TO GPA-32424 - PUBLIC HEARING - APPLICANT/OWNER: GARNON, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO REPAIR GARAGE (MAJOR) WITH A WAIVER TO ALLOW THE OPENINGS OF THE SERVICE BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 4201 West Charleston Boulevard (APN 162-06-510-004), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

103. GPA-32550 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

104. ZON-32551 - REZONING RELATED TO GPA-32550 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) TO: N-S (NEIGHBORHOOD SERVICE) on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

105. VAR-32553 - VARIANCE RELATED TO GPA-32550 AND ZON-32551 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Variance TO ALLOW A ONE-FOOT SETBACK ALONG THE SOUTH PERIMETER WHERE 25 FEET IS REQUIRED; TO ALLOW A ONE-FOOT SETBACK ALONG PORTIONS OF THE NORTH AND WEST PERIMETERS WHERE 10 FEET IS REQUIRED; TO ALLOW A FIVE-FOOT SETBACK ALONG A PORTION OF THE EAST PERIMETER; TO ALLOW A LOT COVERAGE OF 59% WHERE 30% IS THE MAXIMUM PERMITTED; AND TO ALLOW A 60-FOOT WIDE LOT WHERE 100 FEET IS THE MINIMUM REQUIRED on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

106. SUP-32552 - SPECIAL USE PERMIT RELATED TO GPA-32550, ZON-32551 AND VAR-32553 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Special Use Permit FOR A PROPOSED MINI-STORAGE FACILITY adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

107. SDR-32555 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-32550, ZON-32551, VAR-32553 AND SUP-32552 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Site Development Plan Review FOR A PROPOSED 99,549 SQUARE-FOOT MINI-STORAGE FACILITY WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE EAST, SOUTH, NORTH AND A PORTION OF THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

108. GPA-33478 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: ML (MEDIUM LOW DENSITY RESIDENTIAL) TO: PR-OS (PARKS/RECREATION/OPEN SPACE) on 0.16 acres located north of the Las Vegas Wash at the southwest end of Sandhill Road (APN 140-30-296-001) Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

109. ZON-33479 - REZONING RELATED TO GPA-33478 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning TO: C-V (CIVIC) on 4.06 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

110. WVR-33480 - WAIVER RELATED TO GPA-33478 AND ZON-33479 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Waiver of the TITLE 18.12.130 REQUIREMENT TO ALLOW PUBLIC STREETS TO NOT TERMINATE IN A CUL-DE-SAC on 8.78 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001, 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

111. SDR-33481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33478, ZON-33479, AND WVR-33480 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK on 8.92 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

112. GPA-33542 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.87 acres at 8490 Westcliff Drive (APN 138-28-401-009), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

113. ZON-33543 - REZONING RELATED TO GPA-33542 - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.87 acres at 8490 Westcliff Drive (APN 138-28-401-009), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

114. SUP-33544 - SPECIAL USE PERMIT RELATED TO GPA-33542 AND ZON-33543 - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request for a Special Use Permit FOR A TRUCK RENTAL ESTABLISHMENT at 8490 Westcliff Drive (APN 138-28-401-009), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

115. SDR-33546 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33542, ZON-33543 AND SUP-33544 - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request for a Major Amendment to an approved Site Development Plan Review (Z-0110-90) TO ELIMINATE REQUIRED LANDSCAPE AND TO ADD TRUCK STORAGE FOR A PROPOSED TRUCK RENTAL ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE AND RESTAURANT at 8490 Westcliff Drive (APN 138-28-401-009), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

116. GPA-33597 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), Ward 2 (Wolfson). The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

117. ZON-33598 - REZONING RELATED TO GPA-33597 - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: C-V (CIVIC) on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), Ward 2 (Wolfson). The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

118. SDR-33599 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33597 AND ZON-33598 - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request for a Site Development Plan Review FOR A PROPOSED ONE-STORY, 18-FOOT TALL 4,576 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] Zone [PROPOSED: C-V (Civic)], Ward 2 (Wolfson). The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

119. GPA-33607 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: REZAIE FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 0.16 acres at 1580 East Sahara Avenue (APN 162-02-411-025), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

120. ZON-29221 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: ANNE AND KENNY WONG - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.10 acres at 1413 South Eastern Avenue (APN 162-01-210-039), Ward 3 (Reese). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

121. SDR-29281 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-29221 - PUBLIC HEARING - APPLICANT/OWNER: ANNE AND KENNY WONG - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 1,038 SQUARE-FOOT RESIDENCE INTO AN OFFICE WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW BUFFERS OF ONE-FOOT ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED; ZERO FEET ALONG THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED; ONE-FOOT ALONG THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED; AND ZERO FEET ALONG THE SOUTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.10 acres at 1413 South Eastern Avenue (APN 162-01-210-039), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

122. ZON-32514 - REZONING - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP - Request for a Rezoning FROM: U (UNDEVELOPED) [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive (APNs 138-28-401-017 and 018), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend APPROVAL

123. VAR-33012 - VARIANCE RELATED TO ZON-32514 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP - Request for a Variance TO ALLOW A 79-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 99 FEET on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive (APNs 138-28-401-017 and 018), U (Undeveloped) Zone [M (Medium Density Residential) General Plan Designation] [PROPOSED: R-3 (Medium Density Residential)], Ward 2 (Wolfson) NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A 79-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 136 FEET. The Planning Commission (6-0 vote) and staff recommend APPROVAL

124. SDR-33010 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-32514 AND VAR-33012 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP - Request for a Site Development Plan Review FOR A PROPOSED TWO AND THREE-STORY, 120-UNIT SENIOR CITIZEN APARTMENT DEVELOPMENT WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE SIX FEET IS REQUIRED on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive (APNs 138-28-401-017 and 018), U (Undeveloped) Zone [M (Medium Density Residential) General Plan Designation] [PROPOSED: R-3 (Medium Density Residential)], Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend APPROVAL

125. ZON-33240 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.35 acres at 610 South 9th Street (APNs 139-34-810-063 and 064), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

126. ZON-33588 - REZONING - PUBLIC HEARING - APPLICANT: LV LAND PARTNERS - OWNER: OEHLER 1992 TRUST - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.32 acres generally located along the east alignment of 3rd Street approximately 210 feet south of Charleston Boulevard (APNs 162-03-110-003 and 004), Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

127. VAR-32873 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA - Appeal filed from the denial by the Planning Commission of a request for a Variance TO ALLOW 16 PARKING SPACES WHERE 24 ARE REQUIRED FOR THE CONVERSION OF 500 SQUARE FEET OF OFFICE TO A RESTAURANT USE on 0.56 acres at 1499 North Lamb Boulevard (APN 140-29-101-006), N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

128. VAR-33522 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF - Request for a Variance TO ALLOW A SEVEN-INCH SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR EXISTING ADDITIONS ALONG THE EAST PERIMETER AND A ZERO-FOOT SIDE YARD SETBACK ALONG THE WEST PERIMETER WHERE THREE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) on 0.16 acres at 4601 Evergreen Place (APN 139-31-410-010), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

129. SUP-32171 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC - Request for a Special Use Permit FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT at 115 North 7th Street (APN 139-34-612-086), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

130. SDR-33426 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-32171 - PUBLIC HEARING - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC - Request for a Site Development Plan Review FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT IN AN EXISTING TWO-STORY, 7,632 SQUARE-FOOT BUILDING WITH A 6,160 SQUARE-FOOT COMMERCIAL RECREATION/AMUSEMENT FACILITY (OUTDOOR) at 115 North 7th Street (APN 139-34-612-086), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

131. SUP-33388 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARGAIN HUNTERS, LLC - OWNER: JACK S. LAIRD, LLC - Request for a Special Use Permit FOR A PROPOSED 20,457 SQUARE-FOOT SECOND HAND DEALER at 1200 South Rainbow Boulevard (APN 163-02-101-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: To be heard on conjunction with Morning Session Item 66 The Planning Commission (6-0 vote) and staff recommend APPROVAL

132. SUP-33604 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ANNIE PHILLIPS - OWNER: QUAIL VALLEY VIEW LLC - Request for a Special Use Permit FOR AN ASTROLOGER, HYPNOTIST, OR PSYCHIC ART AND SCIENCE at 2801 South Valley View Boulevard, Suite #13 (APN 162-07-601-001) P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). NOTE: To be heard in conjunction with Morning Session Item 63 The Planning Commission (6-0 vote) and staff recommend APPROVAL

133. SDR-33576 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: GATEWAY MOTEL INC. - Request for a Site Development Plan Review FOR A PROPOSED FOUR-STORY, 45-FOOT TALL, 114-ROOM HOTEL AND 2,964 SQUARE FEET OF COMMERCIAL SPACE WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN REQUIREMENTS TO ALLOW A ZERO-FOOT LANDSCAPE SETBACK WHERE 10 FEET IS REQUIRED on 1.23 acres adjacent to the northwest corner of Charleston Boulevard and Las Vegas Boulevard (APN 139-34-410-139 and 165), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

134. RQR-33579 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: MARIA ZUBIA - OWNER: NORA ARMENIAN - Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILD) (ACCESSORY SALES & SERVICE) AND AUTO REPAIR GARAGE, MINOR on 3.9 acres located at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

135. RQR-33320 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MAYNARD J. WEINS JR ETAL - Required Review of an approved Special Use Permit (U-0030-91) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 2750 North Decatur Boulevard (APN 139-18-302-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

136. RQR-33332 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: SCHMONIES LLC - Required Review of an approved Special Use Permit (U-0074-95) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 7200 West Lake Mead Boulevard (APN 138-22-610-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

137. RQR-33341 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CHARLES RICHARD HART JR. FAMILY TRUST - Required Review of an approved Special Use Permit (U-0029-96) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 2151 North Rancho Drive (APN 139-19-103-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

138. RQR-33351- REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR - OWNER: VEGAS OUTDOOR ADVERTISING INC - Required Review of an approved Special Use Permit (U-0322-94) FOR A 70-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 369 North 13th Street (APN 139-35-101-001), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

139. RQR-33583 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: MASSAGE ENVY - OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC - Required Review of an approved Special Use Permit (SUP-23093) FOR A 3,270 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH A WAIVER OF THE HOURS OF OPERATION LIMITATION TO ALLOW BUSINESS HOURS FROM 8:00 A.M. to 10:00 P.M. WHERE BUSINESS HOURS ARE RESTRICTED TO 8:00 A.M. to 9:00 P.M.; A WAIVER OF THE 400-FOOT MINIMUM DISTANCE SEPARATION REQUIREMENTS TO ALLOW A 67-FOOT DISTANCE SEPARATION FROM A CITY PARK; AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT TO ALLOW A 130-FOOT DISTANCE SEPARATION FROM ANOTHER MASSAGE ESTABLISHMENT at 6475 North Decatur Boulevard, Suite #160 and #165 (APN 125-24-811-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: NO WAIVER OF BUSINESS HOURS. The Planning Commission (6-0 vote) and staff recommend APPROVAL

SET DATE

140. SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

COUNCILMEMBER RECOGNITION

141. 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

CITIZENS PARTICIPATION

142. 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

****

THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:
City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge
Bulletin Board, City Hall Plaza, (next door to Metro Records)
Las Vegas Library, 833 Las Vegas Boulevard North
Clark County Government Center, 500 S. Grand Central Parkway
Grant Sawyer Building, 555 E. Washington Avenue

City of Las Vegas Agenda Item No.: **1.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

City of Las Vegas Agenda Item No.: **3.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

SUBJECT:
INVOCATION – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

City of Las Vegas Agenda Item No.: **4.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: **5.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:
OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – COUNCILMAN, WARD 2; COUNCILMAN, WARD 6; MUNICIPAL COURT JUDGE, DEPARTMENT 1; MUNICIPAL COURT JUDGE, DEPARTMENT 4; AND MUNICIPAL COURT JUDGE, DEPARTMENT 6

City of Las Vegas Agenda Item No.: **6.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

City of Las Vegas Agenda Item No.: **7.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF HISTORIC PRESERVATION MONTH

City of Las Vegas Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF ASIAN-PACIFIC AMERICAN HERITAGE MONTH

City of Las Vegas

Agenda Item No.: **9.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

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

City of Las Vegas Agenda Item No.: **10.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

Approval of the Final Minutes by reference of the Special Joint City Council and Planning Commission meeting of March 23, 2009, the Special Joint City Council and Redevelopment Agency Budget Workshop meeting of March 30, 2009 and the regular City Council meeting of April 1, 2009

City of Las Vegas Agenda Item No.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☒ **Consent** ☐ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Approval to authorize the president of City Parkway V, Inc., a Nevada non-profit corporation, to execute the Quitclaim Deed to Remise, Release and Quitclaim certain real property commonly known as Parcel H/I to the City of Las Vegas, a political subdivision of the State of Nevada, located northeast of the intersection of Bonneville Avenue and Grand Central Parkway - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This item is to allow the city to take ownership of a parcel within the Union Park site that will become the site of the Smith Center for the Performing Arts. This parcel is currently owned by City Parkway V, Inc. The city will be constructing the Smith Center as a public work; therefore, the city must own the land during the construction.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Quitclaim Deed and Legal Description

APN #_____

Recorded at the Request of:

City Parkway V, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101

When Recorded, Return to:

Office of Business Development
City of Las Vegas
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City Parkway V, Inc., a Nevada non-profit corporation, does hereby REMISE, RELEASE AND QUITCLAIM to the City of Las Vegas, a political subdivision of the State of Nevada, the real property in the City of Las Vegas, County of Clark, State of Nevada, described on Exhibit "A" attached hereto, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this _____ day of _____, 2009.

CITY PARKWAY V, INC.

By: _____
Elizabeth N. Fretwell, President

Approved as to form:

J. Pinticello 4/23/09
Date

ACKNOWLEDGMENT

State of Nevada)
)ss.
County of Clark)

On this ____ day of _____, 2009, personally appeared before me, a Notary Public in and for said County and State, Elizabeth N. Fretwell, known to me to be the President of City Parkway V, Inc., and she acknowledged to me that she executed the same for and on behalf of City Parkway V, Inc. and she executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC in and for said County and State

Date: May 17, 2007
J. Rangel

Exhibit 'A'

Legal Description

PARCEL H-I

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 179.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°06'52", AN ARC LENGTH OF 359.42 FEET; THENCE NORTH 28°00'50" EAST, 16.20 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE NORTH 28°00'50" EAST, 509.48 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'26", AN ARC LENGTH OF 39.23 FEET; THENCE SOUTH 62°04'44" EAST, 350.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°58'27", AN ARC LENGTH OF 47.11 FEET; THENCE SOUTH 27°53'43" WEST, 469.20 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°12'23", AN ARC LENGTH OF 44.09 FEET; THENCE NORTH 67°53'54" WEST, 347.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 95°54'44", AN ARC LENGTH OF 50.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 5.08 ACRES, MORE OR LESS.

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

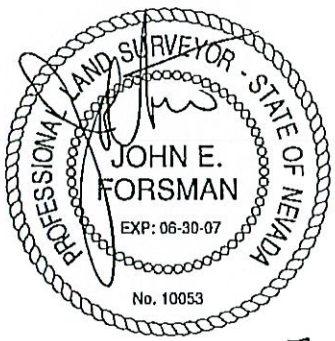
Basis of Bearings

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

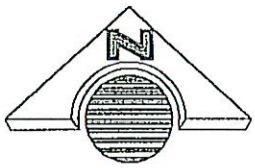
John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07

Horizon Surveys
9901 Covington Cross Dr. • Suite 120 • Las Vegas, NV 89144 • (702)228-5066 • (702)228-0677 • www.horizonsurveys.com

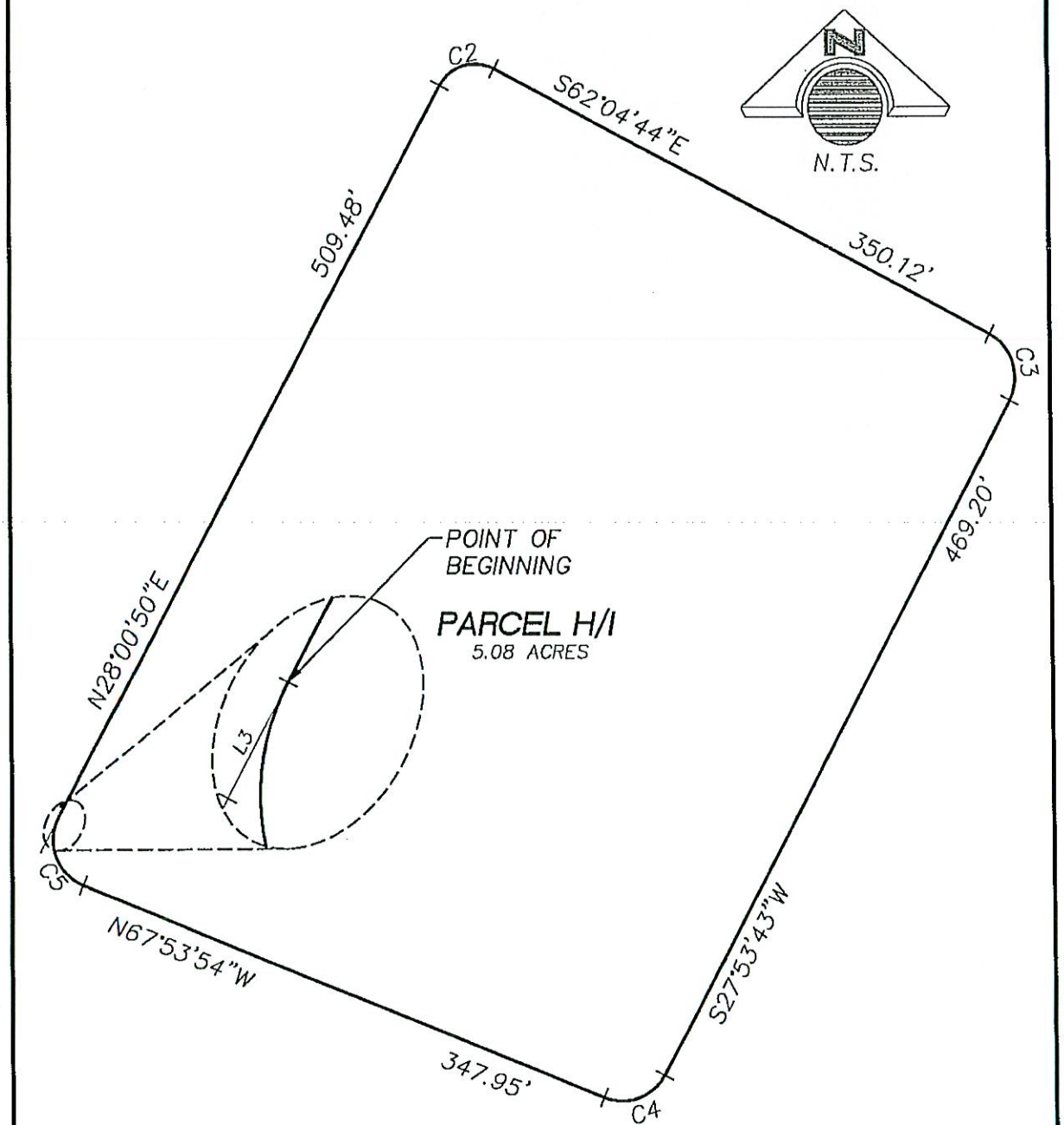
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	179.58'
L3	S28°00'50"W	16.20'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	10°06'52"	359.42'	180.18'
C2	25.00'	89°54'26"	39.23'	24.96'
C3	30.00'	89°58'27"	47.11'	29.99'
C4	30.00'	84°12'23"	44.09'	27.11'
C5	30.00'	95°54'44"	50.22'	33.27'

HORIZON SURVEYS
9901 COVINGTON CROSS DRIVE, SUITE 120
LAS VEGAS, NEVADA 89144
PHONE (702)228-5066 FAX (702)228-0677
WWW.HORIZONSURVEYS.COM

City of Las Vegas Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FIELD OPERATIONS
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Lease Agreement between the City of Las Vegas and Robert Humphreys for use of the residence at Floyd Lamb Park at Tule Springs located at 9200 Tule Springs Road (Estimated monthly revenue $925) - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City is leasing the residence located at Floyd Lamb Park to Robert Humphreys. This lease will allow Mr. Humphreys to provide more constant supervision of the animals related to the equestrian concession located at the park. The term shall be for one year with the option to renew for four additional terms of one year each. The rent will increase each year by 2.5%.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Lease Agreement

LEASE AGREEMENT

LEASE, made on the _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation of the State of Nevada, having an address at 400 Stewart Avenue, Las Vegas, Nevada 89101 ("Landlord") and Robert Humphreys an individual ("Tenant").

W I T N E S S E T H :

1. Leased Residence.

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the dwelling located at 9200 Tule Springs Road, Las Vegas, Nevada (the "Residence") outlined on the map attached hereto as Exhibit A "Floyd Lamb Park".

2. Term.

(a) The term of this Lease shall be for one (1) year and shall commence on May 1, 2009 and shall terminate on April 30, 2010, unless sooner terminated in accordance with the terms and conditions hereinafter set forth. Notwithstanding the preceding sentence, this Lease may be terminated by either party on thirty (30) days prior notice to the other party. Landlord grants to Tenant the right to renew this Lease for four (4) additional terms of one (1) year each. In order to exercise this renewal option, Tenant shall deliver to Landlord written notice of Tenant's intent to renew this Lease not less than forty-five (45) days prior to the expiration of the then-current lease term.

3. Rent.

(a) The Tenant shall pay the Landlord for the Residence the sum of NINE HUNDRED TWENTY FIVE DOLLARS ($925) in monthly installments in advance on or before the first day of each month during the term of this Lease without notice deduction, counterclaim or set-off of any kind whatsoever, except that Tenant shall pay the first such monthly installment on the execution hereof. If this Lease shall commence on a day other than the first day of a calendar month, then the Rent payable for such partial month shall be pro-rated.

(b) Beginning with the Second year of the Agreement Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be increased by two and one-half percent (2-1/2%).

(c) All rental payments shall be payable to "City Of Las Vegas", and mailed or delivered to Landlord at the following address:

The City of Las Vegas
Financial Services Division
400 Stewart Avenue, 6th Floor
Las Vegas, Nevada 89101

4. Services and Utilities.

Power utility costs are included within the monthly rent installments as mentioned in Section 3(a). Tenant shall fully and promptly pay for telephone service, and other public utilities furnished to the Residence and used by Tenant throughout the term hereof.

5. Late Charges.

(a) All payments required to be made by Tenant under this Lease shall be payable without any prior demand therefore (except as otherwise expressly provided), and without any counterclaim, deduction or set-off. Landlord shall be entitled to impose a late charge on all payments of Rent remaining unpaid for five (5) days beyond their due date equal to the lesser of (i) one and one-half (1-1/2%) percent per month, and (ii) the maximum legal rate of interest (the "Default Rate"), unless the imposition or collection of such charges is prohibited by law.

(b) If Tenant shall default in the observance or performance of any covenant, term or provision of this Lease, Landlord may, in addition to its other rights or remedies, immediately or at any time thereafter and without notice perform the same for the account of Tenant, and if Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to attorneys' fees, such sums paid or obligations incurred plus interest at the Default Rate from the date of such expenditures by Landlord shall be paid by Tenant to Landlord within five (5) days after the rendition of any bill or statement to Tenant therefore.

6. Use.

Tenant shall use and occupy the Residence for residential purposes only. Tenant shall not use the Residence for any business purposes or for any unlawful or immoral purpose. Tenant shall comply at its sole cost and expense with all laws, regulations and orders of any governmental authority having jurisdiction over the Resident and all recommendations of the local Board of Fire Underwriters or similar body now in effect or hereafter enacted or passed insofar as the Residence is concerned. Tenant shall not at any time use or occupy the Residence in violation of the certificate of occupancy issued for the Residence.

7. Parking.

In connection with its use of the Residence pursuant to this Agreement, Tenant is entitled to park in area designated in Exhibit A "Floyd Lamb Park". All facilities in or about the Residence shall be subject to the exclusive control and management of the Landlord.

8. Floyd Lamb at Tule Springs Park Rules

In connection with its use of the Residence pursuant to this Agreement, Tenant is not entitled to inhibit any activity that is a normal part of the operations or maintenance of Floyd Lamb at Tule Springs Park (Park). The Tenant is at all times governed by the rules of the Park as shown in Attachment C "Park Rules".

9. Prohibited Activities

The Tenant at no time is authorized to act as an agent for the City.

10. Assignment and Subletting.

Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge or hypothecate its leasehold interest (either voluntarily, involuntarily or by operation of law) or grant any concession or license within the Residence.

11. Estoppel Certificate, Subordination.

(a) Tenant, at Landlord's request, upon at least ten (10) days' prior notice, shall execute, acknowledge and deliver to Landlord and/or to any other entity specified by Landlord, a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), the dates to which Rent has been paid, and stating whether there exist any defaults by Landlord under this Lease, and, if so, specifying each such default.

(b) This Lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect the Residence and to all renewals, modifications, consolidations, replacements and extensions of any such ground or underlying leases and mortgages. This clause shall be self-operative and no further instrument of subordination shall be required by any such ground or underlying lessee or by any mortgagee, affecting any such lease or the real property of which the Residence are a part.

12. Repairs and Maintenance.

Landlord shall be responsible for and shall make all structural repairs to the Residence as allowable under historic register which are not caused by the acts, omissions and negligence of Tenant or its agents, or invitees, and Tenant shall be responsible for and shall make all non-structural repairs to the Residence as allowable under historic register. Tenant shall at all times keep the Residence and the improvements thereon in good order, condition and state of repair.

13. Damage and Destruction Of The Leased Residence.

(a) If the Residence shall be partially damaged by fire or other casualty without the fault or neglect of Tenant or any of its servants, agents, or visitors the damage shall be repaired by and at the expense of Landlord, except that if such partial damage is due to the fault or neglect of Tenant or any of its servants, agents, or visitors, such damage shall be promptly repaired by Tenant at its expense in accordance with historical preservation standards. In such latter event, Landlord shall reimburse Tenant for Tenant's actual cost of such repairs to the extent of the net fire insurance proceeds actually received by Landlord.

(b) If the Residence are totally damaged or are rendered wholly untenantable by fire or other cause and Landlord shall decide not to rebuild the same, or if the Residence shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then in any of such events Landlord may, within ninety (90) days after such fire or other cause, terminate this Lease by written notice to Tenant, and thereupon, this Lease shall expire upon the third day after such notice is given and Tenant shall promptly vacate the Residence and surrender the same to Landlord.

(c) Except for any abatement of Rent hereinabove provided, Tenant shall not be entitled to any compensation or damage for loss of the use of the whole or any part of the Residence and/or for any inconvenience or annoyance occasioned by any damage, destruction, repair or restoration.

14. Condemnation.

In the event that the whole of the Residence shall be taken for any public or quasi-public use, this Lease and the term and estate hereby granted shall terminate as of the date of vesting of title. In the event only a portion of the Residence shall be so taken, Landlord, at its option (whether or not the Residence be affected), may terminate this Lease as of the date of such vesting of title by notice to Tenant within thirty (30) days after the date Landlord shall have received notice of the date of such taking, and rent payable hereunder shall be apportioned as of such date. In the event Landlord does not elect to terminate this Lease, this Lease shall continue in full force except that the Rent shall be reduced proportionately according to the amount of space in the Residence so taken. All compensation awarded upon any such taking shall belong to Landlord and Tenant hereby expressly assigns to Landlord any right to such award.

15. Force Majeure.

Notwithstanding anything in this Lease to the contrary, Landlord's nonperformance of any obligation hereunder shall not be deemed a default if such nonperformance was or is due to any strike, lockout, civil commotion, war or governmental regulations or controls, inability to obtain any material or service, Act of God, or any other cause whatsoever beyond the reasonable control of Landlord, and the time for performance by Landlord shall be extended by any period of delay resulting from or due to any of such causes.

16. Limited Liability.

It is expressly understood that Landlord's liability for any claim arising under this Lease or otherwise is expressly limited to Landlord's interest in the Residence. Neither Tenant nor its respective nominees, successors, assigns, employees or agents, or any person or entity controlled by any of them or with which any of them are affiliated, shall initiate, seek, pursue or participate in any action, legal or equitable, including but not limited to, any attempt to obtain money, damages or deficiency judgments, against Landlord, its agents, partners, successors or assigns, on account of any obligation of Landlord or otherwise under this Lease in excess of Landlord's interest in the Residence. Only Landlord's interest in the Residence shall be subject to execution, attachment or any other claim or proceeding on account of any obligation of Landlord hereunder or otherwise. Neither Landlord nor Landlord's agents have made any representations or promises with respect to the Residence except as expressly set forth herein. Tenant has inspected the Residence and agrees to take the same "as is" (except as otherwise expressly set forth herein). Landlord shall have no liability for damage to any personal property of Tenant.

17. Access to Residence.

Landlord, its agents and employees, shall have the right to enter upon the Residence at any reasonable time to examine the condition thereof, to make any repairs required to be made by Landlord hereunder, to show the Residence to prospective purchasers or Residence tenants, and for any other purpose deemed reasonable by Landlord. Landlord expressly reserves the right to modify the Residence (including, without limitation, erecting additional stories thereon) and in connection therewith shall have the right to run necessary pipes, conduits and ducts through the Residence and to carry on work in the vicinity thereof. Landlord shall have the right to relocate the Residence to another portion of the Residence, provided that Landlord shall pay for the costs of relocation. Tenant hereby waives any claim for damages or inconvenience caused by any action taken by Landlord pursuant to this Section 15.

18. Residency Authorization

Landlord hereby authorizes the following persons listed below to reside at the Residence. No one other than those listed below shall stay at the Residence for any longer than 72 hours unless mutually agreed in writing by the Landlord and the Tenant.

(a) Robert Humphreys

(b) Marisela Humphreys

(c) Neva Humphreys

19. Default.

(a) If Tenant defaults in fulfilling any of the covenants, terms or provisions of this Lease other than the covenants for the payment of Rent then upon Landlord serving a written ten (10) days' notice upon Tenant specifying the nature of such default and if Tenant fails to cure such default within such ten (10) day period, this Lease shall expire and Tenant shall then quit and surrender the Residence to Landlord but Tenant shall remain liable as hereinafter provided.

(b) If the notice provided for in subparagraph (a) above shall have been given, and the term shall expire as aforesaid, or if Tenant shall default in the payment of Rent, or any other payment herein required, then Landlord may without notice, re-enter the Residence either by force or otherwise, and dispossess or remove Tenant's property and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. In any possessory action by Landlord based upon Tenant's nonpayment of any rent or other charge as required hereunder, Tenant expressly waives any defense other than payment.

20. Remedies of Landlord and Waiver of Redemption.

In case of any such default, re-entry, expiration and/or dispossess by summary proceedings or otherwise;

(a) Rent shall become due thereupon and be paid up to the time of such re-entry, dispossess and/or expiration, together with such expenses as Landlord may incur for attorneys' fees, brokerage and/or putting the Residence in good order, or for preparing the same for re-rental.

(b) Landlord may re-let the Residence or any part thereof, for a term or terms, which may be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant free rent or charge a higher rental than that in this Lease, and/or

(c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the Lease or leases of the Residence for each month of the period which would otherwise have constituted the balance of the term of this Lease.

The failure of Landlord to re-let the Residence or any part or parts thereof shall not release or affect Tenant's liability for damages. Mention in this Lease of any particular remedy shall not preclude

Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

21. Waiver.

(a) The waiver by Landlord of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

(b) If Landlord commences any summary proceeding for possession of the Residence, Tenant waives its right to a jury trial and Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding.

22. Security Deposit.

Tenant will deposit with Landlord the sum of Nine Hundred Twenty-five Dollars ($925) as security for the performance and observance by Tenant of the terms, provisions, covenants and conditions of this Lease; it is agreed that in the event Tenant defaults in respect of this Lease, Landlord may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any sum which Landlord may expend or may be required to expend by reason of Tenant's default. Landlord shall not be required to keep this security deposit separate from its general funds, and Tenant shall not be entitled to interest on such deposit.

23. Alterations.

(a) Tenant shall make no alterations, installations, additions or improvements ("Alterations") in or to the Residence without Landlord's prior written consent. In the event Landlord gives its consent, all Alterations shall be done at Tenant's expense, strictly in accordance with (i) the applicable provisions of this Section 22, and (ii) with all conditions imposed by Landlord in such consent, and at such times and in such manner as Landlord may from time to time designate. All such work shall be done in a good and workmanlike manner and in accordance with (i) all laws, ordinances, rules or enactments governing such work including historical register standards, (ii) all required permits and approvals and (iii) all such insurance as Landlord may require in its sole discretion, which shall be obtained by Tenant at Tenant's sole expense. Any Alterations shall immediately become the property of Landlord and shall remain on the Residence at the expiration of this Lease, unless Landlord shall elect at its option to require Tenant to restore the Residence to its original condition.

(b) Any mechanic's lien filed against the Residence for work claimed to have been done for, or materials claimed to have been furnished to Tenant, shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by the filing of a bond sufficient in form and amount to discharge such lien. In the event Tenant shall fail to discharge any such mechanic's lien within such ten (10) day period, Landlord may discharge such mechanic's lien on Tenant's behalf and at Tenant's expense.

24. Surrender of Residence.

On the last day of the term hereof or on the sooner termination hereof, Tenant shall surrender the Residence broom-clean and in good order and repair, except for reasonable wear and tear, and any of Tenant's property not so removed may, at Landlord's option and without limiting Landlord's right to compel the removal thereof, be deemed abandoned.

25. Holdover by Tenant.

If Tenant shall be in possession of the Residence after the termination of this Lease (whether by normal expiration of the term or otherwise), at Landlord's option: (a) Landlord may deem Tenant to be occupying the Residence as a tenant from month-to-month at double the Rent in effect for the last full month of the term hereof, and subject to all of the other provisions of this Lease, as applicable to a month-to-month tenancy, or (b) Landlord may exercise any and all remedies for a default hereunder at law or in equity including, without limitation, an action against Tenant for wrongfully holding over. Nothing contained in this Section shall (i) imply any right of Tenant to remain in the Residence after the termination of this Lease, (ii) imply any obligation of Landlord to grant any new lease or tenancy, or (iii) be construed to limit any right or remedy that Landlord has against Tenant as a holdover tenant or trespasser.

26. Quiet Enjoyment.

Upon payment by Tenant of all of the rents provided, and upon the observance and performance of all of the other covenants, terms and conditions on Tenant's part to be observed and performed, Tenant may peaceably and quietly hold and enjoy the Residence during the term hereof subject, nevertheless, to the covenants, terms and conditions of this Lease and to any mortgages, ground leases, agreement and encumbrances to which this Lease is or may be subordinated.

27. Rules and Regulations.

Tenant agrees to comply with the Rules and Regulations which are attached hereto and made a part hereof as Exhibit B "Rules and Regulations" and Exhibit C " Park Rules ". Landlord reserves the right, at any time, by notice to Tenant, to amend or supplement said Rules and Regulations. Tenant's failure to observe and comply with such Rules and Regulations shall constitute a material breach of the terms of this Lease.

28. Brokerage.

Tenant represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except as specifically disclosed in writing to Landlord. Tenant expressly agrees to indemnify, defend and hold Landlord harmless from a breach of the foregoing representation. The provisions of this Section 28 shall survive any expiration or termination of this Lease.

29. Notices.

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified or registered mail, postage prepaid, and shall be addressed: (a) if to Landlord, at the place specified for payment of rent and (b) if to Tenant, either at the Residence or at any other current address for Tenant which is known to Landlord. Either party may designate such other address as shall be given by written notice.

To Landlord: City of Las Vegas
Real Estate and Utilities Administrator
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

To Tenant: Robert Humphreys
9200 Tule Springs
Las Vegas, Nevada 89131

30. Indemnity

Tenant shall not do or permit any act or thing to be done upon the Residence which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Residence as to fully protect Landlord against any such liability. Tenant agrees to indemnify and save harmless Landlord from and against (a) all claims of whatever nature against Landlord arising from any act, omission or negligence of Tenant, its contractors, licensees, agents, servants, employees, invitees or visitors, (b) all claims against Landlord arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Residence, (c) all claims against Landlord arising from any accident, injury or damage to any person, entity or property, occurring outside of the Residence but anywhere within or about the Real Property, where such accident, injury or damage results or is claimed to have resulted from an act or omission of Tenant or Tenant's agents, employees, invitees or visitors, (d) any breach, violation or nonperformance of any covenant, condition or agreement in this Lease set forth and contained on the part of Tenant to be fulfilled, kept, observed and performed and (e) any claim, loss or liability arising or claimed to arise from Tenant, or any of Tenant's contractors, licensees, agents, servants, employees, invitees or visitors causing or permitting any Hazardous Substances (hereinafter defined) to be brought upon, kept or used in or about the Residence or the Real Property or any seepage, escape or release of such Hazardous Substances. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. As used herein, "Hazardous Substances" shall mean, collectively, (i) asbestos and polychlorinated biphenyls, and (ii) hazardous or toxic materials, wastes and substances which are defined, determined and identified as such pursuant to any law.

31. Partial Invalidity.

If any provision of this Lease shall be or become invalid or unenforceable, such provision shall thereby become null and void, but the validity and enforceability of the remainder of this Lease shall not be affected thereby.

32. Recording.

Tenant shall not record this Lease without the prior written consent of Landlord. Any such recording by Tenant shall be deemed a material default hereunder entitling Landlord to exercise any and all rights contained hereunder, including, without limitation, termination of this Lease.

33. Binding Agreement; Applicable Law.

All terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, and as permitted herein, assigns, except as may be otherwise expressly provided in this Lease. Nothing contained herein shall be construed as a restriction on Landlord's right to assign or encumber this Lease in its sole discretion. This Lease shall be construed in accordance with the laws of the State of Nevada.

34. Entire Agreement.

This Lease constitutes the entire agreement between Landlord and Tenant. This Lease shall not be amended, changed or extended except by written instrument signed by both parties hereto.

35. Modifications or Amendments.

Upon approval of this initial contract by the City Council and after it has been fully executed by signature of all parties, the Administrator of the Real Estate and Utilities Section shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed ten thousand ($10,000.00) dollars, filing and recording of appropriate documents with the County Recorders Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written, each acknowledging an executed counterpart thereof.

LANDLORD:

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman,
Mayor

TENANT:

ROBERT HUMPHREYS

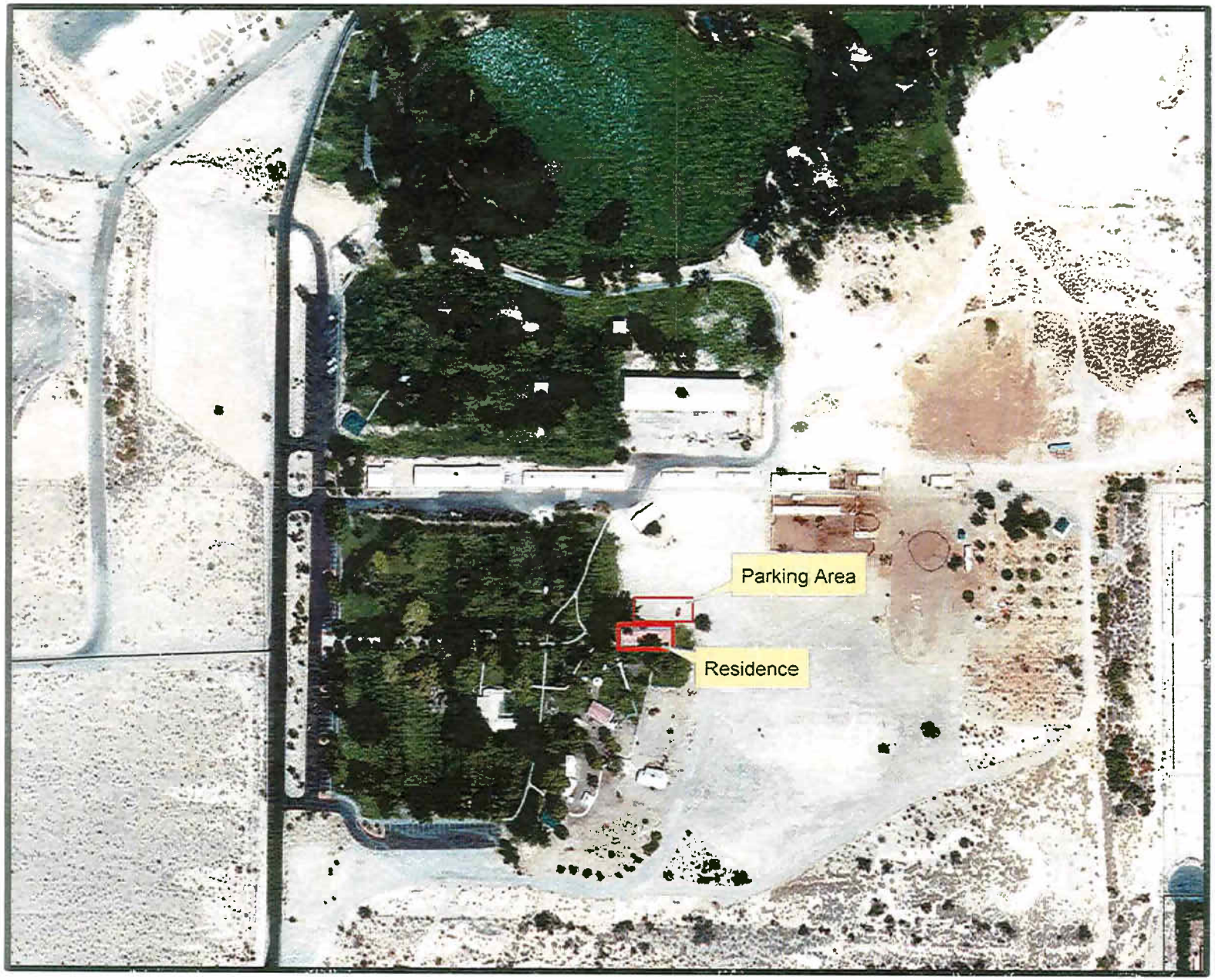
By: Robert C. Humphreys
Name: Robert Humphreys

ATTEST:

_____
Beverly K. Bridges CMC, City Clerk

APPROVED AS TO FORM:

John S. Rodilla 4/3/09
Date



FLOYD LAMB PARK EXHIBIT "A"

Parking restricted on all turf areas

Facilities Management
Real Estate & Utilities

N

4/2/09

EXHIBIT B

RULES AND REGULATIONS

1. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.

2. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Residences; no aerial or antenna shall be installed on the exterior walls of the Residence, or on the grounds, without the prior written consent of Landlord in each instance.

3. The sidewalks, entrances, and yard shall not be obstructed or used for any purpose other than igress and egress. No rubbish, litter, trash or material of any nature shall be placed, emptied or thrown into these areas.

4. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any Tenant on any part of the Residence without the prior written consent of Landlord.

5. No Tenant shall mark, paint, drill into, or in any way deface any part of the Residence or the Residence. No boring, cutting or stringing of wires or laying of linoleum or other floor coverings shall be permitted, except with the prior written consent of the Landlord and as the Landlord may direct.

6. Changes to the existing locks or the mechanism thereof can be made with the prior consent of Landlord. Tenant must, upon the termination of his tenancy, restore to the Landlord all locks and keys. In the event of the loss of keys so furnished, such Tenant shall pay to the Landlord the cost of replacing the same or changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such changes.

7. All removals, or the carrying in or out of any furniture, or bulky matter of any description must take place during the hours in which the Park is open. Landlord may determine from time to time and no removal of said items may take place at times other than during hours that the Park is closed without the express written consent of the Landlord. The Landlord reserves the right to inspect all freight or other bulky articles to be brought into the Residence and to exclude from the Residence all freight or other bulky articles which violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part. All damage to the Residence caused by such bringing in or removing of the same shall be repaired at the expense of Tenant. All costs of any supervision by Landlord for moving in or moving out required during Non Park hours shall be borne by the Tenant.

8. The Landlord reserves the right to exclude from the Residence during those hours that the Park is normally closed all persons who are not identified by the Tenant on occupant list. Each Tenant shall be responsible for all persons for whom he requests entry and shall be liable to the Landlord for all acts of such persons. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Residence of any person.

9. No air conditioning unit, heaters, combustion engine, boiler, or machinery, or other similar apparatus shall be installed or used by any Tenant without the written consent of Landlord.

10. Landlord shall have the right, exercisable without notice or without liability to any Tenant to change address of the Residence.

11. Tenant shall not do, nor permit anything to be done, in or about the Residence, nor bring or keep anything therein, which would in any way obstruct or interfere with the rights of the City , nor in any way injure or annoy them, nor conflict with the laws relating to fire or with the regulations of the Fire Department, nor conflict with any of the rules and ordinances of the Board of Health, or any other state or municipal government or agency having jurisdiction, or the federal government or any agency thereof.

12. If Tenant desires additional telegraphic or telephone connections, Landlord will designate the location and manner in which the wires shall be introduced; and no boring or cutting for wires will be permitted without such directions.
13. If the Tenant desires to keep any pets, they must be approved by the Landlord in writing.

14. The Tenant is allowed to park up to four (4) operating vehicles at the property in the area marked in Exhibit A " Floyd Lamb Park". No boats RV's or other recreational vehicles are allowed in area designated unless authorized in writing by the Landlord.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

City of Las Vegas Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to renew an Interlocal Agreement for Coordination of Franchise-Related Activities with Clark County, Henderson, North Las Vegas and Boulder City ($45,000 - General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $45,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
This Interlocal Agreement funds staff to coordinate franchise administration efforts. The City has found that coordinating efforts with the other jurisdictions has been beneficial, especially in the standardization of agreements and ordinances, resolution of citizens' complaints, and the conduct of audits. The City has budgeted for its annual share of the staffing maintained by Clark County to support the scope of this Agreement.

RECOMMENDATION:
It is recommended that the City Council approve this Interlocal Agreement for Coordination of Franchise-Related Activities.

BACKUP DOCUMENTATION:
Interlocal Agreement for Coordination of Franchise-Related Activities

INTERLOCAL AGREEMENT
for
COORDINATION OF FRANCHISE-RELATED ACTIVITIES

This Interlocal Agreement (this "Agreement") is executed to be effective the 1st day of July, 2009, by and among the City of Boulder City, the City of Henderson, the City of Las Vegas, the City of North Las Vegas (collectively, "the Cities") and Clark County ("the County"), all of which are political subdivisions of the State of Nevada.

WHEREAS, NRS 277.180 authorizes the County and the Cities to contract with each other or with any one or more other public agencies for performance of any governmental services, activity or undertaking which the County or the Cities are authorized by law to perform; and

WHEREAS, State of Nevada and Federal laws and regulations authorize the County and the Cities to permit and regulate certain activities, and allow business use of public rights-of-way, through franchise agreements and related ordinances; and

WHEREAS, the County and the Cities have separately franchised and contracted with several businesses which provide services across jurisdictional boundaries; and

WHEREAS, the County and the Cities will provide more efficient and effective services for their citizens by combining resources, sharing information and otherwise coordinating their individual franchise and related activities.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Cities agree as follows:

SECTION I - DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and abbreviations have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words used in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive.

1.1 "City Manager" means each of the four city managers appointed by the respective City Councils of the Cities of Boulder City, Henderson, Las Vegas and North Las Vegas to perform such administrative functions of that city's government as may be required of him or her by the respective City Council, or his or her designee.

1.2 "County Manager" means the county manager appointed by the Clark County Board of Commissioners to perform such administrative functions of the county government as may be required of him or her by the Board of County Commissioners, or his or her designee.

1.3 "Franchise" means a grant issued by the County or any City, evidenced by a written agreement or ordinance, which permits the privileged use of public rights-of-way for the provision of cable television, public utilities, monorails, ambulance service, solid waste management, bus stop shelters/benches, telephone or telecommunications services, or any other such service for which the County and the Cities may be authorized by law to grant franchises. The term "franchise" shall include a certificate of authority issued by the Nevada Secretary of State to a video service provider authorizing it to use the rights-of-way of the County or any City, subject to the rights-of-way management laws, rules and regulations of the County or City.

1.4 "Franchisee" means the holder of a Franchise.

1.5 "Governing Bodies" means the Board of County Commissioners of Clark County, the City Council of Boulder City, the City Council of Henderson, the City Council of Las Vegas and the City Council of North Las Vegas.

SECTION 2 - SCOPE OF AGREEMENT

To the extent practicable, the County and the Cities hereby agree to cooperate in their franchise related activities, and other related areas as may be assigned by the Governing Bodies, and to coordinate their individual efforts in areas including but not limited to: the development of common ordinances, franchise agreement documents, policies and procedures; franchise compliance activities, including financial and performance audits and reviews, and

the development of cross-jurisdictional compliance criteria and measures; franchise customer complaint resolution services; the compilation and exchange of franchise related information in areas such as state and federal legislation and regulation, activities of interest in other local jurisdictions, and franchise-related industry and economic trends; the sharing of professional service resources; coordinated negotiations with new and renewing common franchisees; and such other common related activities as the County Manager or City Managers determine to be mutually beneficial. In support of these efforts, the County and the Cities further agree to provide the necessary staffing and funding, as outlined in Section 3 below.

SECTION 3 - OBLIGATIONS OF THE PARTIES

3.1 SUPPORT STAFF AND FACILITIES

The County and Cities hereby agree to provide support staff and facilities necessary to meet all the responsibilities and duties described herein.

3.2 ANNUAL WORK PLAN AND BUDGET

By October 1 of each year, each City Manager shall furnish the County Manager with a written list of any items that he or she is aware of that his or her City wishes to be included in a work plan for the next fiscal year (the "Work Plan"). On or before November 1 of each year, the County shall prepare a proposed Work Plan of any issues and activities, as listed and furnished to the County Manager, on which the County and Cities anticipate working jointly during the coming fiscal year, which may include but need not be limited to any issues outlined in Section 2 above. The Work Plan shall include anticipated time frames and deliverables. In conjunction with the Work Plan, an annual budget shall be developed to support the projects, activities and services to be carried out pursuant to the Work Plan. The Work Plan and budget, and each party's proportionate assessment shall be presented to the Governing Bodies for approval as part of their individual annual budget approval processes. If contingencies arise which necessitate any changes to the approved Work Plan or annual budget, the County Manager shall prepare and propose such change to the Governing Bodies for their consideration and approval.

3.3 APPORTIONMENT OF EXPENSES

The total budget expenditures for activities and services conducted in fulfillment of this Agreement shall be apportioned to the County and the Cities in proportion to the population of each as a percentage of the total population of all. The individual amounts thus established for each party hereto shall be assessed to it, and made part of the budgetary request placed before its Governing Body.

3.3.1 The population estimates used for determining the budget apportionments and assessments for the coming fiscal year shall be as reported by the County's Department of Comprehensive Planning during the second quarter of the current fiscal year.

3.3.2 At the request of any party hereto, the County Manager shall propose a methodology for relieving any party hereto of the costs associated with an activity for which that party would have no direct benefit (for example, an expense arising from activities with a common franchisee when one party hereto does not have franchise agreement with that common franchisee, or has not granted a franchise in a specific area of business activity).

3.3.3 Each party hereto shall, upon approval of its Governing Body as needed, make payment of its proportional assessment to the Clark County Treasurer for deposit in a special fund established by the County Manager for the support of this Agreement.

3.4 DELEGATION TO COUNTY MANAGER

The County Manager will receive and disburse funds collected under this Agreement and administer the Work Plan and budget established in Subsection 3.2 above, and shall direct any staff dedicated, in whole or in part, to the activities necessary to carry out the intent of this Agreement.

3.5 CENTRALIZED CABLE TV/VIDEO SERVICE CUSTOMER SERVICES

The County and Cities hereby agree to provide a central location and fund administrative support staff for receiving and responding to the complaints, concerns, and service questions from customers of common cable television and video service provider franchisees that are not resolved by the franchisees. A record of complaints will be maintained for review by each party receiving complaints.

3.6 REPORTS AND AUDITS

The County Manager shall provide a written report annually detailing the amounts collected and disbursed and the purposes of those disbursements, unless requested more frequently by any of the Governing Bodies. Any party hereto may, at its own expense, audit or review any expense, cost, budget or statistic by submitting its request to the County Manager in writing.

SECTION 4 - TERM OF AGREEMENT

This Agreement shall commence on the first day of July 2009, and continue until the last day of June 2014, unless terminated under the provisions of Section 5 below.

SECTION 5 - TERMINATION

Any party may terminate its participation in this Agreement without cause by giving each of the other parties written notice at least 90 calendar days prior to end of any fiscal year. All contributions made for that current fiscal year by the termination party will remain in support of the work under this Agreement for the remainder of that fiscal year.

SECTION 6 - MODIFICATION OR AMENDMENTS

This Agreement may not be modified or amended except by written agreement, duly approved by the Governing Bodies of the parties hereto. Modification or amendment in any other form shall have no force or effect, and may not be relied upon by any person.

SECTION 7 - ADDITIONAL PARTIES

A new party may be accepted hereto upon approval by all of the Governing Bodies and upon adoption by the new entity's governing body of a resolution indicating approval of, and agreement with, all terms and conditions set forth herein, and upon approval and payment of its proportionate assessment for the annual budget. A new party shall be treated as an original party hereto for all purposes.

SECTION 8 - LIMITATION ON LIABILITY

The parties hereto, including any of their respective elected or appointed agents, employees, or officials, shall not be liable to third parties for any act or omission of any other party. This Agreement is not intended to create any rights, powers or interest in any third party; and this Agreement is entered into for the exclusive benefit of the undersigned parties.

SECTION 9 - NOTICES

Any notice, invoice, payment or delivery required under this Agreement must be submitted in writing and sent by U.S. Mail, or by hand delivery, and directed to the appropriate parties as follows:

Boulder City:	City Manager 401 California Avenue Boulder City, Nevada 89005
Clark County:	County Manager 500 Grand Central Parkway, 6th Floor Las Vegas, Nevada 89155
Henderson:	City Manager 240 South Water Street Henderson, Nevada 89015
Las Vegas:	City Manager 400 East Stewart Avenue Las Vegas, Nevada 89101

North Las Vegas: City Manager
2200 Civic Center Drive
North Las Vegas, Nevada 89030

SECTION 10 - OTHER PROVISIONS

10.1 APPLICABLE LAW

This Agreement shall be governed and interpreted according to the laws of the State of Nevada.

10.2. ASSIGNMENT

The requirements and benefits of this Agreement may not be assigned, transferred or delegated, except as provided herein, without the written consent of all parties hereto.

10.3 SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any applicable law or regulation, the parties will enter into immediate, good faith negotiations to rectify the offending clauses. The remainder of this Agreement shall remain in full force and effect.

SECTION 11 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties hereto concerning the subject matter of this Agreement and supersedes all other oral and written negotiations, agreements and understandings of every kind relating to that subject matter, except that it does not supersede the Interlocal Agreement for Ambulance Service Regulation among Clark County and the Cities of Las Vegas and North Las Vegas, dated January 1, 2006, and dealing with the joint administration of ambulance franchises granted by those jurisdictions. No promise, warranty, statement or representation of any kind whatsoever that is not expressly stated herein has been made by any party hereto or its officers, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the Councils of the Cities and the Board of County Commissioners have approved this Agreement and their presiding officers have affixed their names hereto.

City of Boulder City

Attest: DATE _____

Approved as to form:

By _____

Roger Tobler
Mayor

Pamella A. Malmstrom
City Clerk

Dave Olsen
City Attorney

Clark County

Attest: DATE 4/7/09

Approved as to form:

By _____

Rory Reid
Chairman

Shirley B. Parraguirre
County Clerk

Mark Wood
Deputy District Attorney

City of Henderson

Attest: DATE _____

Approved as to form:

By _____

James Gibson
Mayor

Monica Simmons
City Clerk

Shauna Hughes
City Attorney

City of Las Vegas

Attest: DATE _____

Approved as to form:

By _____

Oscar B. Goodman
Mayor

Beverly K. Bridges, CMC
City Clerk

For
Brad Jerbic
City Attorney

City of North Las Vegas

Attest: DATE _____

Approved as to form:

By _____

Michael L. Montandon
Mayor

Karen L. Storms. CMC
City Clerk

Carie Torrence
City Attorney

City of Las Vegas Agenda Item No.: **14.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Service and Material Checks/Payroll Checks/Wire Transfers/Other Checks and Investments

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $168,054,082.20
Funding Source: All Funds
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
In compliance with the City's Municipal Code, Chapter 4.12, this is an informational item that provides the dollar amount of disbursements processed by the Finance and Business Services Department.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Summary of Cash Expenditures for the period 04/01 - 04/15/09

City of Las Vegas

Summary of Cash Expenditures

For period of 4/1-15/09

Total Services & Materials Checks :	**$11,642,729.75**
Total Services & Materials EFT Payments :	**$1,061,797.78**
Total Wire Transfers:	**$148,243,555.50**
Total Payroll Checks:	**$7,105,999.17**
Grand Total:	**$168,054,082.20**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

for Candace L. Falder
Acting Director of Finance
MARK R VINCENT
ACTING DCM

Beverly K. Bridges, CMC
City Clerk

On May 6, 2009, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

City of Las Vegas Agenda Item No.: **15.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Beer/Wine License for Boricua Association of Las Vegas, Location: Sammy Davis Jr. Plaza - Lorenzi Park, 720 Twin Lakes Drive, Date: May 24, 2009, Type: Special Event Beer/Wine, Event: 11th Annual Memorial Day Puerto Rican Festival, Responsible Person in Charge: Hector Pelaez - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Beer/Wine License. Event time is 11:00 a.m. - 6:00 p.m. Estimated attendance is 1,000. Security provided by Veterans Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **16.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Beer/Wine License for Brotherhood and Welfare Fund, Location: IBEW Building, 4322 East Bonanza Road, Date: May 9, 2009, Type: Special Event Beer/Wine, Event: Harley and Hot Rods Poker Run, Responsible Person in Charge: Anthony C. Napolitano - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Beer/Wine License. Event time is 8:00 a.m. - 5:00 p.m. Estimated attendance is 200. Security provided by Green Valley Security.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **17.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: E & T Produce Company, LLC, William J. Miguel, Mmbr 25%, Constantino Miguel, Mmbr, 25%, and Aner J. Iglesias, Mmbr, 50%, To: King Ranch Markets, Inc., dba King Ranch #6, 840 North Decatur Boulevard, 1993 Miguel Family Trust, 75%, Constantino Miguel, Pres, Co-Trustee and Alice Miguel, Co-Trustee and William P. Miguel, Secy, Treas, 25% - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Package License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **18.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: E & T Produce Company, LLC, William J. Miguel, Mmbr 25%, Constantino Miguel, Mmbr, 25%, and Aner J. Iglesias, Mmbr, 50%, To: King Ranch Markets, Inc., dba King Ranch #8, 755 North Nellis Boulevard, 1993 Miguel Family Trust, 75%, Constantino Miguel, Pres, Co-Trustee and Alice Miguel, Co-Trustee and William P. Miguel, Secy, Treas, 25% - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Package License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **19.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: E & T Produce Company, LLC, William J. Miguel, Mmbr 25%, Constantino Miguel, Mmbr, 25%, and Aner J. Iglesias, Mmbr, 50%, To: King Ranch Markets, Inc., dba King Ranch #9, 1570 North Eastern Avenue, 1993 Miguel Family Trust, 75%, Constantino Miguel, Pres, Co-Trustee and Alice Miguel, Co-Trustee and William P. Miguel, Secy, Treas, 25% - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Ownership for a Package License.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **20.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale license subject to Health Dept. regulations, Calvino & Calvino-Remon, dba From: Mamacitas Mexican & Cubana Food, To: Mamitas Mexican and Cuban Food Restaurant, 611 Fremont Street, Suite 1, Maria Calvino, 100% jointly with spouse and Josemil Calvino-Remon, 100% jointly with spouse - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale license.

RECOMMENDATION:
Recommend approval subject to Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **21.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rescission of the January 7, 2009 City Council action for a Change of Business Name and Entity Conversion of a Tavern License, From: Santa Fe Station, Inc., dba Santa Fe Station, To: Santa Fe Station, LLC, dba Santa Fe Station Hotel & Casino, 4949 North Rancho Drive, Station Casinos, Inc., 100%, Kevin Kelly, Pres, Dir, Scott Neilson, Sr VP, Richard Haskins, Sr VP, Secy, and Thomas Friel, Sr VP, Treas - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Rescission of the January 7, 2009 City Council action for a Change of Business Name and Entity Conversion of a Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **22.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rescission of the January 7, 2009 City Council action for a new Non-restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Santa Fe Station, LLC, dba Santa Fe Station Hotel & Casino, 4949 North Rancho Drive, Station Casinos, Inc., 100%, Kevin Kelly, Pres, Dir, Scott Neilson, Sr VP, Richard Haskins, Sr VP, Secy, and Thomas Friel, Sr VP, Treas - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Rescission of the January 7, 2009 City Council action for a new Non-restricted Gaming License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **23.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name for a Martial Arts Instruction License, Michael Evans, dba From: Desert Sun Tae Kwon Do, To: Master Evans Mixed Martial Arts (MEMMA), 11035 Calder Avenue, Michael Evans, Owner, 100% - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Martial Arts Instruction License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **24.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of new Psychic Arts and Science License, Tracy Taylor, dba Tracy Taylor, 6848 West Charleston Boulevard, Tracy Taylor, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of new Psychic Arts and Science License.

RECOMMENDATION:
Recommend approval and subject to the following conditions:

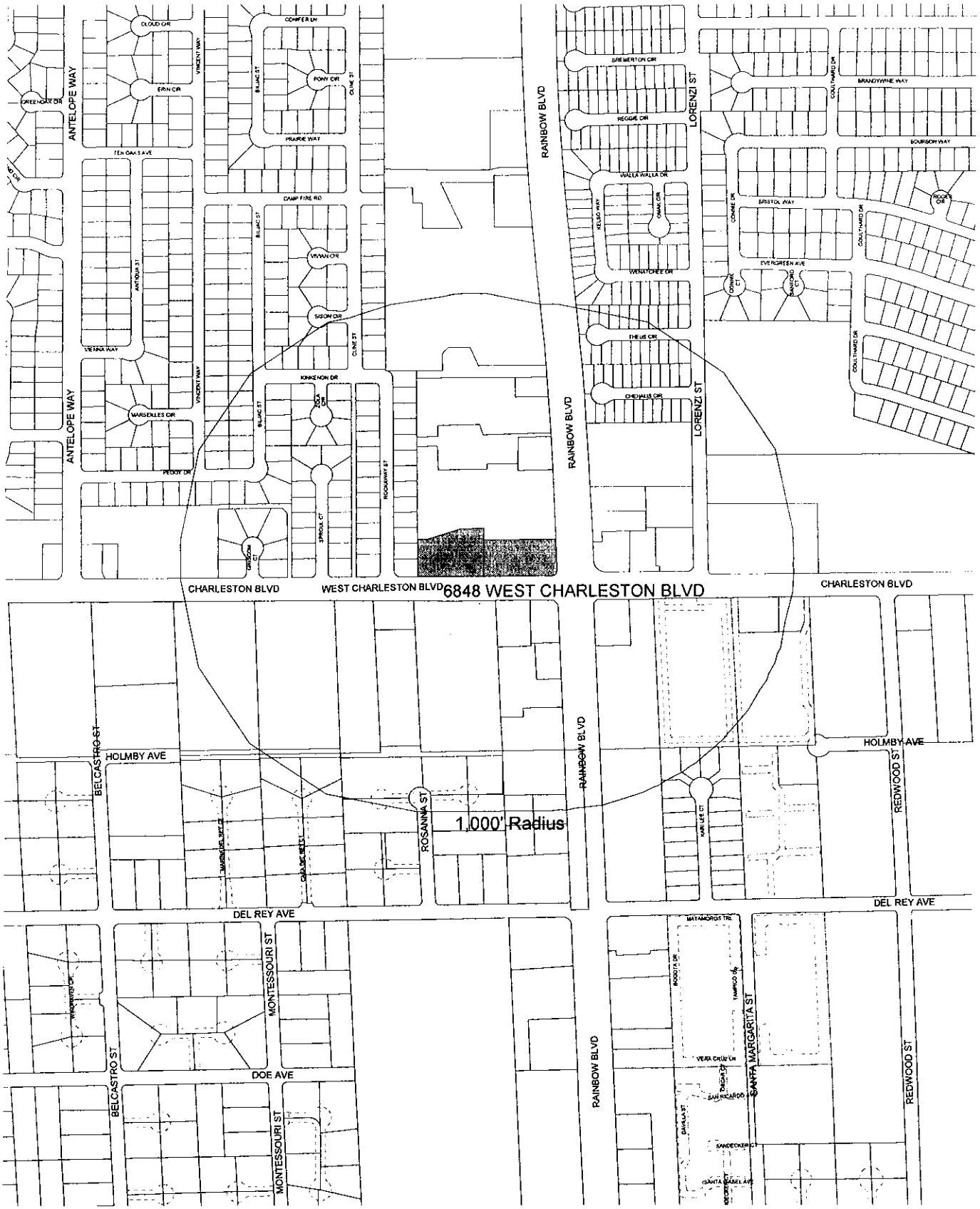
A. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8” x 10” in size, with lettering no smaller than one inch.

B. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.

C. The rates published shall be the only rates charged.

BACKUP DOCUMENTATION:
Map

TRACY TAYLOR



City of Las Vegas Agenda Item No.: **25.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Beer/Wine License for A Time in History, Inc., Location: 713 Stewart Avenue, Dates: May 14 - 17, 2009, Type: Special Event Beer/Wine, Event: Helldorado Rodeo Event, Responsible Person in Charge: Lori Yerger - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Approval of a Special Event Beer/Wine License. Event times for May 14th & 15th are 4:00 p.m. - 12:00 a.m. Event times for May 16th & 17th are 12:00 p.m. - 12:00 a.m.. Estimated attendance is 800. Security provided by City of Las Vegas Marshals.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 090171-LD, Geotechnical Evaluation and Geophysical Survey Agreement for Regional Public Safety Complex located at Deer Springs Way and Alpine Ridge Way - Department of Public Works - Award recommended to: NINYO AND MOORE ($67,000 - Multipurpose Special Revenue Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $67,000
Funding Source: Multipurpose SRF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for consultant services for geotechnical evaluation and geophysical survey to evaluate subsurface soil conditions at the site and to evaluate the presence and approximate location of underground utilities at the site. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this project is provided by the Emergency Management Preparedness Grant Program.

PCC: T. Fernandez
POC: Robert Troisi - (702) 433-0330

RECOMMENDATION:
That City Council approve award of Agreement No. 090171-LD, Geotechnical Evaluation and Geophysical Survey Agreement for Regional Safety Complex to Ninyo and Moore in the amount of $67,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Ninyo & Moore
Address	6100 Paradise Road, Suite E
Telephone	(702) 433-0330
EIN or DUNS	33-0269828

Block 2 Description

Subject Matter of Contract/Agreement:

Regional Public Safety Complex

Geotech and Geophysical

RFP #

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

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.	Avram Ninyo, Principal Engineer	5710 Ruffin Road San Diego, California 92123	(858) 576-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Notary Public - State of Nevada
County of Clark
LOUISE T. KIDD
My Appointment Expires
June 16, 2010
No: 98-4924-1

Robert A. Orgin
Name

01-14-09
Date

Subscribed and sworn to before me this 14th day of January, 2009.

Louise T Kidd
Notary Public

State of Nevada
County of Clark

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of revision to Purchase Order No. 250783, Legal Representation for Union Park Development Matters located at 100 South Grand Central Parkway - APN 193-34-110-006 - City Parkway V, Inc. - Award recommended to: THE ROSENFELD LAW GROUP ($100,000 - City Parkway V Operating Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: City Parkway V Operating Fund
Dept./Division: City Parkway V, Inc.

PURPOSE/BACKGROUND:
On September 19, 2007 City Council approved the issuance of a purchase order in the amount of $100,000 to fund legal representation services for Union Park development matters. On June 18, 2008 City Council approved a revision to the purchase order in the amount of $160,000 to continue representation services. On August 20, 2008 City Council approved a revision to the purchase order in the amount of $100,000 to continue representation for Forest City Live/Work Forest contract negotiations and finalize the creation of the Union Park Master Association and Covenants. This revision allows for additional legal representation for Union Park development matters.

PCC: D. Dixon
POC: Matthew Kesting - (702) 386-8637

RECOMMENDATION:
That City Council approve revision to Purchase Order No. 250783, Legal Representation for Union Park Development Matters to The Rosenfeld Law Group in the amount of $100,000 for a revised total estimated amount of $460,000.

BACKUP DOCUMENTATION:
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 or agreement with the City of Las Vegas.

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

The Rosenfeld Law Group	Legal Representation for City Parkway Matters
Efrem A. Rosemfeld	Attorney Services
6725 Via Austi Parkway Suite 200 Las Vegas, Nevada 89119	
(702) 386-8637	
EIN: 20-2690417	Agreement # 080070-DK

Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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.	EFREM A. ROSENFELD/ PRESIDENT	6725 VIA AUSTI PKWY, #200 LAS VEGAS, NV 89119	702.386.3637
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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: Legal Representation – 61 Acre Project

Date of Attached Document: August 1, 2006 Number of Pages: Four (4)

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.

EFEM A. ROSENFELD, Owner

4/27/09
Date

Subscribed and sworn to before me this 27 day of April 2009

Notary Public

JACQUELIN IERIEN
Notary Public State of Nevada
No. 99-24817-1
My appt. exp. Dec. 19, 2010

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 090140-CW, Professional Annual Audit Services for the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2009, 2010 and 2011 - Department of Finance and Business Services - Award recommended to: KAFOURY, ARMSTRONG & CO. ($552,000 - General Fund and Las Vegas Redevelopment Agency General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $552,000
Funding Source: General Fund and LVRA General Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The City of Las Vegas and the Redevelopment Agency are required to have their financial statements audited annually in accordance with Government Auditing Standards issued by the Comptroller General of the United States. This contract provides these services for fiscal year 2009 ($178,000 fixed price), fiscal year 2010 ($184,000 fixed price) and fiscal year 2011 ($190,000 fixed price) with options for subsequent fiscal years. This contract is the result of a competitive request for proposals process.

PCC: C. White
POC: T. Miramontes - (702) 384-7717

RECOMMENDATION:
That City Council approve award of Contract No. 090140-CW, Professional Annual Audit Services for the City of Las Vegas and the Redevelopment Agency for Fiscal Years 2009, 2010 and 2011 to Kafoury, Armstrong & Co. in the three-year amount of $552,000 and approve award of subsequent option periods. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate – Disclosure of Ownership/Principals

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	**Block 2 Description**
Name **Kafoury, Armstrong & Co.**	**Subject Matter of Contract/Agreement** **Professional Audit Services**
Address **8329 West Sunset Road, Suite 210, Las Vegas, NV 89113**	
Telephone **702-384-7717**	
EIN or DUNS **88-0116396**	**Contract No. 090140-CW**

Block 3 **Type of Business**

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

ATTACHMENT 1

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.	Teri Gage, Shareholder	975 5th Street, Elko, NV 89801	775-738-5134
2.	Robert Heguy, Shareholder	975 5th Street, Elko, NV 89801	775-738-5134
3.	Laurel Jackson, Shareholder	301 West Tolas Place, Fallon, NV 89406	775-423-6505
4.	James Johnson, Shareholder	301 West Tolas Place, Fallon, NV 89406	775-423-6505
5.	Joseph Lane, Shareholder	301 West Tolas Place, Fallon, NV 89406	775-423-6505
6.	Glen Wassmuth, CEO, Shareholder	301 West Tolas Place, Fallon, NV 89406	775-423-6505
7.	Thomas Brooker, Shareholder	8329 West Sunset Road, Suite 210, Las Vegas, NV 89113	702-384-7717
8.	Carlene Gaydosh, Shareholder	8329 West Sunset Road, Suite 210, Las Vegas, NV 89113	702-384-7717
9.	Tamara Miramontes, Shareholder	8329 West Sunset Road, Suite 210, Las Vegas, NV 89113	702-384-7717
10.	Patrick Thorne, Shareholder	8329 West Sunset Road, Suite 210, Las Vegas, NV 89113	702-384-7717
11.	Kristen Burgess, Shareholder	6140 Plumas St., Reno, NV 89519	775-689-9100
12.	Todd Ferguson, Shareholder	6140 Plumas St., Reno, NV 89519	775-689-9100
13.	Kirk Gardner, Shareholder	6140 Plumas St., Reno, NV 89519	775-689-9100
14.	Elizabeth Marler, Shareholder	6140 Plumas St., Reno, NV 89519	775-689-9100
15.	Felicia O'Carroll, Shareholder	6140 Plumas St., Reno, NV 89519	775-689-9100
16.	Brian Belanger, Shareholder	35 West 1st Street, Winnemucca, NV 89445	775-623-5215
17.	Shelly Drake, Shareholder	35 West 1st Street, Winnemucca, NV 89445	775-623-5215
18.	Andree Rose, Shareholder	35 West 1st Street, Winnemucca, NV 89445	775-623-5215
19.	Mark Arrighi, Shareholder	5 South Main Street, Yerington, NV 89447	775-463-3546
20.	Joan Sciarani-Blake, Shareholder	5 South Main Street, Yerington, NV 89447	775-463-3546

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

ATTACHMENT 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: n/a

Date of Attached Document: _____ Number of Pages: _____

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

Jamaica B Miramontes
Name

4-23-09
Date

Subscribed and sworn to before me this 23rd day of April, 2009

Karen A. Westhoff
Notary Public

Notary Public - State of Nevada
County of Clark
KAREN A. WESTHOFF
My Appointment Expires
June 10, 2011
No: 0[illegible]93-1

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 090174-LD, Program Consulting Services Agreement for RMP-CAPP (Risk Management Plan-Chemical Accident Prevention Program) 2009 for the Water Pollution Control Facility (WPCF) located at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: ANGELO & NEWTON LLC ($458,865 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $458,865
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for consultant to act as Program Manager for the 2009 Chemical Accident Prevention Program (CAPP) on behalf of the WPCF. This consultant will inventory and document pressure vessels at site in order to register them with the State of Nevada's Safety Division and conduct inventory and operational analysis of the facility's flammable digester system. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis
POC: Everett Spore - (702) 384-1900

RECOMMENDATION:
That City Council approve the award of Agreement No. 090174-LD, Program Consulting Services Agreement for RMP-CAPP 2009 for the Water Pollution Control Facility to Angelo & Newton, LLC in the amount of $458,865. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Angelo & Newton LLC
Address	827 Vermillion Dr.; Henderson, NV 89002-8447
Telephone	(702) 384-1900
EIN or DUNS	026-0545050

Block 2	**Description**
	RMP-CAPP 2009
RFP #	

Block 3 Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

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.	Everette M. Spore	827 Vermillion Dr.	(702) 384-1900
2.	Janet E. Spore	827 Vermillion Dr.	(702) 384-1900
3.	EJS Living Trust	827 Vermillion Dr.	702) 384-1900
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 — **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

2/3/09
Date

Subscribed and sworn to before me this 3rd day of February, 2009

_____
Notary Public

TOMMI ANN BRYAN
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 98-4075-1
MY APPT. EXPIRES SEPT. 1, 2010

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of First Amendment to Agreement No. 080197-DC, Engineering Design Services for the Large Diameter Pipeline Assessment Program: 5 Year Cycle - Department of Public Works - Award recommended to: PROJECT ENGINEERING CONSULTANTS, LTD. ($988,814.52 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $988,814.52
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On February 20, 2008 City Council approved Year 1 of the 5 year program for consultant to provide the inspection, cleaning and evaluation of the condition of sewer pipeline that is older than ten years old and 15 inches in diameter and larger, with four one-year options to renew. This amendment provides for Year 2 of the program to include the assessment of approximately 161,252 feet of sewer pipeline and 447 manholes. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Robert Swenson - (702) 360-1044

RECOMMENDATION:
That City Council approve the First Amendment to Agreement No. 080197-DC, Engineering Design Services Agreement for Large Diameter Pipeline Assessment Program: 5 Year Cycle to Project Engineering Consultants, LTD in the amount of $988,814.52, increasing the total amount of the Agreement to $1,998,658.96 and approve an estimated annual amount of $1,000,000 for optional renewal years three, four and five. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Certificate - Disclosure of Ownership/Principals

ATTACHMENT 1

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Contracting Entity
PROJECT ENGINEERING CONSULTANTS, LTD.
285 E. Warm Springs Rd., No. 108 Las Vegas, NV 89119
(702) 360-1044
EIN or DUNS: 860466210

Description

Contract for: "Large Diameter Pipeline Assessment Program: 5 YEAR CYCLE"

Contract No.

Type of Business

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

ATTACHMENT 1

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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.	Larry M. Maldonado Chairman: Board of Directors	2310 W. Mission Lane, No. 4 Phoenix, AZ 85021	(602) 906-1901
2.	Steve L. Mortensen Chief Executive Officer	2310 W. Mission Lane, No. 4 Phoenix, AZ 85021	(602) 906-1901
3.			
4.			
5.			
6.			
7.			
8.			

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

DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name

01.14.09
Date

Subscribed and sworn to before me this 14th day of January, 2009

Notary Public

Notary Public - State of Nevada
COUNTY OF CLARK
ESTHER K. MEDELLIN
No. 98-3260-1 My Appointment Expires June 5, 2010

[CAO – September 2001]

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 080166-TB, Equestrian Concession located at Floyd Lamb Park at Tule Springs, 9200 Tule Springs Road - Department of Leisure Services - Award recommended to: LAS VEGAS CARRIAGE, LLC (minimum revenue of $3,600 annually) - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Leisure Services

PURPOSE/BACKGROUND:
This agreement will allow an equestrian concession offering horseback riding lessons, horse rentals, carriage driving lessons, carriage rides, wagon driving lessons and wagon rides at Floyd Lamb Park at Tule Springs. Las Vegas Carriage, LLC agrees to pay the City $300 per month for a total of $3,600 a year or 6% of the gross annual receipts, whichever is greater, for the rights to this concession.

PCC: T. Boyce
POC: Robert Humphreys - (702) 596-6715

RECOMMENDATION:
That City Council approve award of Contract No. 080166-TB, Equestrian Concession at Floyd Lamb Park at Tule Springs to Las Vegas Carriage, LLC. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Encroachment Request from CVL Consultants, Incorporated, on behalf of Gilcrease Well Corporation, developer (Racel Street and Cimarron Road) - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for a 15-inch polyvinylchloride (PVC) irrigation line extending from the Gilcrease Bird Sanctuary extending northward under Cimarron Road for approximately 155-feet where it will extend approximately 1,380-feet eastward under Racel Street. The irrigation line will be approximately 12-feet to13-feet underground on both Cimarron Road and Racel Street. This request was previously approved by City Council on June 4, 2008 but due to unforeseen circumstances the location of the waterline has to be relocated. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Copy of Encroachment Exhibit "A" (Cimarron Road and Racel Street)
2. Copy of Encroachment Exhibit "B" (Cimarron Road)
3. Copy of Encroachment Exhibit "C" (Cimarron Road and Racel Street)

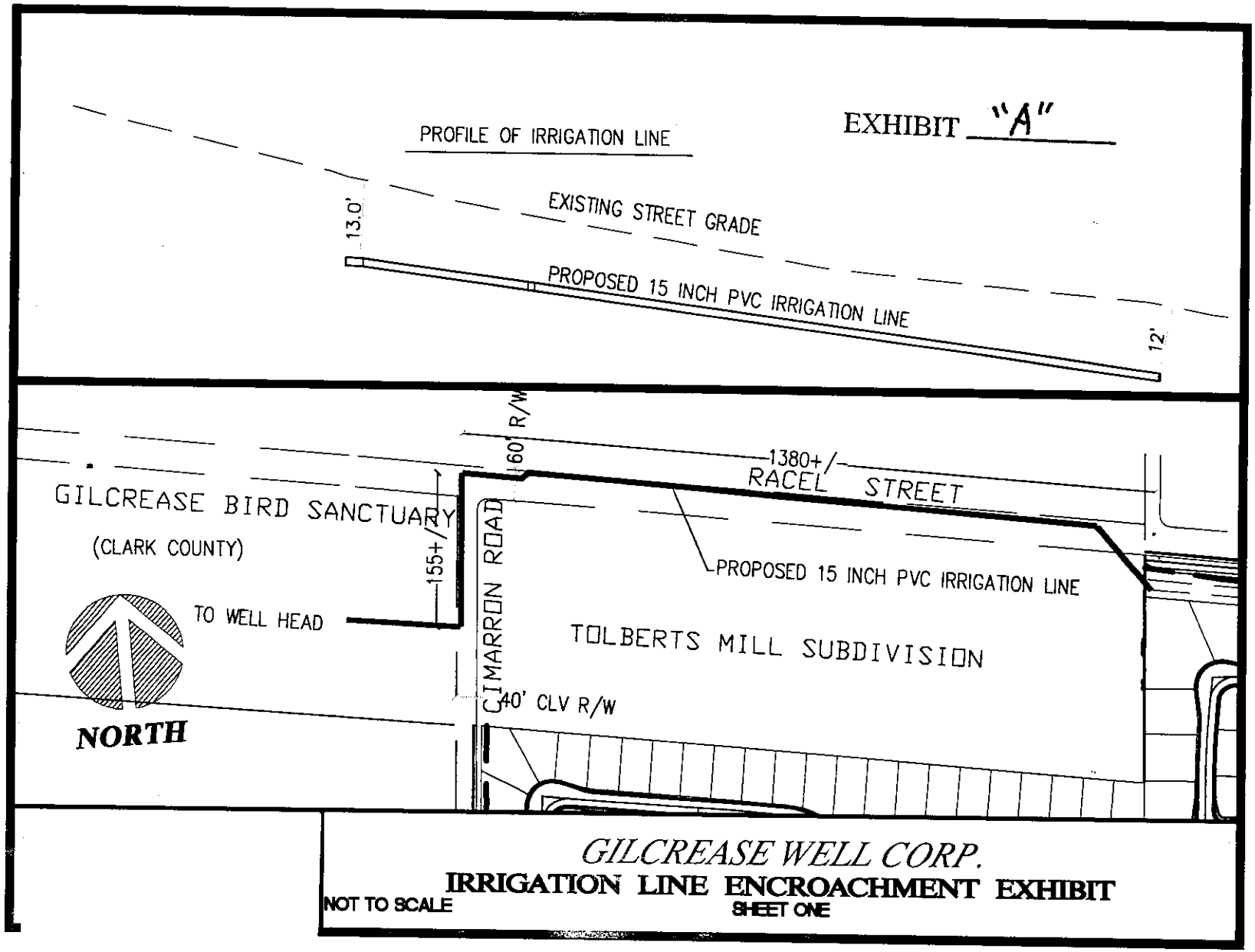


EXHIBIT "A"
PROFILE OF IRRIGATION LINE
EXISTING STREET GRADE
13.0'
PROPOSED 15 INCH PVC IRRIGATION LINE
12'
60' R/W
1380+/-
RACEL STREET
GILCREASE BIRD SANCTUARY
(CLARK COUNTY)
155+/-
TO WELL HEAD
CIMARRON ROAD
PROPOSED 15 INCH PVC IRRIGATION LINE
TOLBERTS MILL SUBDIVISION
40' CLV R/W
NORTH
GILCREASE WELL CORP.
IRRIGATION LINE ENCROACHMENT EXHIBIT
NOT TO SCALE
SHEET ONE

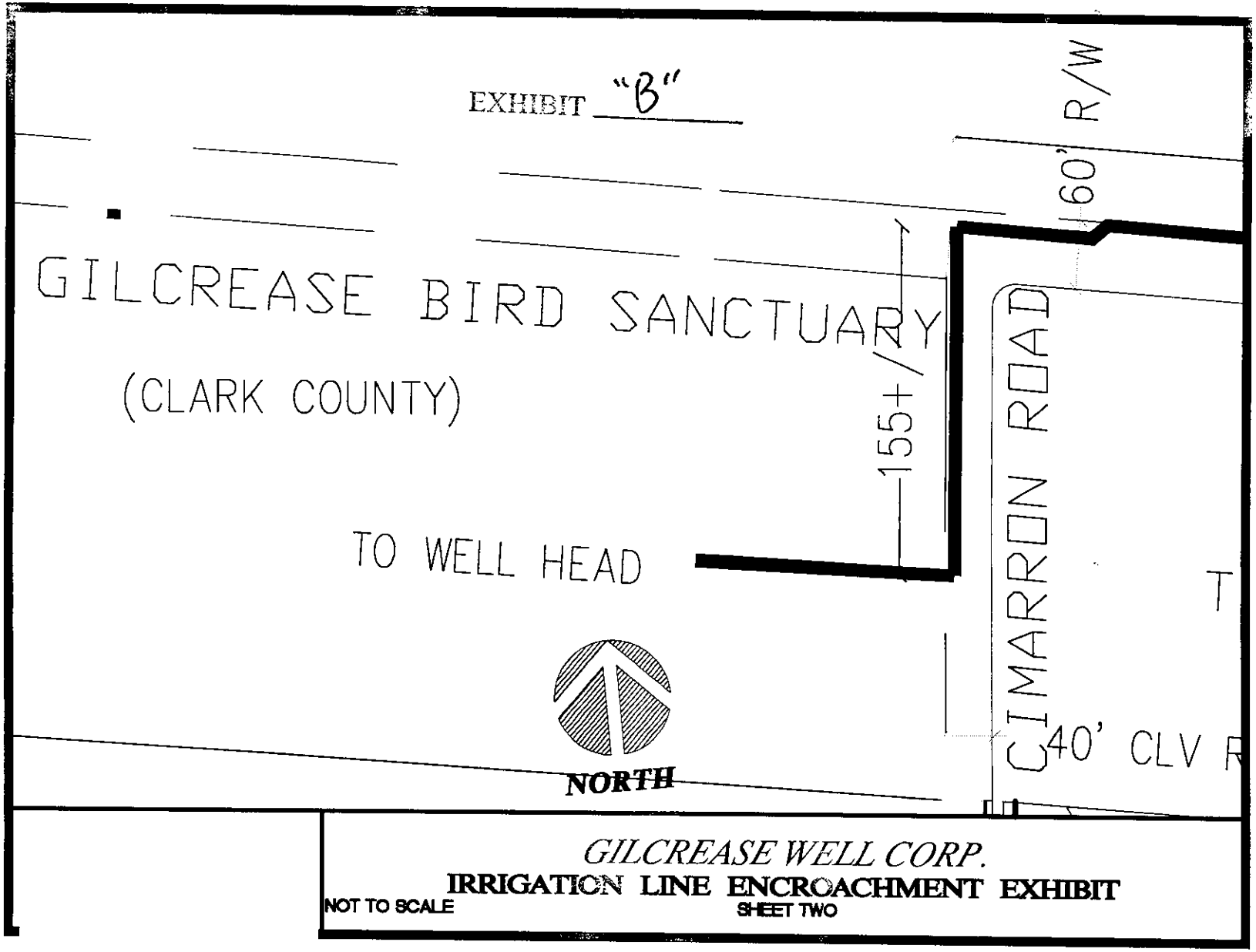


EXHIBIT "B"
60' R/W
GILCREASE BIRD SANCTUARY
(CLARK COUNTY)
155+/-
CIMARRON ROAD
TO WELL HEAD
NORTH
40' CLV R
GILCREASE WELL CORP.
IRRIGATION LINE ENCROACHMENT EXHIBIT
NOT TO SCALE
SHEET TWO

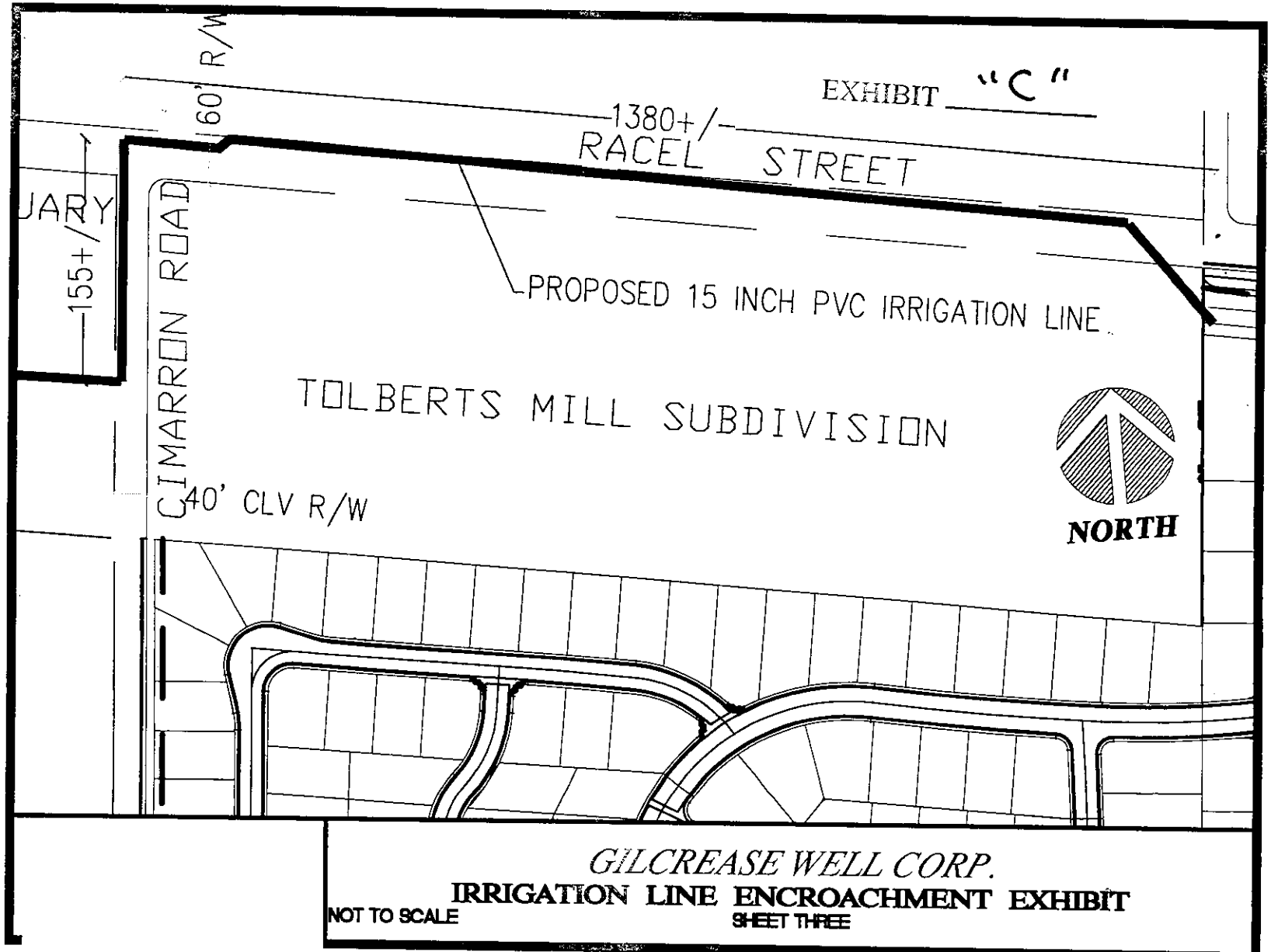


EXHIBIT "C"
60' R/W
1380+/-
RACEL STREET
JARY
155+/-
CIMARRON ROAD
PROPOSED 15 INCH PVC IRRIGATION LINE
TOLBERTS MILL SUBDIVISION
40' CLV R/W
NORTH
GILCREASE WELL CORP.
IRRIGATION LINE ENCROACHMENT EXHIBIT
NOT TO SCALE
SHEET THREE

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

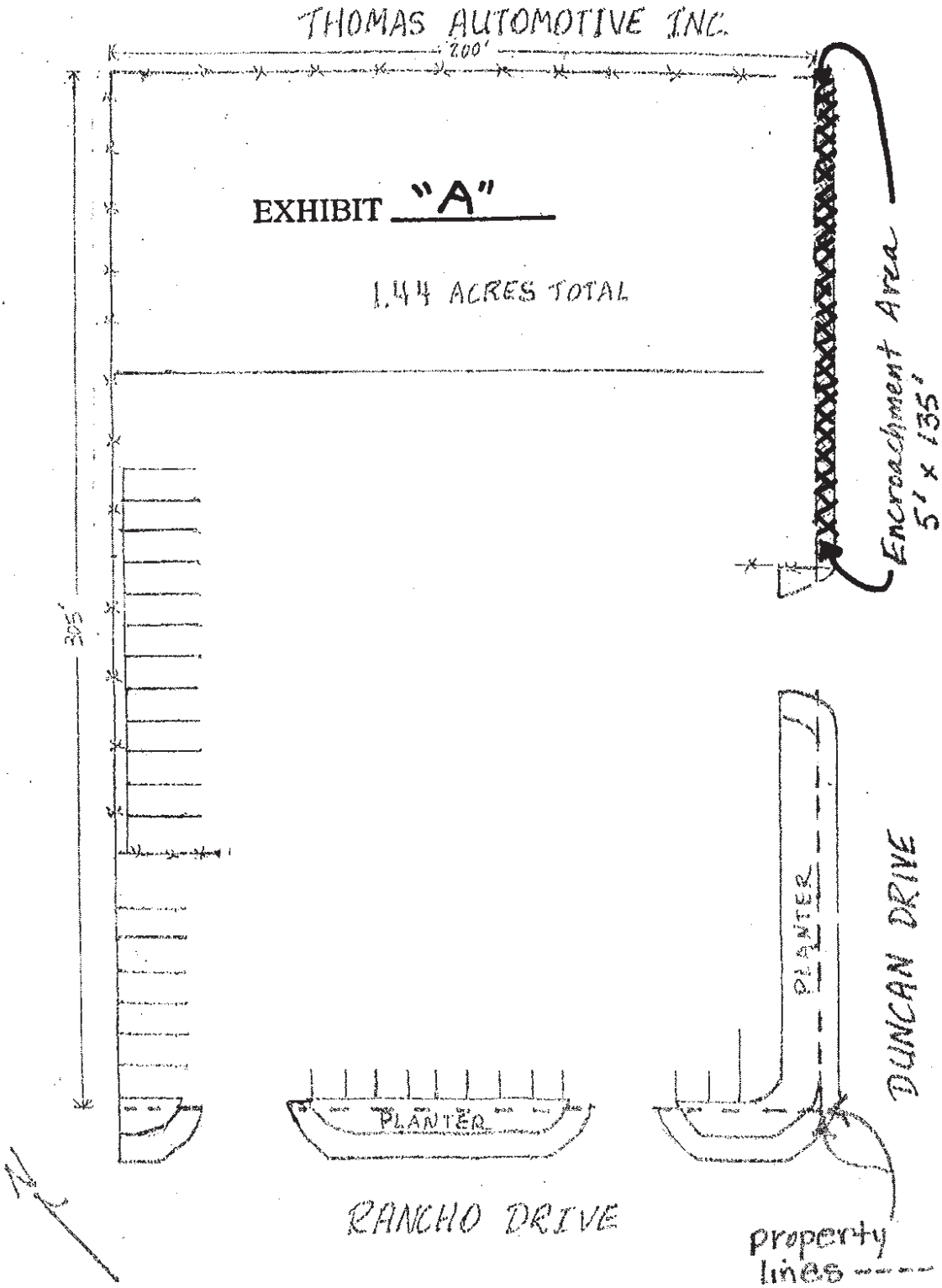
SUBJECT:
Approval of an Encroachment Request from Larry D. Thomas and Nerissa L. Thomas, owners (northeast corner of Duncan Drive and Rancho Drive) - Ward 6 (Ross)

Fiscal Impact
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for an approximate 5-foot wide 2-inch deep area of crushed rock landscaping on the north side of Duncan Drive extending northeast for approximately 135-feet from the driveway located on Duncan Drive east of Rancho Drive for Thomas Automotive. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (northeast corner of Duncan Drive and Rancho Drive)


THOMAS AUTOMOTIVE INC.
200'
EXHIBIT "A"
1.44 ACRES TOTAL
Encroachment Area
5' x 135'
305'
PLANTER
PLANTER
DUNCAN DRIVE
RANCHO DRIVE
property lines

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer Connection Agreement with WRG Design on behalf of Las Vegas LTC Properties, LLC, owner and an Interlocal Contract with Clark County Water Reclamation District for sewer services located at the northwest corner of Regena Avenue and Fort Apache Road, APN 125-30-502-010 - County (near Ward 6 - Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is to connect one parcel with a proposed usage as a 120 bed congregate care facility located at the northwest corner of Regena Avenue and Fort Apache Road. The owner proposes to connect to the existing 10-inch sewer in Centennial Parkway. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and "Petition for Annexation".

RECOMMENDATION:
Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

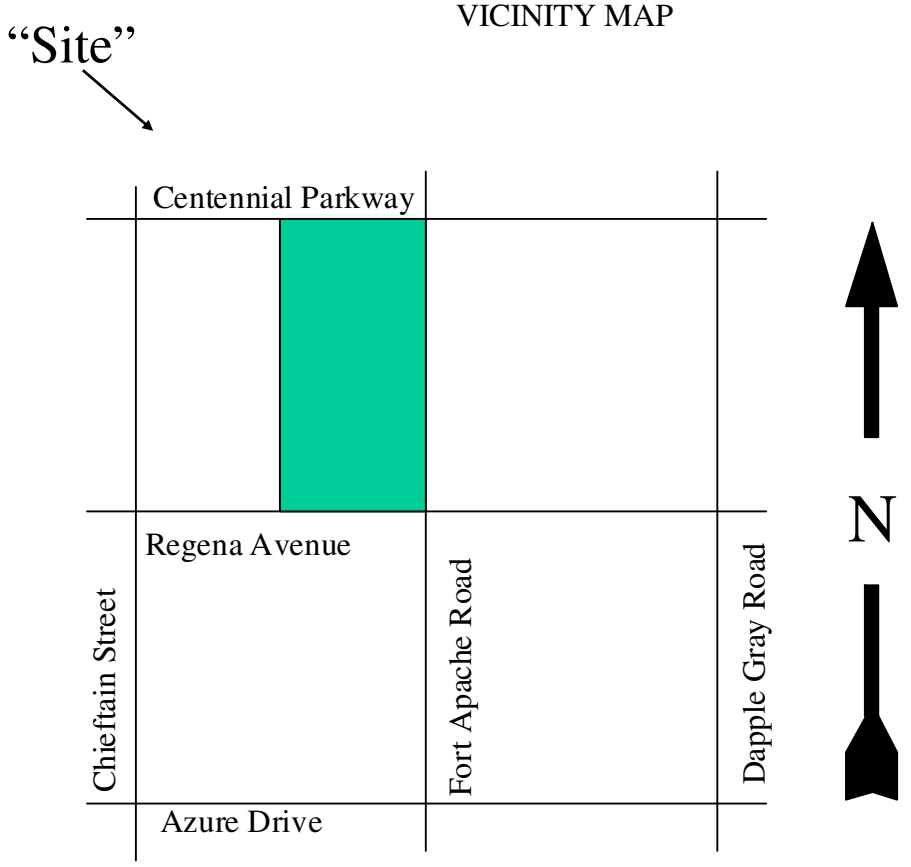
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH WRG DESIGN ON BEHALF OF LAS VEGAS LTC PROPERTIES, LLC, OWNER AND AN INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES (NORTHWEST CORNER OF REGENA AVENUE AND FORT APACHE ROAD, APN 125-30-502-010)

VICINITY MAP



City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer Connection Agreement with Samuel Newberry, owner and an Interlocal Contract with Clark County Water Reclamation District for sewer services located north of Vegas Drive and east of Valley Drive, APN 139-19-811-049 - County (near Ward 5 - Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is to connect one parcel with an existing usage as a single family dwelling located north of Vegas Drive, east of Valley Drive. The owner proposes to connect to the existing 21 inch sewer in Vegas Drive. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and "Petition for Annexation".

RECOMMENDATION:
Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

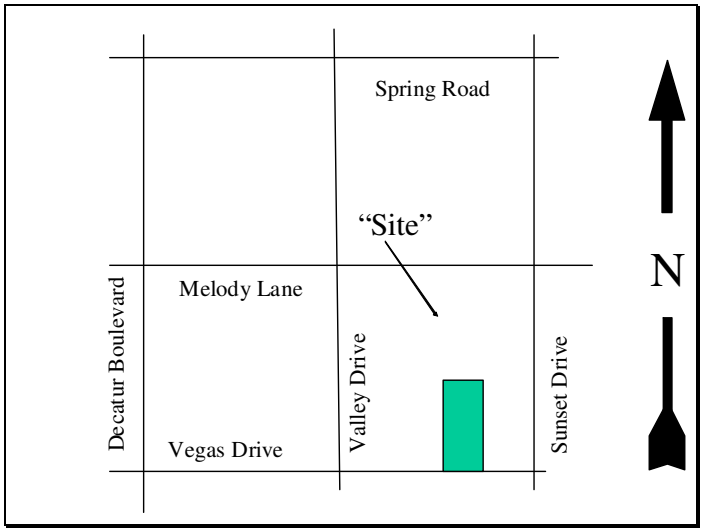
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH SAMUEL NEWBERRY, OWNER AND AN INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES (NORTH OF VEGAS DRIVE AND EAST OF VALLEY DRIVE, APN 139-19-811-049)

VICINITY MAP



City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer and Horse Trail Improvements Agreement with D.R. Horton, Inc., developer, for the construction and installation of sewer and horse trail improvements within Tule Springs at Floyd Lamb State Park - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Agreement is a condition of receiving approvals on various development applications related to the Log Cabin Ranch community located in northwest Las Vegas. The developer proposes to construct and install sewer and horse trail improvements within Tule Springs at Floyd Lamb Park in exchange for certain building permits in the Log Cabin Ranch community. The applicant has signed the required offsite improvements agreements.

RECOMMENDATION:
Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:
Sewer and Horse Trail Improvements Agreement

SEWER AND HORSE TRAIL IMPROVEMENTS AGREEMENT

This Improvements Agreement ("Agreement") is made and entered into this 15 day of April, 2009, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as the "City"), and D.R. Horton, Inc., a Delaware corporation, with its principal place of business in Nevada located at 330 Carousel Pkwy, Henderson, Nevada 89014 (hereinafter referred to as "DRH").

WITNESSETH:

WHEREAS, DRH is the developer of the Log Cabin Ranch community (the "Community") located in Northwest Las Vegas;

WHEREAS, as a condition of receiving approvals from the City on various applications related to the Community, the City required that DRH obtain a sewer easement ("Sewer Easement") over portions of land within the Floyd Lamb State Park ("FLSP") from the State of Nevada ("State") for a gravity-flow sewer system;

WHEREAS, DRH obtained the Sewer Easement from the State in exchange for DRH's commitment to install certain sewer improvements within FLSP, as set forth in that certain April 5, 2005 letter agreement from DRH to the State;

WHEREAS, in or around 2007, the State transferred ownership and control of FLSP to the City;

WHEREAS, in connection with DRH's future construction of sewer improvements within FLSP, GC Wallace submitted to the City for approval on May 11, 2006 plans for full sewer improvements within FLSP (the "Complete FLSP Sewer Plans"); the FLSP Sewer Plans were eventually approved by the City;

WHEREAS, the City has maintained that the Complete FLSP Sewer Plans constitute the scope of DRH's commitment to install sewer improvements within FLSP;

WHEREAS, the City has put a hold on the approval and issuance of building permits to DRH for, among other things, DRH's failure to construct the sewer improvements in accordance with the Complete FLSP Sewer Plans;

WHEREAS, DRH maintains that preparation of the Complete FLSP Sewer Plans was necessary to ensure that the portion of the FLSP sewer system which DRH had committed to install would function properly with the balance of the FLSP sewer system, and that the true and accurate scope of DRH's commitment is set forth in its April 5, 2005 letter commitment to the State;

WHEREAS, DRH and the City have come to an agreement regarding the scope of the sewer improvements which DRH is required to install within FLSP (the "Sewer Improvements"), upon the terms set forth herein;

WHEREAS, DRH and the City have also come to an agreement regarding the scope of certain horse trail improvements (the "Horse Trail Improvements") which DRH will construct and install within a portion of the Sewer Easement, upon the terms set forth herein;

WHEREAS, in exchange for DRH's construction of the Sewer Improvements and the Horse Trail Improvements, and the other terms and provisions set forth herein, the City has agreed to release certain building permits to DRH at the Community according to the schedule set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, of the mutual promises and agreements that are hereinafter contained and of other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, said parties do hereby agree as follows:

1. **SEWER IMPROVEMENTS**. DRH shall obtain all necessary permits, construct and install, at its sole cost and expense, the following Sewer Improvements for and within FLSP:

a. Approximately Three Thousand Eight Hundred Thirty (3,830) linear feet of eight inch (8") sewer main line in accordance with the revised Improvement Plans for Floyd Lamb State Park Sewer System approved by the City, attached hereto as Exhibit A ("Revised Sewer Plans").

b. Six (6) ten foot six inch (6") stubs for future connections in accordance with the Revised Sewer Plans.

c. Four (4) six foot eight inch (8") continuations in accordance with the Revised Sewer Plans.

d. Eighteen (18) manholes in accordance with the Revised Sewer Plans.

2. **RESTORATION.** In connection with its construction of the Sewer Improvements set forth in Section 1 above, DRH shall take the following action, at its sole cost and expense, to restore the areas of FLSP disturbed by DRH's construction activities:

a. Backfill and properly compact all sewer trenching and level off to match existing grades in accordance with all applicable ordinances and regulations of the City, including without limitation the Uniform Standard Drawings for Public Works Construction, Clark County Area, and the Uniform Standard Specifications for Public Works Construction, Clark County area, that are in effect on the date of the execution of this Agreement.

b. Cold-patch all asphalt roadways disturbed by the construction of the Sewer Improvements to reasonably conform in surface and appearance to the adjacent undisturbed portions of the roadway, to the reasonable satisfaction of the City.

c. Repair landscape areas to their approximate pre-construction condition by replacing all turf or other landscape amenities which are damaged or removed as a direct result of the construction of the Sewer Improvements.

3. **HORSE TRAIL IMPROVEMENTS.** DRH shall obtain all necessary permits, construct and install, at its sole cost and expense, the following Horse Trail Improvements:

a. Approximately 8,950 linear feet of multi-use horse trail in accordance with the approved Horse Trail Plans attached hereto as Exhibit B.

b. Repair landscape areas to their approximate pre-construction condition by replacing all turf or other landscape amenities which are damaged or removed as a direct result of the construction of the Horse Trail Improvements.

4. **CONSTRUCTION SCHEDULE.**

a. Sewer Improvements. DRH shall commence construction of the Sewer Improvements no later than thirty (30) days following the date this Agreement is fully executed by DRH and the City. DRH shall substantially complete all Sewer Improvements no later than ninety (90) days following commencement of construction; provided, however, that this schedule may be extended to allow DRH additional time to complete construction of the Sewer Improvements in the event DRH or its subcontractors encounter existing conditions on the FLSP land that cause unusual or unforeseen delays.

b. Horse Trail Improvements. DRH shall commence construction of the Horse Trail Improvements no later than May 7, 2009. DRH shall substantially complete all Horse Trail Improvements no later than forty-five (45) days following commencement of construction; provided, however, that this schedule may be extended to allow DRH additional time to complete construction of the Horse Trail Improvements in the event DRH or its subcontractors encounter existing conditions that cause unusual or unforeseen delays.

c. Delays. DRH shall notify the City within a reasonable time of any delays in construction caused by any conditions

5. **CITY INSPECTIONS**. The City shall assist DRH in obtaining information regarding the location of existing utility lines and other underground improvements within FLSP. The City shall also inspect the construction of the Sewer Line and the Horse Trail Improvements pursuant to the Las Vegas Municipal Code.

6. **BUILDING PERMITS**. The City has put a hold on all new building permits for DRH at the Community. The City agrees that building permits for the Community ("Building Permits") shall be released to DRH according to the following schedule:

a. The City shall release to DRH ten (10) Building Permits upon the approval by City staff, and the approval and execution by DRH, of this Agreement.

b. The City shall release to DRH five (5) additional Building Permits upon DRH's commencement of construction of the Horse Trail Improvements. Construction of the Horse Trail Improvements shall be deemed to have commenced hereunder on the first day DRH, or its subcontractors, have grading equipment onsite and grading has commenced.

c. The City shall release to DRH five (5) additional Building Permits upon DRH's commencement of construction of the Sewer Improvements. Construction of the Sewer Improvements shall be deemed to have commenced hereunder on the first day DRH, or its subcontractors, have excavation equipment onsite, excavation of the sewer trenches has commenced, and any pipe has been placed in the trench.

d. The City shall release to DRH (15) additional Building Permits upon the substantial completion by DRH of the Horse Trail Improvements.

e. The City shall release to DRH ten (10) additional Building Permits upon DRH's completion of construction on both the Sewer Improvements and the Horse Trail Improvements, and the City's acceptance thereof.

f. The City shall consider, in the discretion of City staff, releasing additional Building Permits to DRH as construction on the Sewer Improvements progresses to the satisfaction of City staff. This provision shall not require the City to release any Building Permits to DRH beyond that required under subsections (a) – (e) above.

g. DRH shall have the right to determine the lots and subdivisions within the Community for which additional Building Permits will be released by the City according to the above schedule.

The City's release of any Building Permits to DRH shall be subject to DRH's compliance with all applicable state and local laws, codes and regulations governing the requested permit and the release of building permits. DRH understands and acknowledges that the language regarding release of permits is related solely to the Public Works Department division of Land Development, and in no way does this language preclude a building permit hold by another City department if DRH has not complied with all relevant state and local laws, codes and regulations governing the requested permit.

7. **OTHER AGREEMENTS**. Prior to commencement of construction, the City and DRH shall enter into a standard form off-site improvements agreement for the Horse Trail Improvements. The parties acknowledge that they have already entered into a separate off-site improvements agreement for the Sewer Improvements, and that no further agreements for the performance of such work by DRH is required, but DRH does acknowledge that additional bonds and fees may apply pursuant to the Las Vegas Municipal Code. In the event that any of the terms and provisions of this Agreement specifically conflict with the terms and conditions set forth in the off-site improvements agreements for either the Horse Trail Improvements or the Sewer Improvements, the parties acknowledge and agree that the terms and provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY BRIDGES, Acting City Clerk

APPROVED AS TO FORM

_____
JAMES B. LEWIS
DEPUTY CITY ATTORNEY

D.R. HORTON, INC., a Delaware corporation

By: _____
JAMES R. FRASURE, Division President

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Assistant Secretary of DRHI, Inc., a Delaware corporation (the "Company"), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Executive Committee of the Board of Directors of the Company dated April 19, 2005 (the "Resolutions"). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof.

Election of Vice President and Division President

RESOLVED, that James R. Frasure is hereby elected or re-elected to the office of Vice President of the Company and Division President (the "Division President") of the Company's Las Vegas Division (the "Division"), to serve until the next annual meeting of the directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal.

RESOLVED FURTHER, that the Division President is hereby authorized and empowered, in the Division and in the name and on behalf of (A) the Company, (B) any partnership of which the Company is a general partner, manager or agent, and (C) any limited liability company of which the Company is a member, manager or agent (collectively the "Entities"), (i) subject to written approval by any one of the following officers of the Company: (a) Chairman of the Board, (b) President, (c) Senior Executive Vice President, (d) Executive Vice President or (e) the Region President of the Division (the "Approving Officers"), to execute and deliver contracts, agreements and other documents and instruments for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to written approval by any one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Entities, closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Entities and (iii) to execute and deliver office and model home leases and such other agreements, instruments or documents as the Approving Officers shall direct.

RESOLVED FURTHER that, in connection with the management of the Entities' business, the Division President is hereby authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver (i)

contracts, agreements and other documents and instruments for the subdivision, development and/or improvement of real property, (ii) home sales contracts, sales person employment agreements and similar or equivalent agreements, documents or instruments and (iii) personal property leases for, among other things, office equipment and construction trailers.

RESOLVED FURTHER that, in connection with the management of the Entities' business in the Division, the Division President shall be authorized and empowered, in the name and on behalf of the Entities in the Division, to execute and deliver any and all documents and instruments necessary to sell and convey title to single-family homes.

IN WITNESS WHEREOF, the undersigned has set his hand on the 10th day of June, 2005.

Paul Buchschacher,
Assistant Secretary

CERTIFICATE OF ASSISTANT SECRETARY

The undersigned hereby certifies as follows:

1. He is a duly elected, qualified and acting Assistant Secretary of D.R. Horton, Inc., a Delaware corporation (the "Company"), is familiar with the facts herein certified and is duly authorized to certify the same.

2. The following is a true, correct and complete copy of resolutions related to the subject matter as adopted by the Consent of Executive Committee of the Board of Directors of the Company dated June 3, 1998 (the "Resolutions"). The Resolutions have not been amended, rescinded or modified and remain in full force and effect as of the date hereof, except that subsequent to June 3, 1998, James R. Frasure was elected as Vice President of the Company and Division President of the Las Vegas Division, Donald R. Horton was elected Chairman of the Board of the Company, Donald J. Tomnitz was elected Vice Chairman, President and Chief Executive Officer and James K. Schuler was elected Senior Vice President of the Company and Region President as an "Approving Officer" with regard to the Las Vegas Division.

Election of Officer

RESOLVED, that James R. Frasure is hereby elected to the office of Vice President of the Company to serve as Division Manager of the Company's Las Vegas Division until the 1999 annual meeting of directors of the Company and until his successor is duly elected and qualified or until his earlier death, resignation or removal;

RESOLVED FURTHER, that James R. Frasure, as Vice President of the company, is hereby authorized and empowered, in the name and on behalf of the Company, (i) subject to written corporate approval by any one of the following directors or officers of the Company: a) Donald R. Horton, the Chairman of the Board and President, b) Donald J. Tomnitz, Executive Vice President, c) David J. Keller, Executive Vice President, d) Richard Beckwitt, Executive Vice President, or e) Thomas F. Noon, Vice President (the "Approving Officers"), to execute and deliver contracts, agreements and other documents and instruments for the purchase of real property, and any improvements or appurtenances constructed thereon or affixed thereto, or any interest therein, including without limitation any right-of-way, easement, leasehold or other tangible or intangible property, right or interest, and any personal property relating or incident thereto, (ii) subject to the written corporate approval of any one of the Approving Officers, to execute and deliver contracts, agreements, deeds, conveyances or other obligations of the Company, closing statements and other documents and instruments for the sale of improved or unimproved real property, or any interest or right therein, owned, leased or otherwise controlled by the Company, and (iii) to execute and deliver office and model home leases and such other agreements, instruments or documents as the Approving Officers of the Company shall direct;

RESOLVED FURTHER, that, in connection with the management of the Company's business, James R. Frasure, as Vice President of the Company, shall be authorized and empowered, in the name and on behalf of the Company, to execute and deliver (i) home sales contracts, salesman's employment agreements and similar or equivalent agreements, documents or instruments and (ii) personal property leases for, among other things, office equipment and construction trailers; and

RESOLVED FURTHER, that in connection with the management of the Company's business, James R. Frasure, as Vice President of the Company, shall be authorized and empowered, in the name and on behalf of the Company, to execute and deliver any and all documents and instruments necessary to sell and convey title to single-family homes.

IN WITNESS WHEREOF, the undersigned has set his hand on the 10th day of June, 2005.

Paul W. Buchschacher,
Assistant Secretary

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Contract No. 461d between the City of Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to provide fiber optic communication trunk lines across major roads within the ITS Communication Infrastructure project - All Wards and County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This project will provide fiber optic communication trunk lines across the major corridors within the City of Las Vegas for Freeway and Arterial System of Transportation (FAST). These fiber optic lines will serve to provide the additional bandwidth required to transmit both data and video signals between the FAST Traffic Management Center and the various ITS field devices including: traffic signal controllers, closed circuit television and variable message signs. These ITS devices will reduce congestion by permitting enhanced traffic management through real-time traffic signal coordination based on video surveillance of existing traffic conditions. This Supplemental Interlocal Contract is to extend the project completion date to June 30, 2011.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Contract No. 461d
2. Exhibit A

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
ITS COMMUNICATION INFRASTRUCTURE PROJECT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this _____ day of _____, 2009 by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY", the COUNTY OF CLARK, hereinafter referred to as "COUNTY" a political subdivision of the State of Nevada and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to design roadway improvements for ITS Communication Infrastructure Project located partially within the CITY, and partially within the COUNTY has been approved by the Regional Transportation Commission.

WHEREAS, the parties have executed an Interlocal Contract dated March 11, 2004 and Supplemental Interlocal Contracts dated October 14, 2004, September 8, 2005 and March 13, 2008 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable; and

WHEREAS, the CITY wishes to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to June 30, 2011.

RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contracts dated March 11, 2004, October 14, 2004, September 8, 2005, and March 13, 2008 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

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Date of Commission Action: 2/12/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to Form and Legality:

John S. Kistilla 3/10/09

Deputy City Attorney Date

Date of Commission Action:

CLARK COUNTY BOARD OF COMMISSIONERS

BY:

RORY REID, Chairman

Attest:

SHIRLEY B. PARRAGUIRRE, County Clerk

EXHIBIT A

ITS Communication Infrastructure Project-461d

Wards	Project Limits
1,2,3,5	Charleston Boulevard: Clark County 215 to Nellis Boulevard
1,5,6	Rancho Road: Rainbow Boulevard to Sahara Avenue
1,4,5,6	Cheyenne Avenue: Clark County 215 to Decatur Boulevard
6	Rainbow Boulevard: Ann Road to Rancho Road
4,6	Ann Road: Centennial Center Boulevard to Rainbow Boulevard
6	Centennial Center Boulevard: Tropical Parkway to Ann Road
4,6	Craig Road: Tenaya Way to Decatur Boulevard
4	Alexander Road: Durango Drive to US 95

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Contract No. 500a between the City of Las Vegas, the City of North Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date for the development, design and deployment of arterial incident and event management systems in the Craig Road and Las Vegas Boulevard corridors within the arterial incident and event management system project - Ward 6 (Ross), North Las Vegas and County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the City of North Las Vegas, Clark County and the Regional Transportation Commission of Southern Nevada (RTC) on March 10, 2005 for the development, design and deployment of arterial incident and event management systems in the Craig Road and Las Vegas Boulevard corridors. This supplemental Interlocal Contract will extend the project completion date to June 30, 2009. Additional time is required to complete construction of the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Contract No. 500a

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 CONTRACT # 500a
ARTERIAL INCIDENT AND EVENT MANAGEMENT SYSTEM

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT, made and entered into this ____ day of _____, 2008, by and between the Regional Transportation Commission of Southern Nevada, hereinafter referred to as RTC; the City of North Las Vegas, a municipal corporation, hereinafter referred to as CITY; the City of Las Vegas, a municipal corporation, hereinafter referred to as LAS VEGAS; and the County of Clark, a political subdivision, hereinafter referred to as COUNTY, organized pursuant to Chapter 373 of the Nevada Revised Statutes and Chapter 4.04 of the Clark County Code.

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on March 10, 2005, pursuant to Chapter 373 of the Nevada Revised Statutes, a Project to develop, design, perform construction inspection, construct, and evaluate Intelligent Transportation Systems (ITS) technologies for Craig Road, and Las Vegas Boulevard North, has been approved by the RTC; and

WHEREAS, the CITY desires to extend the completion date of the PROJECT.

NOW THEREFORE, in consideration of the covenants, conditions, agreements and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually agreed and understood as follows:

SECTION I - SCOPE OF PROJECT

This interlocal applies to the development, design, and deployment of arterial incident and event management systems *(also known as an Intelligent Transportation Systems - ITS)* in the Craig Road, and Las Vegas Boulevard corridors. The PROJECT will develop, integrate and implement these ITS systems into the arterial management systems of the Freeway and Arterial System of Transportation (FAST), the Advance Traveler Information System (ATIS), and historical records maintained in the FAST Archived Data User System (ADUS). These systems will aid regional traffic operations through improved event management and improved traffic control and congestion relief through incident detection and verification while improving the safety and mobility of travelers throughout the metropolitan area.

The PROJECT will also include establishment of a fiber optic interconnect between existing communications paths along arterial streets and the FAST system. This will include connecting the Citizens Area Transit (CAT) Maintenance Station to the FAST fiber optic backbone.

SECTION III - GENERAL shall be changed as follows: Paragraph 7 is deleted in its entirety and replaced with:

7. The project must be completed to the satisfaction of RTC prior to June 30, 2009. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract approved by the Regional Transportation Commission remains unchanged.

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IN WITNESS WHEREOF, this Interlocal Contract is hereby executed as of the date first set forth above.

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Date of Commission Action:

ATTEST: 11/13/08

TONI MICHENER
Executive Assistant

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

LAWRENCE L. BROWN III
Chairman

APPROVED AS TO LEGALITY AND FORM:

ZEV KAPLAN
General Counsel

****

Date of City Council Action: 1/7/2009

ATTEST:

KAREN STORMS, CMC
City Clerk

CITY OF NORTH LAS VEGAS

MICHAEL L. MONTANDON
Mayor

****

Date of City Council Action:

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

CITY OF LAS VEGAS

OSCAR B. GOODMAN
Mayor

Approved as to Form

Deputy City Attorney Date 2/17/09

****

Date of Commission Action:

ATTEST:

SHIRLEY B. PARRAGUIRRE
County Clerk

CLARK COUNTY BOARD OF COMMISSIONERS

RORY REID
Chair

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Contract 515d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date for various street improvements associated with the Arterial Restoration and Preservation projects, fiscal year 2006 and arterial network pavement evaluation - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on August 11, 2005 and Supplemental Interlocal Contracts on May 18, 2006, July 13, 2006 and September 13, 2007 for the arterial restoration and preservation projects, fiscal year 2006. This Supplemental Interlocal Contract will extend the project completion date to January 31, 2010. Additional time is required to complete construction of the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Contract 515d
2. Exhibit A

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
ARTERIAL RESOTRATION AND PRESERVATION PROJECTS
FISCAL YEAR 2006

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 11, 2005 and supplemental contracts dated May 18, 2006, July 13, 2006 and September 13, 2007 for the Arterial Restoration and Preservation Projects, Fiscal Year 2006, being located wholly within the CITY; and

WHEREAS, the RTC previously granted a revised "Authorization to Proceed" for construction; and,

WHEREAS, the CITY desires to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to January 31, 2010. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated August 11, 2005 and supplemental contracts dated May 18, 2006, July 13, 2006 and September 13, 2007 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

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Date of Commission Action:

2/12/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to Form and Legality:

John S. Ridilla 3/10/09

Deputy City Attorney Date

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2006

City of Las Vegas Formula Funds

	Location / Limits	Project Type	Type Work								Estimated Cost	
			A	B	C	D	E	F	G	H	Repairs	Overlay
	Pecos: Charleston to Owens	Thin overlay light repairs	X	X	X				X		67,000	781,000
	St Louis: Maryland to Boulder Hwy	Thin overlay light repairs	X	X	X				X		39,000	448,000
	Washington: Rancho to MLK	Thin overlay medium repairs	X	X	X	X	X	X	X		900,000	
	Meadows: Decatur to Valley View	Thin overlay medium repairs	X	X	X	X	X	X	X		100,000	191,000
	Cheyenne: Rampart to Buffalo	Heavy repairs & Overlay				X	X		X		775,000	
	Las Vegas: Sahara to Charleston	Replace north bound right lane					X	X			287,186	
	Pavement Evaluation	Arterial network needs analysis									100,000	
	Rancho: Sahara to Charleston	Heavy repairs & Overlay									200,000	643,298
	Total City of Las Vegas Formula Funds:										2,468,186	2,063,298

A = Crack Seal; D = ADA compliance; G = Thin Overlay.
B = Asphalt Patch; E = Pavement / Base Replacement; H = Structural Overlay
C = Concrete Repairs; F = Inter-connect cable/conduit (as needed)

Note: 1. Intersection at Lamb will include pavement replacement along Lamb

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of Contract No. 536a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date for improvements associated with the Annual Restoration and Preservation projects, fiscal year 2007 - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:

The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on July 13, 2006 for the arterial restoration and preservation projects, fiscal year 2007. This Supplemental Interlocal Contract will extend the project completion date to August 31, 2012. Additional time is required to complete construction of the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Contract No. 536a
2. Exhibit A

SUPPLEMENTAL INTERLOCAL CONTRACT
ARTERIAL RESOTRATION AND PRESERVATION PROJECTS
FISCAL YEAR 2007

THIS SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2009 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on July 13, 2006 for the Arterial Restoration and Preservation Projects, Fiscal Year 2007, being located wholly within the CITY; and

WHEREAS, the RTC previously granted a revised "Authorization to Proceed" for construction; and,

WHEREAS, the CITY desires to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The project must be completed to the satisfaction of the RTC prior to August 31, 2012. The RTC may at any time thereafter grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated July 13, 2006 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract is effective as of the date first set forth above.

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Date of Commission Action: 2/12/09

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L. Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

TONI MICHENER, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to Form and Legality:

John S. Ridilla 3/10/09

Deputy City Attorney Date

EXHIBIT A

Arterial Restoration and Preservation Projects
Fiscal Year 2007

City of Las Vegas Formula Funds

Ward	Location / Limits	Project Type	Type Work								Repairs	Overlay
			A	B	C	D	E	F	G	H		
1	Torrey Pines Dr. – Sahara to US95	Thin overlay, Light repairs	X	X	X			X	X		309,000	591,000
5,3	Maryland Pkwy – Sahara to Stewart	Thin overlay, Light repairs	X	X	X			X	X		322,000	623,000
3	Lamb Blvd. – Charleston to Owens	Thin overlay, Light repairs	X	X				X	X		123,000	753,000
5.3	Bruce St. – Charleston to Owens	Thin overlay, Light repairs	X	X	X			X	X		287,000	552,000
1	Valley View Blvd. – US95 to Alta	Thin overlay, Heavy repairs					X	X	X		291,000	
5.3	Maryland Pkwy – Bonanza to Bruce	Thin overlay, Heavy repairs					X	X	X		149,000	
	Total City of Las Vegas Formula Funds:										1,481,000	2,519,000

A = Crack Seal;
B = Asphalt Patch;
C = Concrete Repairs;
D = ADA compliance;
E = Pavement / Base Replacement;
F = Inter-connect cable/conduit (as needed)
G = Thin Overlay.
H = Structural Overlay

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Interlocal Agreement 113444 between the City of Las Vegas and the Las Vegas Valley Water District for water services at the Neon Boneyard Park project located east of Las Vegas Boulevard and north and south of McWilliams Avenue ($17,339 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $17,339
Funding Source: SNPLMA
Dept./Division: PW/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is designing the Neon Boneyard Park project that will be constructed within the City's downtown north land use plan area. The utility improvements associated with this Interlocal Agreement will provide water for landscape irrigation associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement 113444

INTERLOCAL AGREEMENT FOR
CITY OF LAS VEGAS
NEON BONEYARD PARK

THIS AGREEMENT made and entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, hereinafter called "CITY", and the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation of the State of Nevada, whose address is 1001 S. Valley View Boulevard, Las Vegas, NV 89153, hereinafter called "DISTRICT".

RECITALS

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

WHEREAS, the CITY is engaged in the development of real property located on McWilliams Avenue, east of Las Vegas Boulevard, further described as Clark County Assessor's Parcel Number(s) 139-27-812-039, 139-27-812-040, 139-27-812-041, 139-27-812-042, and 139-27-812-043, and has submitted plans for the development of a public park to be known as "Neon Boneyard Park", and is desirous of receiving potable water from the DISTRICT and has made application for water service to said project; and

WHEREAS, the CITY has approved the development of the real property as a public park and has authorized a distribution of water for the development subject to the DISTRICT'S Service Rules; and

WHEREAS, DISTRICT is willing to serve said real property with water pursuant to its Service Rules as adopted by its Board of Directors and subject to the CITY performing all of the terms, conditions and provisions hereinafter set forth and required of the CITY; and

WHEREAS, the CITY is willing to construct at its sole cost and expense the required water service connections and appurtenances for the purpose of providing water service to said real property; and

WHEREAS, both the CITY and the DISTRICT are authorized to enter into interlocal agreements pursuant to NRS 277.180.

NOW, this Agreement WITNESSETH:

ARTICLE I

CITY AGREES:

A. That this Agreement provides a water commitment on a conditional basis only for a public park, located on McWilliams Avenue, east of Las Vegas Boulevard. The conditional water commitment is provided in accordance with the DISTRICT'S Service Rules which are made a part of the Agreement by reference and applies only to the development identified in this paragraph.

B. The water commitment will be conditional until all water facilities identified in paragraph E of this Article I are constructed by the CITY and accepted by the DISTRICT for the complete development described in paragraph A of this Article I.

C. That in the event the use of the property changes and modifications to the water facilities are required, the CITY will be required to either obtain a new conditional water commitment from the DISTRICT, or at the option of the DISTRICT, to amend the Agreement.

D. That the CITY has had the opportunity to review the Service Rules and agrees to comply with the Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process.

E. At CITY'S sole cost and expense to furnish all necessary materials, labor, and equipment for the construction of the service connections and appurtenances which may include, but not be limited to, the connection to the main and the lateral pipe, a meter, or battery thereof, a meter box or vault, valves, and backflow prevention assembly hereinafter called "WATER FACILITIES", from the main to the point where the water being delivered leaves the piping owned by the DISTRICT. The location and type of said WATER FACILITIES are identified on the plan entitled:

NEON BONEYARD PARK
Utility Plan

F. That said WATER FACILITIES may be sized to ultimately provide water service to development other than described herein, however the conditional water commitment is only for that portion of the project described herein and any additional construction requires a separate and additional conditional water commitment from the DISTRICT.

G. That said WATER FACILITIES shall be constructed in the location shown, and in accordance with the above-mentioned plan, as approved by the DISTRICT, and in conformance with DISTRICT specifications.

H. That all work shall be subject to inspection and approval by an authorized representative of the DISTRICT and the DISTRICT shall be notified a minimum of 48 hours in advance of actual construction start and 24 hours prior to an inspection of any part of the work, in order that necessary inspection can be arranged.

I. To comply with the DISTRICT'S Service Rules that are in force on the effective date of this Agreement including those sections pertaining to the water commitment process and construction of the WATER FACILITIES identified in Article I, paragraph E above.

J. At CITY'S sole cost and expense, to perform all survey work necessary to ensure installation of the WATER FACILITIES to the location and grades called for in the plans.

K. At CITY'S sole cost and expense, to disinfect and pressure test the WATER FACILITIES to the satisfaction of the DISTRICT and the health authorities having jurisdiction.

L. That connections to existing mains shall be made only in the presence of an authorized representative of the DISTRICT and at the times specified by the DISTRICT.

M. That the WATER FACILITIES shall be located outside of driveways, driveway approaches, or other areas subject to vehicular traffic. In the event the WATER FACILITIES are located within those areas either inadvertently or otherwise, the CITY shall cause such WATER FACILITIES to be relocated outside of the driveways, driveway approaches or other areas described above, in accordance with DISTRICT'S requirements, or shall reimburse the DISTRICT for the cost of relocating said WATER FACILITIES. If extraordinary conditions exist that would prevent compliance with this requirement, the CITY may submit to the DISTRICT a written request for a waiver of this requirement pursuant to the DISTRICT'S Service Rules.

N. To furnish to the DISTRICT easements, in a form satisfactory to the DISTRICT, where WATER FACILITIES are approved to be installed in other than dedicated street or alleys. Said easements shall conform to the requirements as indicated on the approved water plans and be perpetual. The conditions of said easements shall be such that no buildings, structures, trees, shrubs, or other improvements which would interfere with its use by DISTRICT can be placed upon it, that DISTRICT will have the right to operate, maintain, repair, replace, and/or change the size and/or number of WATER FACILITIES; and that proper access to all parts of the easement by DISTRICT forces and equipment is provided. The conditions of said easements shall further provide that the property owner agrees to pay any and all costs incurred by the DISTRICT to make and/or maintain said easements accessible to the DISTRICT. It may be provided that other utility lines can be installed in said easement, so long as they do not interfere with its use by DISTRICT, and are in compliance with state laws and regulations.

O. Should any defective material or workmanship affecting the WATER FACILITIES installed by the CITY be disclosed within one (1) year of the date of completion and acceptance of the WATER FACILITIES by the DISTRICT, the CITY shall immediately cause the defect to be corrected, or shall reimburse DISTRICT for its cost to correct said defect. For the purpose of this Agreement, failures including, but not limited to, any leak or break in the WATER FACILITIES, or any pavement settlement, shall be considered conclusive evidence of defective materials and/or workmanship.

P. That upon completion of construction of the work and acceptance of the work by the DISTRICT, the CITY will provide final acceptance of all work associated with the project and the final acceptance shall include providing the DISTRICT with all its right, title, and interest, in and to the WATER FACILITIES. The CITY will warrant at the time of said final acceptance that there are no encumbrances for material and labor claims.

Q. That installation of said WATER FACILITIES does not assure or guarantee that a complete water service will be available in the future. Until such time as a complete service connection is approved by the DISTRICT and a water commitment is obtained from the DISTRICT, no water may be taken from the new WATER FACILITIES installed under this Agreement.

R. That all water will be taken through metered service connections, in accordance with DISTRICT'S Service Rules. The CITY will require its contractor to install the meters in a timely manner.

S. To require its contractor to protect all existing water facilities during construction and to promptly undertake the repair of damaged facilities upon authorization of the DISTRICT.

ARTICLE II

DISTRICT AGREES:

A. That upon completion of construction of the WATER FACILITIES, acceptance of same by the DISTRICT, and fulfillment by the CITY of all requirements of this Agreement, to supply water to, and to thereafter operate and maintain the WATER FACILITIES installed pursuant to this Agreement in accordance with the DISTRICT'S Service Rules as the same are established and amended.

B. That construction water may be provided through metered fire hydrants and/or metered service connections in accordance with the DISTRICT'S Service Rules.

C. If required as a condition of the District's Service Rules, to refund to the Developer any overpayment of Regional Connection Charges based on a confirmed audit of annual water usage by the above described property within the first three (3) years of operation. All payments will be based on the Regional Connection Charge Rates paid at the time of project approval.

ARTICLE III

IT IS MUTUALLY AGREED:

A. That the parties understand that this Agreement does not create "water rights", but only rights to conditional water service as a potential customer. This Agreement does not create a property interest in such water service and the CITY is not deemed a DISTRICT water customer until the water facilities and development identified herein are completed as specified.

B. That the WATER FACILITIES installed under this Agreement shall be and remain the exclusive property of the DISTRICT, and shall become a part of the DISTRICT'S general water distribution system after acceptance by the District.

C. That in the event a portion of the WATER FACILITIES are constructed but this Agreement terminates, the above described property shall have no water commitment by virtue of the installation of the WATER FACILITIES. Requests for future use of said WATER FACILITIES if retained in place, shall require that a new water commitment be obtained before the WATER FACILITIES can be utilized.

D. That this Agreement shall terminate and the conditional commitment shall be void if any of the following occurs:

1. Construction of the water facilities covered by the plan or plans identified in Article I, paragraph E of this Agreement is not diligently commenced within one (1) year from the date of DISTRICT approval of said plan or plans; or
2. If active construction work is discontinued for a period of one (1) year; or if such construction is commenced within said one (1) year period, but is not diligently prosecuted to completion in a manner acceptable to the DISTRICT.

E. That if this Agreement terminates in accordance with its terms, right, title and interest of all or any portion of the WATER FACILITIES installed, as determined solely and exclusively by the DISTRICT, shall become the exclusive property of the DISTRICT for the DISTRICT to use, modify, or to dispose of as the DISTRICT deems appropriate.

F. That noncompliance or violation of the DISTRICT'S Service Rules or any provision of this Agreement by the CITY or its officers, employees, agents, contractors, licensees or invitees shall be cause for the District, at its sole discretion, to discontinue water service to CITY'S project without challenge by CITY and without liability for any damages caused by said discontinuation.

G. That the CITY will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement, to the extent permitted by law including, but not limited to the provisions in NRS Chapter 41. The CITY shall protect, indemnify, and hold the DISTRICT, its officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the construction of the WATER FACILITIES contemplated in this Agreement.

H. That this Agreement shall not be deemed to be for the benefit of any entity or person who is not a party hereto, and is not a commitment for water service, and neither this Agreement, nor any interest therein, may be assigned without the prior written consent of the non-assigning party.

I. That this Agreement represents the entire understanding of the CITY and the DISTRICT relative to the installation of the WATER FACILITIES in conjunction with the CITY'S project.

J. That should any part of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, any other part of this Agreement.

K. That the laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

L. That each party shall not discriminate against employees or applicants based on race, color, religion, sex, sexual orientation, age, or national origin, and shall ensure that applicants are employed and employees are treated without regard to the above-mentioned factors and agrees to post in conspicuous places for employees and applicants' notices provided by the Equal Employment Opportunity Commission setting forth these provisions. Each party further agrees that solicitation for employees shall state that qualified applicants will receive consideration without regard to the above-mentioned factors and will send to labor unions or collectives with which he/it has an agreement a notice of the commitments required herein and each party will comply with all local, state and federal laws prohibiting discrimination in hiring or employment opportunities.

IN WITNESS WHEREOF, the parties hereto have entered into this Interlocal Agreement on the _____ day of _____, 200___.

APPROVED AS TO FORM:

John S. Ridilla

City Attorney

ATTEST:

CITY OF LAS VEGAS

BEVERLY K. BRIDGES, CMC, City Clerk

BY:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

LAS VEGAS VALLEY WATER DISTRICT

PATRICIA MULROY, Secretary
Las Vegas Valley Water District

BY:_____
RORY REID, President
Board of Directors

APPROVED:

CHARLES K. HAUSER, General Counsel

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Rule 9 Non-Refundable Construction Agreement with Nevada Power Company (NV Energy) for the extension of existing power facilities to provide power for improvements associated with the Freedom Park Renovation project located at 850 N. Mojave Road ($27,333 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $27,333
Funding Source: SNPLMA
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is currently under construction for the Freedom Park Renovation project. The utility improvements associated with this Line Extension Agreement will provide needed additional power infrastructure for the new features and structures associated with the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Non-Refundable Construction Agreement

NVEnergy

RULE 9

NON-REFUNDABLE CONSTRUCTION AGREEMENT

Contract No: **NRC0000184422A**
Project No: 0000184422
Date Prepared: **04/08/2009**

This Non-Refundable Construction Agreement ("**Agreement**") is made and entered between **NEVADA POWER COMPANY**, a Nevada Corporation, d/b/a NV Energy (hereinafter called "**Utility**") and CITY OF LAS VEGAS (hereinafter called "**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

BASIS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Clark and Nye Counties, Nevada, in accordance with a tariff filed with and approved by the Public Utilities Commission of Nevada ("**Commission**").

B. Applicant has requested that Utility relocate or alter existing Utility facilities on and/or Applicant has requested "Service" or a "Line Extension," as defined in Rule 1, for the provision of service by Utility to the premises owned or controlled by Applicant commonly known as PECOS/ WASHINGTON and further described as APN 13925701002 (the "**Property**").

C. Utility will in accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules, and this Agreement, relocate or alter Utility facilities, as requested by Applicant.

D. This Agreement involves a project of typical risk with service for new capacity.

E. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve such a conflict through a recordable use agreement signed by Applicant and Utility and duly notarized.

NOW, THEREFORE, it is agreed by and between the Parties as follows:

WITNESSETH

A. Line Extension. In order to provide service to Applicant, Utility must extend its lines as shown on the service design identified as FREEDOM PARK - BIG LEAGUE DREA which is attached to this Agreement as **Exhibit "A"** and made a part of it. Applicant approves this design.

B. Estimated Costs. As summarized on **Exhibit "B"** attached to this Agreement, Utility estimates the Costs of the Line Extension Project to be $**134,999.00**.

C. Estimated Advance. The estimated Advance is $**27,333.00**, consisting of:

(1) CIAC. A CIAC in the amount of $**21,845.00**. This amount includes a non-taxable, non-refundable cost of $**6,672.00** and a taxable, non-refundable cost of $**15,173.00**. The Excess Allowance, if any, has been applied. The CIAC is subject to Cost True-up.

(2) Advance Subject to Refund. An Advance Subject to Refund in the amount of $**.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 ("**Proportionate Share Attachments**") in the amount of $**.00**.

(3) Tax Effect. Tax Effect as follows:

(a) A Tax Effect relating to the Advance Subject to Refund in the amount of $.00.

(b) A Tax Effect relating to the CIAC in the amount of $2,534.00.

(c) A Tax Effect relating to Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12 (such as trenching and substructures performed by Applicant and/or its contractors/subcontractors) in the amount of $2,954.00. This Tax Effect is not subject to refund.

D. Estimated Allowance. Applicant's estimated Allowance pursuant to Rule 9, Section B.3 is $206,216.00. ("**Estimated Allowance**"). Of this amount, $206,216.00 is being provided to Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date ("**Initial Allowance**"). If the Estimated Allowance is more than Applicant's Cost Responsibility, the Allowance may offset any applicable CIAC pursuant to Rule 9, Sections A.6 and B.3 ("**Excess Allowance**"). The Excess Allowance is $95,021.00.

E. Initial Payment. Contemporaneously with execution of this Agreement, Applicant must pay Utility $27,333.00 ("**Initial Payment**").

F. Other Contracts/Projects.

(1) Proportionate Share Contracts. Because Applicant is attaching to existing line extensions, Applicant is a proportionate participant per Rule 9, Section A.16 with respect to the following contracts:

Contract No.	Dated	Expiration	Title

(2) Projects Agreement Is Contingent on. This Agreement is contingent on projects and/or completion of projects as listed:

Project No.	Initiated	Title

(3) Master Planned Community Contracts. If this Development is within a master planned community, this Agreement is associated with the following master planned community contracts:

Contract No.	Dated	Expiration	Title

AGREEMENT

1. Definitions

In addition to other terms defined elsewhere in this Agreement, when the following terms appear in the Agreement, they have the following meanings.

1.1 Acceptance: Acknowledgement that particular components of applicable drawings or work specifically corresponding to discrete specifications of Utility Standards are, to the best of Utility's knowledge, compliant with the applicable Utility Standards.

1.2 Adjustment: Without limitation, the addition to, alteration, relocation or removal of Utility facilities under this Agreement and as may be further described in **Exhibit "A"**. Adjustments include without limitation Betterments.

1.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect(s).

1.4 Advance Subject to Refund: The portion of the Advance that is eligible to be refunded.

1.5 Allowance: The maximum amount that Utility may invest toward Applicant's Line Extension Project per Rule 9, Section B.3, including the Cost of Adjustments but excluding Betterments and Applicant requested upgrades. Applicant is not entitled to an Allowance if Applicant's Development does not have permanent structures.

1.6 Allowance True-up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets or Applicant's actual Demand, compares this recalculated Allowance to the Estimated Allowance, and adjusts the Allowance accordingly.

1.7 Betterment: Any deviation or upgrade in the Adjustment to an Utility facility, made primarily for the benefit and at the voluntary election of a Party, that is determined by Utility not to be in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route deemed suitable by Utility.

1.8 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by an Allowance, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.9 Cost or Costs: Direct and related indirect costs associated with this Agreement. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction [AFUDC]; litigation guarantees; appraisals; attorneys' fees and expenses; acquisition of and compensation for property rights; expenses associated with acquiring an easement(s) for Utility facilities whether through negotiation or a condemnation lawsuit(s); Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

1.10 Cost True-up: The accounting process in which Utility compares actual Costs to the estimated Costs.

1.11 Demand: The Applicant's highest energy consumption for a given period of time. This time period is generally based on Applicant's peak load.

1.12 Development: Applicant's project on the Property for which Applicant has requested service from Utility which may include new service and/or the relocation or alteration of existing Utility facilities. Utility may assign a project identification number, aka "PID #," to this Development.

1.13 Effective Date: The date on which this Agreement is signed by the last of the Parties required to sign it, as set forth below the signatures at the end of this Agreement.

1.14 Force Majeure: An event or condition that is beyond the control of the affected Party and occurs without the fault or negligence of the affected Party. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties, and other acts of God.

1.15 In-Service Date: The date on which the Line Extension Project has been energized to provide Service to the Development.

1.16 Laws: All federal, state, and local codes, ordinances, rules, statutes, enactments, orders, standards, and regulations, including those of any governmental agency, and all interpretations and replacements of, and changes and supplements to, any of the foregoing. Any specific reference to a Law in this Agreement refers to the Law as amended or supplemented.

1.17 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide service to the Development, as shown in **Exhibit "A"**.

1.18 Project Coordinator: The individual with authority to act as an agent of Utility or Applicant for purposes of the Agreement, as identified in Section 14.2 below.

1.19 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, pursuant to Rule 9, Section A.16.

1.20 Refund of Advance: The refund Applicant will receive if the Allowance True-up is more than the Cost True-up. However, the refund provided to Applicant, if any, must not exceed the Advance Subject to Refund.

1.21 Rule 1: NPC's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

1.22 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date.

1.23 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date.

1.24 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 04/08/2009.

1.25 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. Utility's conceptual engineering design for the Line Extension Project is provided in **Exhibit "A."** Applicant approves the design and acknowledges that Applicant is bound by all notes on the design. **Exhibit "A"** may be amended from time to time by Utility to reflect changes as required.

2.2 Condition Precedent to Provide Service. Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date.

2.4 Sources of Power. The sources of power to the Development are subject to change, at Utility's discretion.

2.5 Providing Service to Applicant. Utility will provide electric service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules.

3. Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit "B". The estimated Costs of the Line Extension Project are delineated on **Exhibit "B"**.

3.2 Limitation on Refund of Advance. Applicant may not necessarily receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to the Applicant's Line Extension Project, the refund may range from $0 to the maximum allowable.

3.3 Offset of Advance Subject to Refund. The Advance Subject to Refund may be offset by any Allowance, Proportionate Share Refunds, or other credits.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable. However, CIACs are subject to Cost True-up.

3.5 Performance of Allowance and Cost True-ups. At Utility's discretion, Utility may perform an Allowance True-up and/or a Cost True-up after the In-Service Date. If Utility does not perform an Allowance True-up and/or a Cost True-up, Applicant is only responsible for the Costs identified on Exhibit "B" and as otherwise invoiced by Utility.

3.6 Refunds and Invoices Associated with Accounting Adjustments; Proportionate Share Refunds. If Utility performs the accounting adjustments in Section 3.5 above, Utility will apply amounts paid by Applicant to Utility under this Agreement and will either invoice Applicant or provide a Refund of Advance. Applicant will receive an invoice from Utility if the Cost True-Up is more than the Allowance True-up. Applicant might receive additional refunds because of Proportionate Share Refunds. The total of all refunds must not exceed the Advance Subject to Refund.

3.7 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs associated with this Agreement, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**"). If one or more of the projects identified in Witnesseth Section F(2) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide service to the Development or increases the Cost to serve the Development, the design for the Development might change and Applicant will be responsible for all Costs associated with that design change

and increased Cost to serve the Development. Utility is not obligated to perform under this Agreement until after Applicant approves a modified design and pays Utility the additional Costs.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in **Exhibit "B"** and those identified subsequently as part of the Section 3.5 accounting adjustment process.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on **Exhibit "A"**, perform work associated with these improvements, and comply with and perform in accordance with all Laws, Utility Standards, the Tariff Schedules, the National Electric Code, and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines, in its discretion, that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but

not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 30 days of receipt. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide service to Applicant, until after Utility receives payment in full. Any delay in payment may result in a delay in the In-Service Date.

4.6 Interest. Any amount unpaid and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant understands that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant understands that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant assumes all responsibilities, liabilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded property rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities installed by the Applicant:

(A) Applicant must allow Utility to inspect the construction or installation of such facilities for Acceptance.

(B) Applicant assumes all responsibilities and liabilities for such facilities until Utility's Acceptance, in addition to providing the guarantees in Section 6.

4.9 Reduction of Service or Termination Charges. If Applicant fails to complete the Development, terminates or, as determined by Utility, significantly curtails or reduces electric service thereto during the depreciable life of the facilities installed under **Exhibit "A"**, then within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party property rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of

units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Property Rights

5.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all property rights, such as easements, subordination agreements, conveyances, deeds, permits and rights-of-way, that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the property rights.

5.2 Condition Precedent to Commence Construction. Utility is not obligated to commence construction of any facilities until the required property rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

5.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by the Applicant and Utility under this Agreement will become property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that spare conduit be installed in connection with this Agreement and pays the Costs associated with that conduit, Utility is not required to reserve that conduit for Applicant and may use it for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

5.4 Survival. This Section 5 will survive termination of this Agreement.

6. Guarantees

6.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material they furnish under this Agreement against defects in materials and workmanship for a period of 1 year beginning with the In-Service Date of the applicable facilities and equipment.

6.2 Utility's Option to Remedy Defect. Utility may, at its option and upon written notice to Applicant, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 6.1. Should Utility choose to remedy such defect, Applicant will pay Utility all Costs incurred.

6.3 Modification or Relocation of Electric Facilities. Where Applicant has requested that Utility install electric facilities prior to the establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all property rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The property rights must be granted to Utility in a manner that is satisfactory to Utility as

to both location and form (including but not limited to the dimensions of the property rights area and terms and conditions relating to the property rights).

6.4 Sole Source Guarantee. Applicant guarantees that Utility will be the sole source of electric service to the Development.

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

8.1 Exchanging Information. Utility may provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including but not limited to, oral information, documents, files, drawings, and data, may be confidential.

8.2 Labeling Information Confidential. If Utility wants this information to be treated as "Confidential Information", Utility must clearly label the written information as "Confidential Information" and, with respect to oral information, Utility must prior to or within twenty-four (24) after the particular oral communication is made identify in writing that the oral communications are confidential.

8.3 Protection of Confidential Information. Applicant must keep all information designated as "Confidential Information" in a secure location.

8.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all information identified as "Confidential Information" that Applicant received, together with all copies and extracts.

8.5 Sharing Confidential Information. Applicant may disclose confidential information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"); provided, that the Third Party signs an agreement in a form acceptable to Utility in which the Third Party agrees to be bound by the terms of this Confidentiality Section and to submit to the jurisdiction of the District Court, Clark County, Nevada, or any Nevada court with jurisdiction in or over that matter, for purposes of enforcement of that agreement and this Confidentiality Section, and any ancillary proceedings regarding interpretation, enforcement or effect of those agreements.

8.6 Request for Confidential Information Through Legal Process. If Applicant becomes legally compelled (by deposition, interrogatory, request for documents, order, subpoena, civil investigative demand or similar process issued by a court of competent jurisdiction or by a government body) to disclose any information identified as "Confidential Information", Applicant must provide prompt written notice of any such requirement to Utility and seek a protective order preventing or limiting disclosure.

8.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure of information identified as

"Confidential Information". Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

9. Force Majeure

9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay.

9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

9.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice.

9.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 14.3 of the Agreement.

10. Representations

10.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

10.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Precedence

11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 3 of this Agreement will be the versions of those rules that are in effect as of the Effective Date. This Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 Integration. The Agreement, together with all other documents and agreements executed in connection with providing service to Applicant's project(s), represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements

relating to the subject matter of the Agreement. However, should a conflict arise between this Agreement and the "Applicant Mylar/Improvement Plans Certification & Acknowledgement" for the Development (if any) or between this Agreement and the "Property Owner Final Map Acknowledgement" for the Development (if any), this Agreement will supersede the portion of the acknowledgement that conflicts even if the acknowledgement is signed after the Effective Date.

12. Miscellaneous Provisions

12.1 Indemnity. Applicant agrees to indemnify Utility, its directors, officers, employees, and contractors against and from any claims, losses, costs, suits, judgments, damages, and expenses, including attorneys' fees, that arise from and/or are based upon (A) Applicant's breach of any representation, warranty, or undertaking under the Agreement, (B) the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement, and (C) bodily injury to or death of any person (including employees of Utility) or damage to or loss of use of property resulting from the acts or omissions of Applicant, or its employees, agents, contractors or subcontractors, in connection with this Agreement. This indemnity will be effective regardless of any negligence (whether active, passive, derivative, joint, concurrent or comparative) on the part of Utility, unless caused solely by the gross negligence or willful misconduct of Utility. For purposes of Utility's enforcement of this indemnity only, Applicant expressly waives all immunity given to Applicant under the workers' compensation laws or other employee benefits acts of any state or jurisdiction that conflicts with Applicant's indemnification obligations under this Section.

12.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

12.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any punitive, consequential, indirect, exemplary or incidental damages, including, without limitation, damages based upon lost revenues or profits.

12.4 Choice of Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

12.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

12.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

12.7 Interpretation. Each Party to this Agreement acknowledges that it has been represented by counsel in connection with negotiating and entering this Agreement, that each has carefully reviewed and discussed its provisions with counsel and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

12.8 Amendments. Any changes, modifications, or amendments to the Agreement are not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

12.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

12.11 Headings. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement.

12.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to, any standard of custom, "good faith" or reasonableness.

12.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13. Term and Termination

13.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds or moneys after the termination of this Agreement per Rule 9, Section B.4.

13.2 Obligations Surviving Default, Expiration, or Termination. Any default, expiration, or termination of this Agreement does not release Applicant from any liability or obligation to Utility for:

(A) Applicant's obligations under Section 4.3 above;

(B) Applicant's obligations under Section 4.4 above;

(C) Applicant's obligations under Section 4.7 above;

(D) Payment of reduction of service or termination charges in accordance with Section 4.94.9 above;

(E) Applicant's obligations under Section 5 above;

(F) Applicant's obligations under Section 6 above;

(G) Any indemnification obligation that arises pursuant to Section 12.1 above; and

(H) Payment of all Costs associated with the Agreement, whether incurred before or after default, expiration or termination, and payment of all Costs that result from termination.

14. Notices

14.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as provided below.

14.2 Contact Information. The contact information for the Parties is:

	Utility	Applicant
Address	6226 W. SAHARA AVE. LAS VEGAS, NV 89146	400 N. STEWART AVE LAS VEGAS, NV 89101
Mailing Address	NORTH DISTRICT OFFICE 2215 E.LONE MOUNTAIN RD LAS VEGAS, NV 89031 MS 10	
Project Coordinator	JAMES BROWN	PATRICK BATTE
Telephone	702/402-4312	
Cellular Telephone		
FAX		
Email Address	JamesBrown@nvenergy.com	

14.3 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Sections 7.1 and 9.5, above, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
FAX: (702) 227-2069

14.4 Receipt of Notice; Change of Information. 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; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

IN WITNESS WHEREOF, the Parties execute this Agreement.

NEVADA POWER COMPANY d/b/a NV Energy

By: Ivory H. Blue II

Name: IVORY BLUE

Title: Suprv, Design LVN

Date: 4-17-09

CITY OF LAS VEGAS

By: _____

Name: _____

Representing: _____

Title: _____

Date: _____

APPROVED AS TO FORM
James B. Lewis
Deputy City Attorney
Date 4/22/09

NEVADA POWER COMPANY
PROJECT COST WORKSHEET ("Exhibit B")

Project ID: 0000184422 Title: FREEDOM PARK - BIG LEAGUE DREA Units: 1 KVA: 2,000

Contract Type: Nonref Construction Agreement Coordinator: JAMES BROWN Version Nbr 1

COST ESTIMATE SUMMARY

Cost Estimate Category	Total Cost Estimate	Total Applicant Cost	Applicant Non-Refundable	NPC Responsibility
Labor & Overhead	$39,888	$39,888	$19,561	$0
Material & Overhead	$95,111	$95,111	$4,243	$0
DCA	$0	$0	$0	$0
Trenching	$0	$0	$0	$0
Permits	$0	$0	$0	$0
Salvage	$0	$(1,959)	$(1,959)	$0
Total	**$134,999**	**$133,040**	**$21,845**	**$0**

ADVANCE CALCULATION

Cost Item	Cost Subject to Refund	Cost Item	Non-Refundable Cost
Applicant Cost Subject to Refund	$111,195	Applicant Non-Refundable Cost	$21,845
Equal Participant	$0	Amount Not Subject To Excess Allowance (app. upgrade/relocation, temp power)	$(21,845)
Proportionate Share	$0	**Amount Subject to Excess Allowance**	**$0**
Refund Subject To Allowance	$111,195	Excess Allowance	$0
Allowance	$206,216	**Remaining Non-Refundable (Subject to Excess Allowance)**	**$0**
Adjusted Applicant Cost	**$(95,021)**		
		Amount Not Subject to Excess Allowance	$21,845
		Attachments To Existing (LE/MP)	$0
Total Subject to Refund	**$0**	**Total Non-Refundable Cost**	**$21,845**
		Non-Taxable Installation Costs	$0
		Removal of Existing Facilities	$6,672
		Total Non-Taxable Non-Refundable Cost	**$6,672**
		Total Taxable Non-Refundable Cost	**$15,173**

ADVANCE SUMMARY

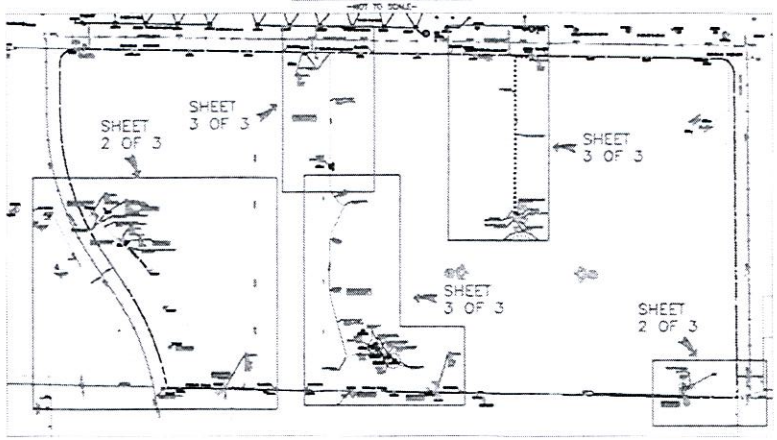
Advance Subject to Refund	
Non-Taxable Advance	$0
Taxable Advance	$0
Tax	$0
Total Advance Subject to Refund	**$0**
Non-Refundable Advance	
Non-Taxable Advance	$6,672
Taxable Advance	$15,173
Tax	$2,534
Trench Tax	$2,954
Total Non-Refundable Advance	**$27,333**
Total Advance	**$27,333**

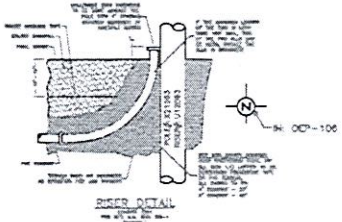
Current Tax Rate 16.7000%

Total Non-Taxable	$6,672
Total Taxable (Less Tax)	$15,173
Total Tax	$5,488
Total Advance	**$27,333**

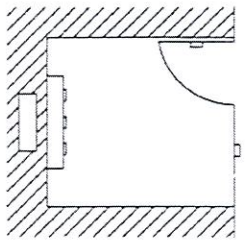
Date Printed 4/9/2009

OVERALL PROJECT





RISER DETAIL



GENERAL NOTES:

ANY WORK LOCATED IN TRAFFIC CONTROLLED AREAS SHALL BE PERFORMED UNDER TRAFFIC CONTROL.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NPC. THE CONTRACTOR SHALL HAVE A COPY OF THE APPROPRIATE CONSTRUCTION SPECIFICATIONS ON HIS OR HER JOB SITE.

NOTE: TO A CURRENT METERED, THREE ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR THREE CLASSIFICATION OF NPC STANDARDS.

THE APPLICANT SHALL NOTIFY THE INSPECTOR AT LEAST 48 HOURS BEFORE CONNECTION. ANY PEN OF CONSTRUCTION OR INSTALLATION OF SWITCHES, TO ENABLE PROPER INSPECTION OF UNDERFILE AND OVERHEADWORK, WHEN "ENERGY READY" POLES TO BE ENERGIZED TO ANYBE IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE ENERGIZED UNTIL FINAL APPROVAL FROM NPC ENERGYMANAGER & ELECTRICAL INSPECTOR.

STAKEOUTS ARE NOT TO SCALE AND DO NOT ACCURATELY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES BASIC COLLECTION PRICE MARKING REMARKS AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE PURPOSE AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO CHANGE ADDITIONAL DEPTH IS NOT DETERMINED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NEVADA POWER CONSTRUCTION INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE CONCRETE POURING.

ALL NPC CABLE TO BE INSTALLED BEHIND CABLE WALLED UNDERGROUND STUBOUT.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL MANHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN PAVED AREA APPROPRIATE BOXES TO COMPLETE THE INSTALLATION.

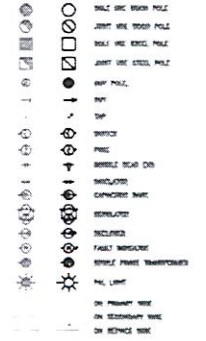
INSTALLATION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NPC STANDARDS.

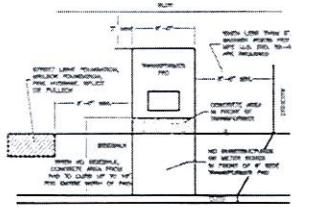
CONDUITS CONDUIT INSTALLED BY PROPERTY CONSTRUCTION / DEVELOPER. NPC DOES NOT GUARANTEE LOCATION, LENGTH OR ACCESSIBILITY OF STUB END.

NO CONCRETE PAVINGS IN PAVED AREAS.

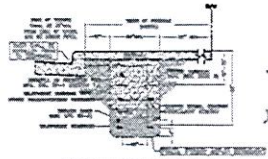
ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA REVISION", LATEST EDITION, THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC IMPROVEMENTS, CLARK COUNTY AREA REVISION", LATEST EDITION AND OTHER APPLICABLE APPROVED EXAMINATION BEFORE OF THE CONTROLLING AGENCY'S ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

NPC OVERHEAD SYMBOLS

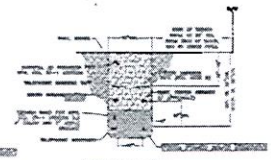




COMMERCIAL TRANSFORMER LOCATION DETAIL



SIDEWALK TRENCH DETAIL



TRENCH DETAIL

N

T,R,S: 20S1-65A
APN: 13625701002

COMMERCIAL

NPC WORK AND SERVICES TO CONSIST OF:

- 1 Ø TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1 Ø, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- CONDUIT LOCATION SCHED. 10" ABOVE FINISHED.
- SINGLE PHASE PRIMARY POLE MIXED PER NPC W.A. STD. 601-1100.
- THREE PHASE PRIMARY POLE MIXED PER NPC W.A. STD. 601-1105.
- SECONDARY RACK PER NPC W.A. STD. 607-1.
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V, PER NPC W.A. STD. 01-301.
- (2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT OPEN WYE-OPEN WYE PER NPC W.A. STD. 01-301.
- (3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT CLOSED WYE-CLOSED WYE PER NPC W.A. STD. 01-301.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NPC W.A. STD. 01-101, UNLESS OTHERWISE STATED.
- TERMINATION OF ALL MISSILES, SHIELDS, SPLICES AND FINAL CONNECTIONS.
- NPC TO COIL PRIMARY CABLE AT PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
- NPC TO CUT EXISTING SECONDARY AND TERMINATE PRIMARY CABLES ON THE LOAD SIDE INSTALL, WHERE APPLICABLE.
- SERVICE CABLE BY NPC UNLESS NOTED OTHERWISE.

APPLICANT TO FURNISH AND INSTALL:

- ALL TRENCHING & BACKFILL, UNLESS APPLICABLE NPC STANDARD 07-7 OR 01-CO.
- 4" PLASTIC CONDUIT, PER NPC W.A. STD. 601-1 AND 601-3.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS, (1 CONDUIT LENGTH IS WHERE NOT)
- SIDE RISERS (24", 48") WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED, (1 CONDUIT LENGTH IS ONLY NOT)
- CONDUIT FOR 2", 4", 6", OR 8" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT - 4" MINIMUM SCH80 PVC RISER DUCTS WITH RECESSED WITH 4/20" POLYPROPYLENE PULL LINE WITH A 500# BREAKING STRENGTH OF 120# DIA.
- 3'-4" X 3'-6" PULLBOX PER NPC W.A. STD. 01-60.
- 5'-5" X 5'-6" PULLBOX PER NPC W.A. STD. 01-61.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NPC W.A. STD. 01-70 AND 01-1.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NPC W.A. STD. 01-70 AND 01-1.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NPC W.A. STD. 01-71 AND 01-1.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NPC W.A. STD. 01-72, 01-73, 01-74 OR 01-75, AND 01-1.
- VEHICLE PROTECTIVE BARRIERS PER NPC W.A. STD. 01-4, WHERE APPLICABLE.

APPROVED FOR CONSTRUCTION

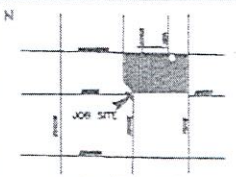
THIS APPROVAL IS FOR THE WORK IN CITY R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR AUTHORITY FOR WORK WITHIN OR PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL DATE

PURPOSE OF PROJECT:
REMOVAL AND/OR RELOCATION OF EXISTING FACILITIES, AND PROVIDE NEW 2000KVA SERVICE

CIVIL LINETYPE LEGEND





VICINITY MAP
(NOT TO SCALE)

CAUTION! NOTICE HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CONTRACTOR SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL TOLL FREE 811 OR 1-800-227-2600 OR 1-702-402-7922

811

1-800-227-2600
OR
1-702-402-7544

REVISIONS

NO.	DESCRIPTION	DATE	BY
1		10/25/2006	N/A
2		11/16/2006	
3		01/12/2007	

OVERHEAD

TYPE OF EASEMENT:

JPA NOTES:

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: JAMES BROWN
PHONE: 702/402-4312
DESIGNER: JASON COOPER
DATA: N/A
INSPECTOR: 376-3725
STAKE BY: 402-4117,402-4118,402-4118
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: ALLEGRO CONSULTANTS
ENGINEER: POGGEMEYER
CONTACT: RAY BARKER 702/456-2386
APPROVAL DATE: 9-16-06

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 3-11-06

NVEnergy.

FREEDOM PARK – BIG LEAGUE DREAMS

WASHINGTON, FROM PECOS TO MOHAVE

PROJ. ID:	184422	SCALE:	1" = 50'
SHEET #:	1 3	DATE:	12/14/2006

3-REVISION(S)

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Amendment Number 4 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications ($35 an hour/estimated $1,000 a year - Revolving Special Improvement District Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $35 an hour/est. $1000/yr.
Funding Source: Revolving SID Fund
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Per NRS 271.357, the City of Las Vegas is required to have a hardship evaluation process in place for those residents included in a City-designated special improvement district (SID). This Interlocal Contract with Clark County allows the City of Las Vegas to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. This amendment is required to exercise the fourth of four (4) one-year options to renew and extend the terms of the contract from July 1, 2009 through June 30, 2010.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment Number 4 to the Interlocal Contract

AMENDMENT NUMBER 4
To The
INTERLOCAL CONTRACT

SPECIAL IMPROVEMENT DISTRICT HARDSHIP DETERMINATION

This Amendment Number 4 to the Interlocal Contract is made and entered into this_____ day of _____, 2009, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

WHEREAS, COUNTY and CITY entered into the Interlocal Contract on June 21, 2005, for the Department of Social Service (CCSS) to assist in evaluating City-designated special improvement district (SID) hardship applications; and

WHEREAS, COUNTY and CITY entered into Amendment Number 1 to the Agreement on June 6, 2006, which renews and extends the Agreement through June 30, 2007; and

WHEREAS, COUNTY and CITY entered into Amendment Number 2 to the Agreement on June 19, 2007, which renews and extends the Agreement through June 30, 2008; and

WHEREAS, COUNTY and CITY entered into Amendment Number 3 to the Agreement on May 6, 2007, which renews and extends the Agreement through June 30, 2009; and

WHEREAS, Section III, Paragraph E, of the Interlocal Contract provides the option to renew the Interlocal Contract for four (4) one-year periods, upon approval by both COUNTY and CITY; and

WHEREAS, Section III, Paragraph G, of the Interlocal Contract authorizes amendments to the Interlocal Contract to be made upon mutual consent in writing by COUNTY and CITY; and

WHEREAS, COUNTY and CITY desire to continue the Interlocal Contract.

NOW, THEREFORE, for and in consideration of the premises contained herein COUNTY and CITY hereby agree to renew and extend the Interlocal Contract through June 30, 2010.

//
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//

IN WITNESS THEREOF, the parties caused this Amendment Number 4 to be executed the day and year first above written.

CLARK COUNTY

By: _____
RORY REID
Chairman
Board of County Commissioners

DATE OF COMMISSION ACTION:

_____

ATTEST:

By: _____
SHIRLEY B. PARRAGUIRRE
County Clerk

APPROVED AS TO FORM:

By: _____
ROBERT J. GOWER
Deputy District Attorney

CITY COUNCIL OF LAS VEGAS

By: _____
OSCAR B. GOODMAN
Mayor

DATE OF COUNCIL ACTION:

_____

ATTEST:

By: _____
BEVERLY BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

By: _____ 4/22/09
BRYAN SCOTT
Assistant City Attorney

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-26-2009 - Approval of a Resolution Awarding Bid for Special Improvement District No. 1511 - Farm Road (Virginia Dale Street to Tule Springs Road) ($63,517 - Capital Projects Fund/Special Assessments) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $63,517
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The construction and installation of pavement, curb and gutter, sidewalk, driveway approaches, and streetlights.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-26-2009

RESOLUTION NO. R-26-2009

A RESOLUTION CONCERNING LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO 1511 - FARM ROAD (VIRGINIA DALE STREET TO TULE SPRINGS ROAD); AWARDING THE CONTRACT FOR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS IN THE DISTRICT TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST AND BEST BID UPON PROPER TERMS; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Bid Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) of the County of Clark and State of Nevada, pursuant to the Special Improvement District No. 1511 Creation Ordinance (hereinafter the "Creation Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1511 - Farm Road (Virginia Dale Street To Tule Springs Road) (hereinafter the "District") and ordered the acquisition of public improvements within such District in the City; and

WHEREAS, a proper notice that sets forth the invitation to submit bids for the furnishing of labor, materials, transportation and services was given by Las Vegas, Nevada, Special Improvement District No. 1511 Provisional Order Resolution in the manner and for the periods that are provided for in Section 271.190 and Section 271.335 of the Nevada Revised Statutes ("NRS" herein); and

WHEREAS, upon the receipt of such bids, the City Engineer together with the City Engineer Division recommended to the City Council, in writing, the name of the successful bidder; and

WHEREAS, upon having received such written recommendation, the City Council now desires to authorize and award the construction contract, by this Resolution, to the responsible bidder submitting the lowest and best bid upon proper terms; and

WHEREAS, the amount of the best bid for such construction contract for the improvements does not exceed the City Engineer's estimates of cost.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE STATE OF NEVADA:

Section 1. The City Council determines and hereby declares that the bid for the construction of the improvements of Special Improvement District No. 1511 - Farm Road (Virginia Dale Street To Tule Springs Road) submitted by Weaver Construction Inc., of Las Vegas, Nevada (hereinafter the "Contractor"), is the lowest and best bid, determined in the manner required by law, submitted by a responsible bidder and the same is hereby accepted.

Section 2. The Mayor of the City Council and the City Clerk, on behalf of Las Vegas, Nevada, be, and they hereby are, authorized in accordance with NRS 271.335 to execute a contract with the Contractor for a construction project which includes, in part, the construction of the improvements in Las Vegas, Nevada, Special Improvement District No. 1511 - Farm Road (Virginia Dale Street To Tule Springs Road).

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof (not inconsistent with the provisions of this Resolution), concerning the District, including, but not limited to, the publication by the City Engineer, on behalf of the City, of the notice to bidders, the acquisition of the improvements, and the levy of assessments for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 4. The Officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including, without limiting the generality of the foregoing, the preparation of all further necessary contract documents, legal proceedings, and other items necessary or desirable for the construction project and for the completion of the District.

Section 5. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, heretofore repealed.

Section 6. If any section, paragraph, clause or other provision of this Resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Resolution.

Section 7. That the City Council has determined, and does hereby declare, that this Resolution shall be in effect after its passage in accordance with law.

PASSED, APPROVED AND ADOPTED, this 6th day of May, 2009.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC
City Clerk

Approved as to form:

4/22/09
Date Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on May 6, 2009.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow David W. Steinman (Interim)
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas Website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on May 6, 2009 is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this May 6, 2009.

(SEAL)

BEVERLY K. BRIDGES, CMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-27-2009 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Finance / Treasury

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-27-2009

RESOLUTION NO. R-27-2009

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT IN CERTAIN DISTRICTS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the Districts); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes (NRS) 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410 to the extent provided in the notice as set forth in Section 2. The sale shall take place at 2:00 p.m. on June 30, 2009 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on June 30, 2009, the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	District No.	Total Amount Due to Date of Sale **

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 30, 2009, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

**(Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to June 30, 2009, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

As provided in NRS 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS 271.410 , at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of May 6, 2009.

/s/ Candace Falder
Acting Director of Finance & Business Services

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED May 6, 2009.

_____
Mayor

(SEAL)

_____
City Clerk

D. Pinkerton 4/20/09
Approved as to Form

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 6, 2009.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow David W. Steinman (Interim)
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(a) Court Clerk's Bulletin Board

City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 6, 2009 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 6, 2009.

_____
Beverly K. Bridges, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on June 10, 2009, being at least 20 days before the sale, which was held on June 30, 2009.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this _____ ___, 2009.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this _____ ___, 2009, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT 1

STATE OF NEVADA)
:ss
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on June 10, 2009, being at least 20 days before the sale, which was held on June 30, 2009.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ____ day of _____, 2009.

_____
Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2009 by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach copy of Notice as Mailed)

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-28-2009 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Finance / Treasury

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-28-2009

Summerlin & Multi Districts

RESOLUTION NO. R-28-2009

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos. 404, 707, 808, 809, and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on July 28, 2009 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on July 28, 2009, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 404, 707, 808, 809, and various others to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to July 28, 2009 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made.

A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of May 6, 2009

/s/ CANDACE FALDER
Acting Director of Finance & Business Services

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this May 6, 2009

_____
Mayor

(SEAL)

_____
Beverly K. Bridges, CMC, City Clerk

J. Pimbiello 4/20/09
Approved as to Form

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen, qualified and City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 6, 2009.

2. The adoption of the Resolution was duly moved and seconded and the Resolution was adopted by an affirmative vote of a majority of the members of the Council as follows:

Those Voting Aye:	Oscar Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow David W. Steinman (Interim)
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(a) Court Clerk's Bulletin Board
City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

and

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda,

except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 6, 2009 is attached to this certificate as Exhibit A.

9. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

10. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 6, 2009.

_____

Beverly K. Bridges, CMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING**
	: ss.	**NOTICE OF SALE**
COUNTY OF CLARK	)	**DISTRICTS 404, 707 808, 809 and VARIOUS OTHER DISTRICTS**

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on July 8, 2009 being at least 20 days before the sale, which was held on July 30, 2009.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2009.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2009, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on July 8, 2009, being at least 20 days before the sale, which was held on July 28, 2009.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2009

.

ASSESSMENT MANAGEMENT GROUP

_____
Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2009, by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach Copy of Notice as Mailed)

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-29-2009 - Approval of a Resolution to adopt policy regarding recycled water utilization in Southern Nevada - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Management of Southern Nevada's water resources is critical to the continued vitality of the region. In November 2007, the Southern Nevada Water Authority (SNWA) and the Clean Water Coalition (CWC) began the Southern Nevada Regional Water Recycling Study to develop policy and procedures regarding water recycling practices with stakeholders, elected officials and community leaders. Through this stake holder process, a set of definitions, guiding principles and policy statements were jointly developed and adopted by SNWA and CWC Boards in December 2008. The City being a member agency of both regional agencies, supports the common goal of the policy by continuing development of water recycling practices that are safe, sustainable and effective.

RECOMMENDATION:
Staff recommends that Mayor and City Council approve the Resolution

BACKUP DOCUMENTATION:
1. Resolution No. R-29-2009
2. Policy Regarding Recycled Water

RESOLUTION ADOPTING POLICY REGARDING RECYCLED WATER

WHEREAS, managing Southern Nevada's water resources is critical to the continued vitality of the region; and

WHEREAS, the Southern Nevada Water Authority and the Clean Water Coalition are the regional agencies responsible for the management of those resources; and

WHEREAS, those regional agencies have developed a joint policy regarding recycled water to address the safe, effective and sustainable management of recycled water resources; and

WHEREAS, the City is a member agency of both regional agencies and shares with those agencies the common goal of continuing to address water recycling practices in the context of managing water resources; and

WHEREAS, in addition, the City operates a wastewater treatment facility that serves owners and occupants of properties within the region; and

WHEREAS, the City Council desires to express its support for the joint policy referred to above by means of adopting that policy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to adopt the document entitled "Policy Regarding Recycled Water" which is attached to this Resolution and incorporated herein.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2009.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM

_____ 4.20.09
Date

cleanwatercoalition.com

SOUTHERN NEVADA WATER AUTHORITY

CLEAN WATER COALITION

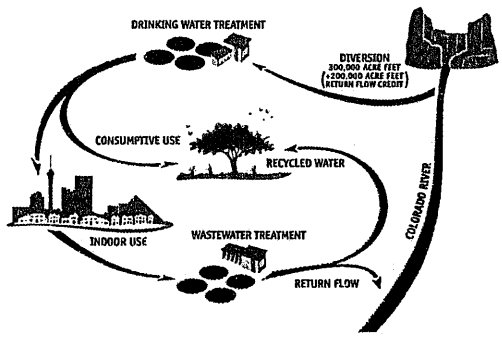
Policy Regarding
Recycled Water

December 2008

snwa.com

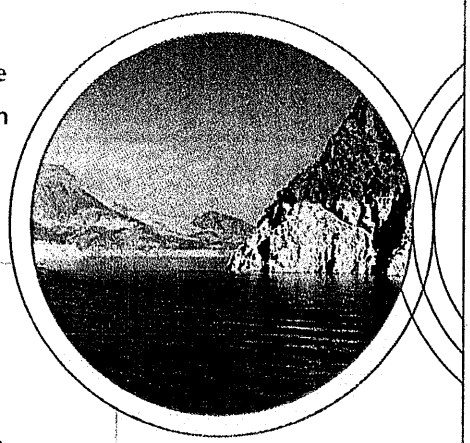
RECYCLED WATER POLICY

Managing Southern Nevada's water resources is critical to the continued vitality of the region. Recycled Water constitutes a major portion of the sustainable water resources for Southern Nevada. As the regional water and wastewater authorities, the Southern Nevada Water Authority and the Clean Water Coalition share a policy for continued development of water recycling.



DEFINITIONS

Recycled Water is water that has been used and subsequently treated to make it suitable for use again. Graywater is water from bathing, laundry and bathroom sinks that is used without treatment.



Guiding Principles:

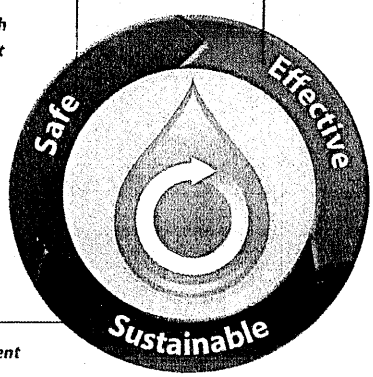
Recycled Water resources should be developed and used in applications that are:

Safe

Treated to provide a high degree of assurance that public health and safety is safeguarded.

Effective

Shown to be an effective means of maximizing the water resources available to Southern Nevada.



Sustainable

Demonstrated to represent the best balance of the environmental, economic, and social/cultural benefits.



Clark County Water Reclamation DISTRICT

The Southern Nevada Water Authority and Clean Water Coalition governing boards adopted this policy in December 2008.

continued on reverse

POLICY STATEMENT

Recycled Water programs in Southern Nevada should:

1. Expand return flow to the Colorado River to increase Nevada's credit for subsequent withdrawal.

2. Expand the use of Recycled Water in the Las Vegas Valley where large turf and industrial demands exist.

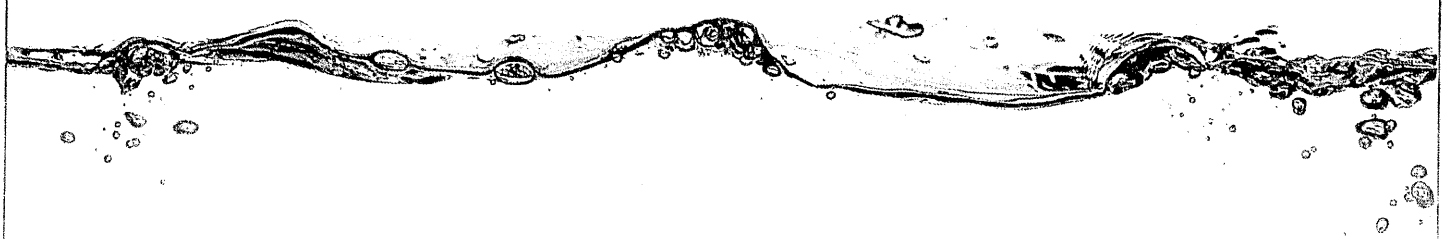
3. Maximize the use of Recycled Water in areas of Southern Nevada where return flow to the Colorado River system is not practical, including the testing of aquifer storage and recovery.

4. Develop a Salt Management Strategy to address the accumulation of salts that are detrimental in Recycled Water.

5. Continue to advance the research of the health and safety implications of Recycled Water.

6. Prohibit the use of treated or untreated Graywater in the Las Vegas Valley, and prohibit its use outside of the valley where there is reasonable potential for return flow to the Colorado River system or other Water Recycling programs.

7. Educate the public about our local water cycle and the benefits of Recycled Water.



City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4830 Kansas Avenue in the amount of $3,956 (General Fund) and assess a maximum of $69,550 in daily civil penalties. PROPERTY OWNER: LUIZA PAIRICH - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,956
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Levelex, Inc. To date, there have been five (5) inspections conducted at this location. The value of the property based on the sale date of January 2009 was $30,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,700 for work completed by Levelex, Inc in addition to other fees assessed for a total of $3,956 and consider assessing a maximum of $69,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

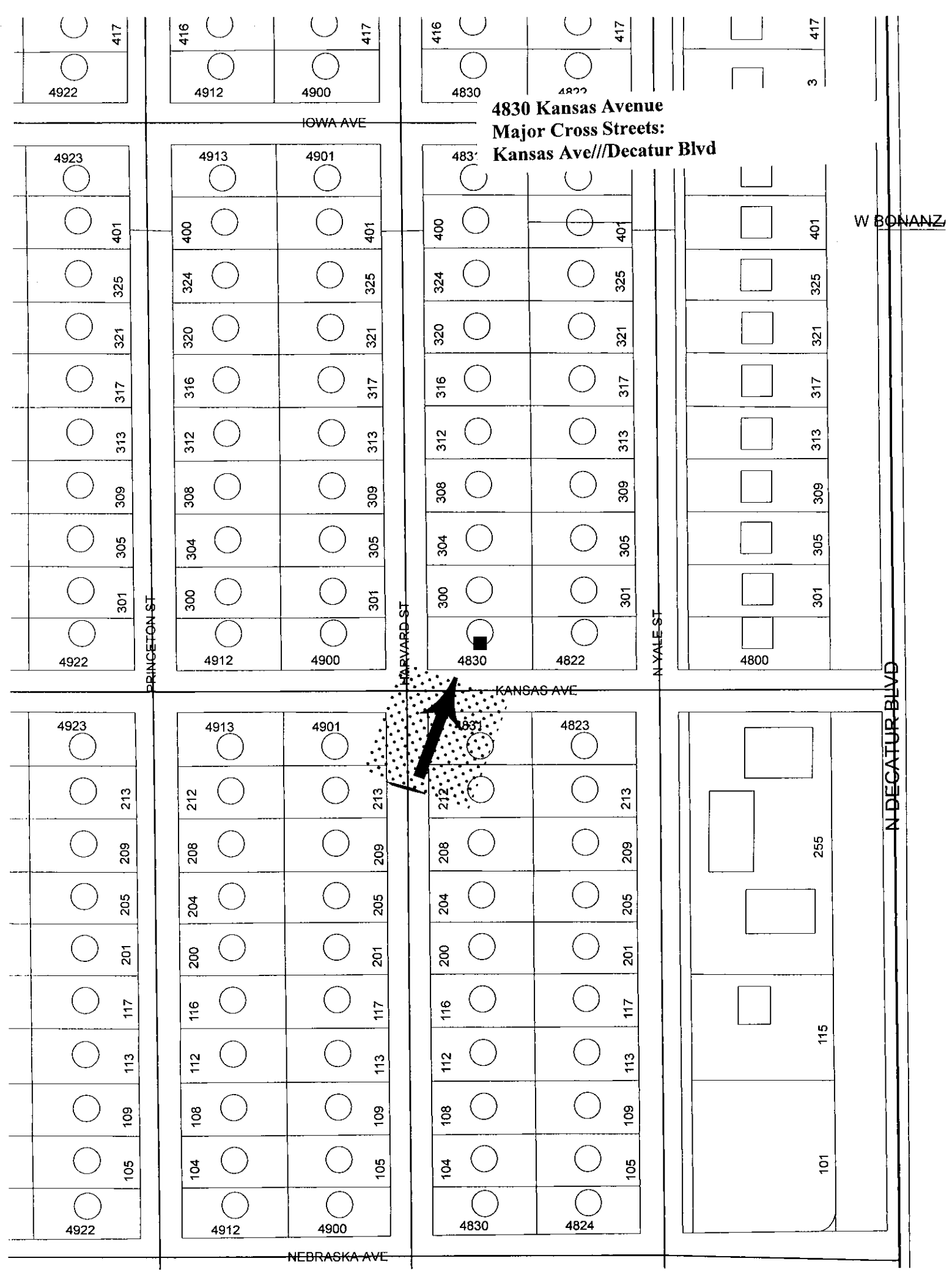
AGENDA MEMO

CITY COUNCIL MEETING DATE: May 6, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4830 Kansas Avenue in the amount of $3,956 (General Fund) and assess a maximum of $69,550 in daily civil penalties. PROPERTY OWNER: LUIZA PAIRICH – Ward 1 (Tarkanian)

Levelex, Inc completed work on December 20, 2008 at a cost of $1,700; $325 boarded building certificate fee; $726 in reinspection fees (w/late fees); civil penalties in the amount of $950 plus a 15% administrative fee, for a total of $3,956.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Dangerous Building and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.


4830 Kansas Avenue
Major Cross Streets:
Kansas Ave///Decatur Blvd
IOWA AVE
KANSAS AVE
NEBRASKA AVE
PRINCETON ST
HARVARD ST
N YALE ST
N DECATUR BLVD
W BONANZA
4922
4912
4900
4830
4822
4800
4923
4913
4901
4823
4824
401
325
321
317
313
309
305
301
213
209
205
201
117
113
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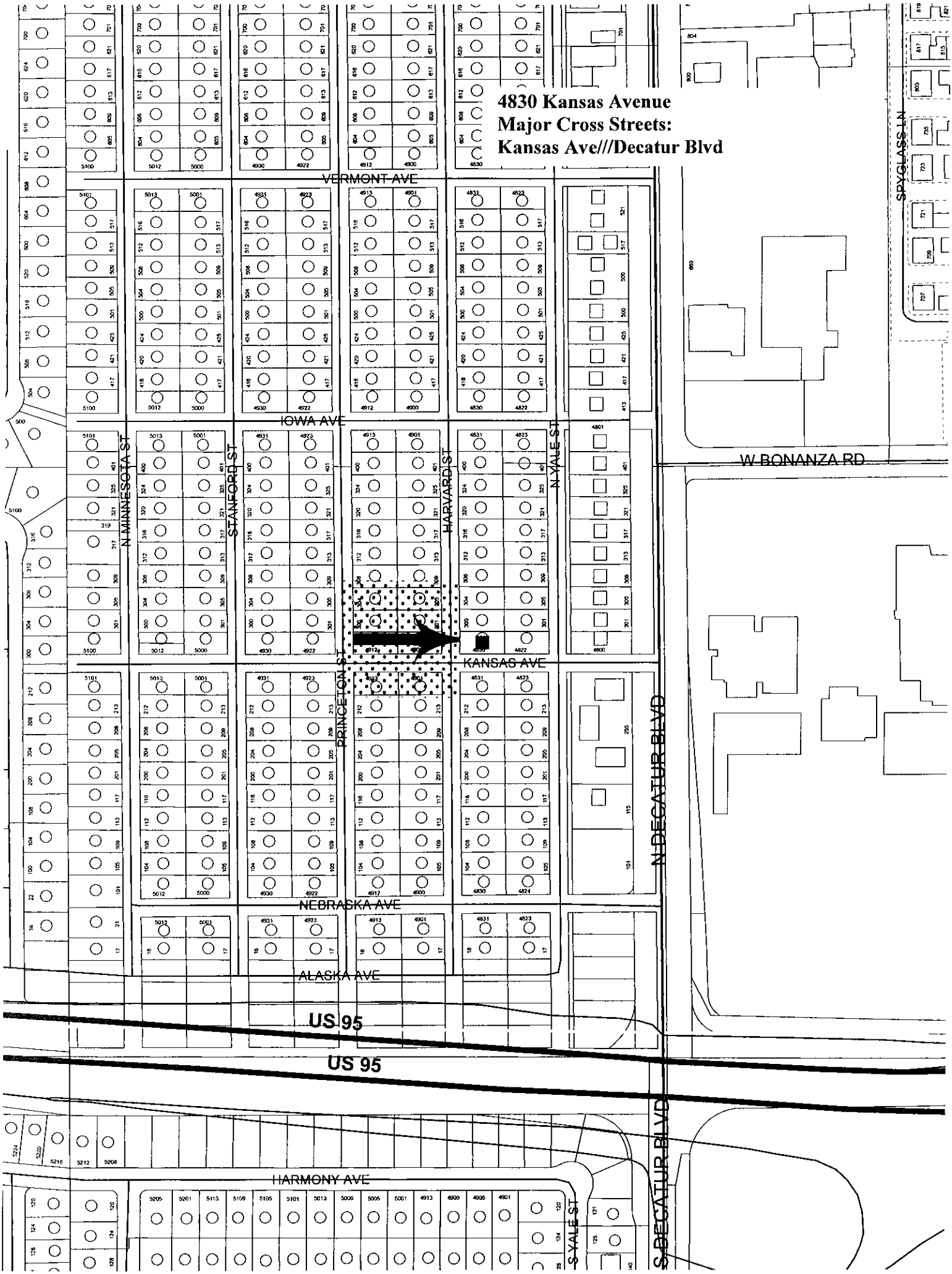

4830 Kansas Avenue
Major Cross Streets:
Kansas Ave///Decatur Blvd
VERMONT AVE
IOWA AVE
KANSAS AVE
NEBRASKA AVE
ALASKA AVE
HARMONY AVE
N MINNESOTA ST
STANFORD ST
HARVARD ST
N YALE ST
PRINCETON ST
N DECATUR BLVD
S DECATUR BLVD
S YALE ST
W BONANZA RD
SPYGLASS LN
US 95
US 95

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building located at 4830 Kansas Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all high, dry, dead vegetation to include dead bushes and trees, all trash and debris, boarding all openings to City of Las Vegas specifications, and post No Trespassing, Dumping or Vehicles signs on site. The abatement was completed by Levelex, Inc on December 20, 2008 at a cost of $1,700.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove high/dry/dead vegetation	$350.00
Remove all trash and debris	$425.00
Board front house to CLV specs	$835.00
Post signs	$90.00
AMOUNT DUE:	$1,700.00
Administrative Processing Fee:	$255.00
Boarded Building Certificate	$325.00
Sub-Total:	$2,280.00
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
Payment	**0**
TOTAL AMOUNT DUE:	**$3,956.00**
Daily Civil Penalties – 141 days @ $500 a day (excluding civil penalty fees already assessed) August 2, 2008 to December 20, 2008	**$69,550.00**
MAXIMUM TOTAL:	**$73,506.00**
OWNER OF RECORD:	LUIZA PAIRICH
PROPERTY ABATED:	4830 Kansas Avenue
ASSESSOR PARCEL:	138-25-812-170
LEGAL DESCRIPTION:	LAS VEGAS SQUARE
	PLAT BOOK 1 PAGE 96
	LOT 21 BLOCK 17 & LOT 22

DSS:jl

Levelex, Inc.
5289 Smoke Ranch Road
Las Vegas, NV 89108

Disclosure of Principals

The principals and partners of *Levelex, Inc.* and all persons and entities holding more than 1% interest in *Levelex, Inc.* or any principal of *Levelex, Inc.* are the following:

	Full Name	Business Address	Business Phone
1.	Mark D. Logar	5289 Smoke Ranch Rd.	702-430-9210
2.	Michael W. Roberts	" "	702-413-3996
3.	Michael P. Giddy	" "	702-806-1488
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Levelex, Inc.

By: Marc N. Jakobi

State of Nevada }
County of Clark }

AFTON HOWARD
Notary Public State of Nevada
No. 08-6909-1
My appt. exp. May 16, 2012

Subscribed and sworn to before me, a Notary Public,
on this 3 day of September, 2008.

Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 6, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 6, 2009,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **4830 KANSAS AVENUE.** The Director of Neighborhood Services certifies that the sum of **$3,956.00** was expended and Civil Penalties in the sum of **$69,550.00** may be imposed for a total of **$73,506.00** and possibly continue until correction. Owner of record at time of abatement: **LUIZA PAIRICH - WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 67569 ABANDB **02321-89**

Address: **4830 KANSAS AVE**

CLV
DBPROJ

VACANT HOUSE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13825812170	0.12 ACRE	LAS VEGAS SQUARE

Owner Information:

10-Aug-02	26-Oct-06	POLK PERCY JR 4830 KANSAS AVE; LAS VEGAS, NV 89107-1916
26-Oct-06	02-Nov-06	FLORES FERMIN 7749 APACHE CLIFFS; LAS VEGAS, NV 89113
02-Nov-06	07-Jun-07	FLORES FERMIN 7749 APACHE CLIFFS; LAS VEGAS, NV 89113-3011
07-Jun-07	14-Jun-07	FLORES FERMIN 7749 APACHE CLIFF; LAS VEGAS, NV 89113
14-Jun-07	15-Nov-07	FLORES FERMIN 7749 APACHE CLIFF; LAS VEGAS, NV 89113-3011
15-Nov-07	15-Jan-09	FIGUEROA RUBEN 4830 KANSAS AVE; LAS VEGAS, NV 89107-1916
15-Jan-09	22-Jan-09	FEDERAL NATIONAL MORTGAGE ASSN 3900 WISCONSIN AVE N W; WASHINGTON, DC 20410
22-Jan-09	05-Feb-09	FEDERAL NATIONAL MORTGAGE ASSN 3900 WISCONSIN AVE N W; WASHINGTON, DC 20016-2806
05-Feb-09		PAIRICH LUIZA 6130 W FLAMINGO RD #773; LAS VEGAS, NV 89103-2280

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed	8/5/1988	08/06/2008 12:15	08/06/2008 12:17	2
982400	Failed	7/10/2008	07/09/2008 14:53	07/09/2008 14:57	4
982400	Failed	9/5/2008	09/09/2008 11:02	09/09/2008 11:04	2
982400	Failed	10/3/2008	10/03/2008 9:00	10/03/2008 9:10	10
982400	Failed	12/8/2008	12/11/2008 14:05	12/11/2008 14:15	10
982400	Passed	3/30/2009	04/11/2009 12:46	04/11/2009 12:46	0
				Time in Minutes:	28

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	7/9/2008	4/11/2009	REMOVE ALL REFUSE AND WASTE TO INCLUDE FURNITURE,WOOD,TOY
A-MITIGATION	7/9/2008	4/11/2009	SUBMIT DETAILED MITIGATION PLAN
A-INTENT LTR	7/9/2008	4/11/2009	SUBMIT STATEMENT OF INTENT

CASENO 67569 ABANDB **02321-89**

A-BRDG CERT	7/9/2008	4/11/2009	SUBMIT BOARDING CERTIFICATE AND ASSOCIATED FEES
A-BLD DNGR	7/9/2008	4/11/2009	SECURE ALL OPENINGS TO CLV SPECIFICATIONS
A-WEEDS	7/9/2008	4/11/2009	REMOVE ALL HIGH DRY AND DEAD VEGETATION

Log

Type:	*Date:*	*Employee:*	*Min:*
LETTER	4/15/2009 8:41:00 AM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail.			
MEET	4/15/2009 8:41:00 AM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on May 6, 2009			
MEMO	4/11/2009 12:45:00 PM	LYNN NIHIPALI	0
16)DO NOT RELEASE NOTICE, THIS PROPERTY HAS BEEN ABATED, AND WAS TO GO INTO ESCROW ABATEMENT FEES ARE ON PROPERY, HAS YET TO GO TO COUNCIL.			
FAX	1/14/2009 2:24:00 PM	LYNN NIHIPALI	0
16)FAX SENT TO CRYSTAL WITH ORIGINAL NOTICE, 10 DAY AND COPY OF INVOICES TO DATE. COPIES OF INVOICES RETRIEVED BY JL ARE IN THE FOLDER.			
MISC	12/29/2008 10:27:00 AM	LIDIA MCKENZIE	0
lm) Received fm LEVELEX invoice/Declaration of Disposal Compliance;job completed 12/20/08 submitted to finance-OK to pay LEVELEX $1700 - Receipt #242832-LEVELEX, INC. invoice #3217			
VIDREQ	12/23/2008 1:55:00 PM	LIDIA MCKENZIE	0
LM)RECEIVED FAX FROM LEVELEX ADVISING OF COMPLETION ALONG WITH INVOICE. FORWARDED COPY TO #16 WITH REQUEST FOR POST ABATEMENT VIDEO.			
VIDPST	12/22/2008 9:10:00 AM	LYNN NIHIPALI	10
16)POST ABATEMENT VIDEO DONE, ALL ITEMS ABATED EXCEPT FOR SCREENING (NOT IN SPECS WHEN BIDS WENT OUT) CONTINUE WITH PROCESS.			
VIDREQ	12/11/2008 2:25:00 PM	LIDIA MCKENZIE	0
per e-mail from LEVELEX, INC. start date will be on 12/17/08 - sent to #16 with request for pre-abatement video.			
VIDPRE	12/11/2008 2:05:00 PM	LYNN NIHIPALI	10
16)BOARDED BUT NOT TO SPECS, WRONG THICKNESS BUT INSTALLED CORRECTLY, NOT PAINTED, REALTOR SIGN IN YARD NOW, GRAFFITI, ONE DOOR OPEN IN REAR. WILL HAVE 24 REVIEW PIX AND SEE ABOUT CONTINUING WITH ABATEMENT.			
BIDA	11/24/2008 4:46:00 PM	LIDIA MCKENZIE	0
lm) Devin approved requisition. Sent award letter to Levelex, Inc. for $1,700. Awaiting start date.			
MISC	11/20/2008 1:23:00 PM	LIDIA MCKENZIE	0
lm) Entered into Oracle; submitted e-mail to Devin for approval of requisition (#143248)			
DIRECT	11/14/2008 9:23:00 AM	PAMELA HINES	10
24/16)DEP DIR MORRIS APPROVED BID FOR BOARD/CLEAN IN AMT OF $1700 TO LEVELEX. FILE TO LIDIA FOR AWARD.			
MEMO	11/14/2008 8:30:00 AM	LYNN NIHIPALI	30
16)WAS IN FOR BID REVIEW. CHECK STATUS ON 11/26			
MEMO	11/4/2008 8:49:00 AM	LYNN NIHIPALI	0
INSP	10/3/2008 9:00:00 AM	LYNN NIHIPALI	10
16)BOARDED NOT TO SPECS,TRASH AND DEBRIS STILL IN YARD, CONTINUE WITH ABATEMENT.			
MISC	9/19/2008 3:48:00 PM	LIDIA MCKENZIE	0
CERTIFIED MAIL ADDRESSED TO RUBEN FIGUEROA; RETURNED: " RETURN TO SENDER; ATTEMPTED NOT KNOWN"			
MISC	9/15/2008 2:08:00 PM	LIDIA MCKENZIE	0
LM) MAIL ADDRESSED TO RUBEN FIGUEROA RETURNED: "RETURN TO SENDER - NOT DELIVERABLE AS ADDRESSED; UNABLE TO FORWARD"			

INSP	9/9/2008 11:02:00 AM	LYNN NIHIPALI	2
16)HAS BEEN BOARDED, NOT TO SPECS, STILL HAS ALL THE TRASH AND DEBRIS, PIX, FAIL, FEE, CB 9/22			
NOPOST	9/9/2008 11:02:00 AM	LYNN NIHIPALI	2
16)POSTED ON WALL BY FRONT DOOR			
MISC	9/8/2008 2:45:00 PM	LIDIA MCKENZIE	0
10 DAY BEFORE ABATEMENT LTR SENT; C/B 9/19/08			
BIDR	9/4/2008 3:23:00 PM	LIDIA MCKENZIE	0
RECEIVED BIDS FROM WEAVER CONSTRUCTION, INC. ($3,650); LEVELEX, INC. ($1,700)			
BIDR	9/3/2008 5:52:00 PM	LIDIA MCKENZIE	0
RECEIVED BID FROM W.A. CONSTRUCTION ($1,749)			
BIDS	8/29/2008 2:34:00 PM	LIDIA MCKENZIE	0
SENT INV TO BID TO CONTRACTORS; DUE 9/4/08			
MISC	8/7/2008 4:36:00 PM	TASHA DOWNTON	0
WEB COMPLAINT SUBMITTED (SEE CSR 393196) STATING: The residents of 4830 Kansas Ave, moved out about 04-29-08. The house has been vacant since then and now trash, mattresses, furniture have been left on the driveway and back yard. The windows are now all			
RECORD	8/7/2008 9:26:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O Regarding Vacant or Aband Dngr Bldg at Clark County. Recorded in Book: 20080807 Inst: 04165.			
INSP	8/6/2008 12:15:00 PM	LYNN NIHIPALI	2
16)NOTHING HAS BEEN DONE, ALMOST ALL THE WINDOWS BROKEN DOORS IN BACK ACCESSIBLE, FURNITURE, HOUSEHOLD ITEMS, TOYS,CLOTHERS ETC LITTERED THROUGHOUT YARD, PROCEED WITH ABATEMENT			
MISC	7/29/2008 3:20:00 PM	LIDIA MCKENZIE	0
LM) CERTIFIED MAIL ADDRESSED TO RUBEN FIGUEROA - RETURNED " RETURN TO SENDER-ATTEMPTED NOT KNOW-UNABLE TO FORWARD"***REG MAIL RETURNED ON 7/31/08			
NOPOST	7/24/2008 9:14:00 AM	LYNN NIHIPALI	1
16)POSTED ON WALL BY FRONT DOOR			
DBPROJ	7/23/2008 2:46:00 PM	LIDIA MCKENZIE	0
NOREQ	7/17/2008 1:27:00 PM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.			
RESEAR	7/16/2008 4:00:00 PM	LYNN NIHIPALI	5
16)NO LUCK WITH PHONE NUMBERS IN ZABA,DEXKNOWS,OR OTHERWISE. THERE IS ANOTHER ADDRESS FOR A RUBEN IN HENDERSON, BUT NOT SURE IF THE SAME. RECORDERS OFFICE ONLY SHOWS A RECONVEYANCE, BUT NO NEW DEFAULT.			
PHONE	7/16/2008 3:51:00 PM	LYNN NIHIPALI	0
16)CALLED JEFF RUEBEN AT 524-9474, HE DOES NOT HAVE A NUMBER FOR RUBEN FIGUEROA AND BELIEVES THAT THE BANK HAS ALREADY TAKEN OVER THE PROPERTY.			
INSP	7/9/2008 2:53:00 PM	LYNN NIHIPALI	4
16)ALMOST ALL WINDOWS BROKEN,REAR DOORS OPEN,YARD FULL OF HOUSEHOLD ITEMS,FURNITURE,TOYS,ABANDONED BARNEY,TOOLS, GOLF CLUBS, ETC, WILL PREPARE NOTICE AND ORDER PIX, CB 7/11			
		Time in minutes:	86

APN 138-25-812-170

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **LUIZA PAIRICH**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**138-25-812-170**
Commonly known as:	**4830 Kansas Avenue**
Legal Description:	**LAS VEGAS SQUARE**
	PLAT BOOK 1 PAGE 96
	LOT 21 BLOCK 17 & LOT 22

On **December 20, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,956** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$69,550** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$73,506** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 6, 2009** ordered the above charges in the amount of **$73,506**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 - **Case # - 67569**

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 5913 West Washington Avenue in the amount of $3,314.35 (General Fund) and assess a maximum of $51,550 in daily civil penalties.
PROPERTY OWNER: ARMAN DAVTYAN - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,314.35
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired W.A. Construction. To date, there have been six (6) inspections conducted at this location. The value of the property based on the sale date of November 2008 was $30,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,749 for work completed by W.A. Construction, LLC in addition to other fees assessed for a total of $3,314.35 and consider assessing a maximum of $51,550 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

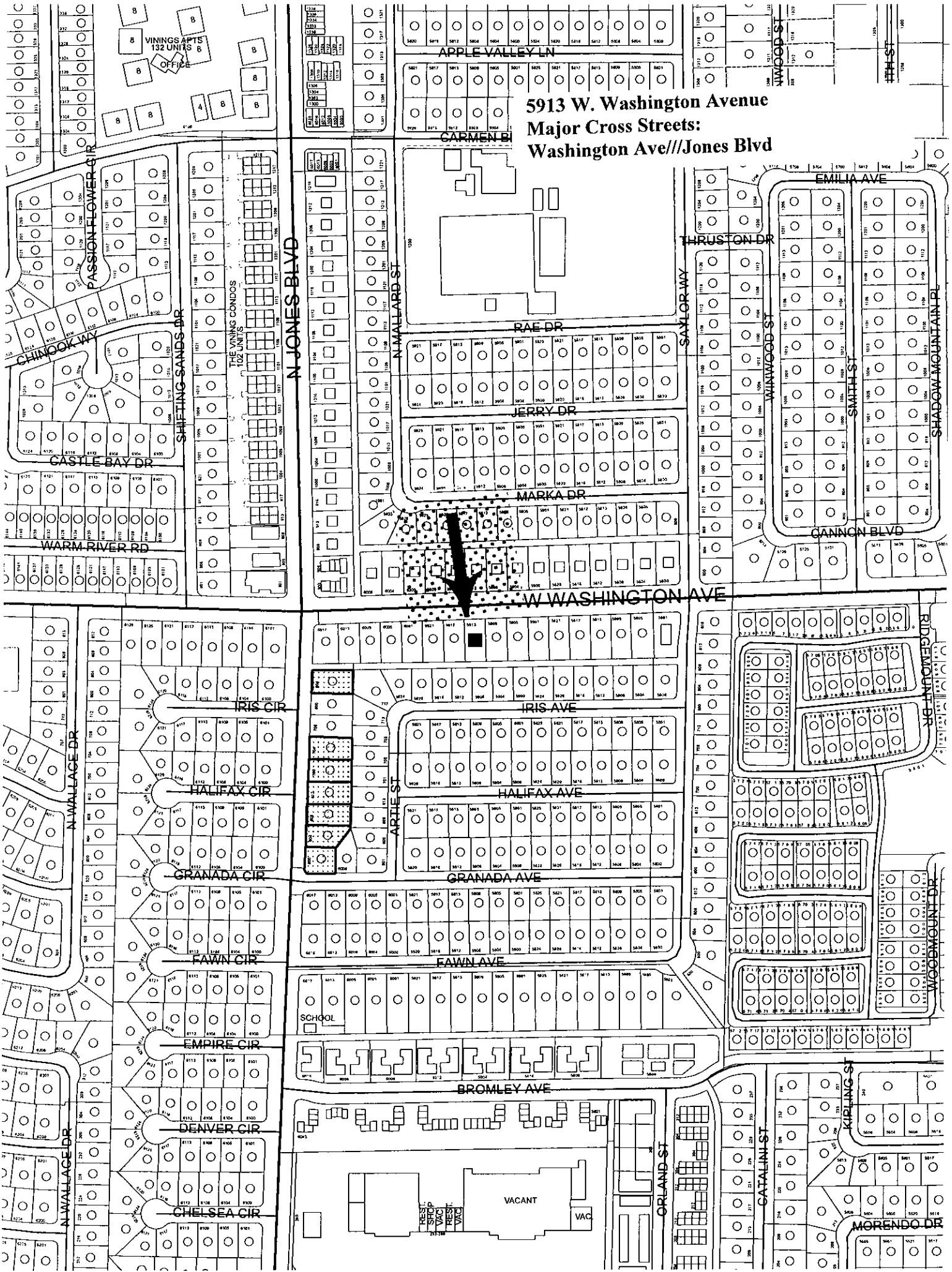
CITY COUNCIL MEETING DATE: May 6, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 5913 W. Washington Avenue in the amount of $3,314.35 (General Fund) and assess a maximum of $51,550 in daily civil penalties. PROPERTY OWNER: ARMAN DAVTYAN – Ward 1 (Tarkanian)

W.A. Construction, LLC completed work on November 14, 2008 at a cost of $1,749; $325 boarded building certificate fee; $528 inspection fees (w/late fees); $450 in daily civil penalties; plus a 15% administrative fee, for a total of $3,314.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Vacant or Abandoned Building and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.


5913 W. Washington Avenue
Major Cross Streets:
Washington Ave///Jones Blvd
N MALLARD ST
MARKA DR
W WASHINGTON AVE
IRIS AVE
HALIFAX AVE
ARTIE ST
1013
1009
1005
1001
717
713
709
705
701
613
609
5924
5920
5916
5933
5929
5925
5921
5917
5913
5909
5905
5901
5821
5817
5813
5808
6008
6004
6000
5912
5908
5904
5900
5820
5816
6013
6009
6005
6001
5824
5812
5809
5825


5913 W. Washington Avenue
Major Cross Streets:
Washington Ave///Jones Blvd
VININGS APTS
132 UNITS
OFFICE
APPLE VALLEY LN
CARMEN BL
EMILIA AVE
THRUSTON DR
PASSION FLOWER CIR
CHINOOK WAY
SHIFTING SANDS DR
THE VINING CONDOS
102 UNITS
N JONES BLVD
N MALLARD ST
RAE DR
SAYLOR WAY
WINWOOD ST
SMITH ST
SHADOW MOUNTAIN PL
JERRY DR
CASTLE BAY DR
MARKA DR
WARM RIVER RD
CANNON BLVD
W WASHINGTON AVE
IRIS CIR
IRIS AVE
RIDGEMONT DR
N WALLACE DR
HALIFAX CIR
HALIFAX AVE
ARTIE ST
GRANADA CIR
GRANADA AVE
WOODMONT DR
FAWN CIR
FAWN AVE
SCHOOL
EMPIRE CIR
BROMLEY AVE
DENVER CIR
VACANT
VAC
REST.
SHOP
VAC
REST.
VAC
ORLAND ST
KIPLING ST
CATALINA ST
CHELSEA CIR
MORENDO DR

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building at 5913 W. Washington Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all high, dry, dead vegetation to include all dead bushes and trees, all trash, debris, boarding all openings to City of Las Vegas specifications (ensure boards are properly installed and painted), posting No Trespassing, Vehicles or Dumping signs. The abatement was completed by W.A. Construction, LLC on November 14, 2008 at a cost of $1,749.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board/secure to City of Las Vegas specifications	$1,000.00
Remove all trash and debris – to include paper, plastic, furniture, shed, etc.	$300.00
Remove all high/dry dead vegetation	$400.00
Post No Trespassing , No Vehicles, No Dumping signs	$49.00
AMOUNT DUE:	$1,749.00
Administrative Processing Fee:	262.35
Sub-Total:	2,011.35
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
Boarded Building Certificate	$325.00
Payment:	**0**
TOTAL AMOUNT DUE:	**$3,314.35**
Daily Civil Penalties – 104 days @ $500 a day (excluding civil penalty fees already assessed) August 3, 2008 to November 14, 2008	**$51,550.00**
MAXIMUM TOTAL:	**$54,864.35**
OWNER OF RECORD:	ARMAN DAVTYAN
PROPERTY ABATED:	5913 W. Washington Avenue
ASSESSOR PARCEL:	138-25-311-008
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #45E
	PLAT BOOK 10 PAGE 80
	LOT 15 BLOCK 1

DSS:jl

W A Construction, LLC
2505 Anthem Village Drive, Suite E-532
Henderson, NV 89052

Disclosure of Principals

The principals and partners of *W A Construction, LLC* and all persons and entities holding more than 1% interest in *W A Construction, LLC* or any principal of *W A Construction, LLC* are the following:

	Full Name	Business Address	Business Phone
100% → 1.	CHRISTOPHER HARRISON	2505 Anthem Village Dr #E532 Henderson, NV 89052	702-858-7860
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

W A Construction, LLC

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this ____ day of 3/27, 2008.

_____
Notary Public in and for Clark County,
State of Nevada

NOTARY PUBLIC
County of Clark-State of Nevada
ALISA BRILMAN
No. 04-87553-1
My Appointment Expires March 1, 2008

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 6, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 6, 2008,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **5913 W. WASHINGTON AVENUE**. The Director of Neighborhood Services certifies that the sum of **$3,314.35** was expended and Civil Penalties in the sum of **$51,550.00** may be imposed for a total of **$54,864.35** and possibly continue until correction. Owner of record at time of abatement: **ARMAN DAVTYAN – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 67732 ABANDB **02321-51**

Address: **5913 W WASHINGTON AVE**

WEB
DBPROJ

HOUSE HAS BEEN BOARDED FOR OVER A YEAR

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13825311008	0.18 ACRE	CHARLESTON HGTS TRACT #45E

Owner Information:

10-Aug-02	25-Nov-06	DAVIS NORVIN L 5913 W WASHINGTON AVE; LAS VEGAS, NV 89107-4710
25-Nov-06	21-Dec-06	KLARES STEPHEN 5913 W WASHINGTON AVE; LAS VEGAS, NV 89107-4710
21-Dec-06	04-Jan-07	KLARES L L C P O BOX 1460; LAS VEGAS, NV 89125
04-Jan-07	06-Sep-07	KLARES L L C P O BOX 1460; LAS VEGAS, NV 89125-1460
06-Sep-07	04-Dec-08	AVELO MORTGAGE L L C 250 JOHN W CARPENTER FWY #300; IRVING, TX 75039
04-Dec-08		DAVTYAN ARMAN P O BOX 36069; LAS VEGAS, NV 89133-6069

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed		7/15/2008	07/09/2008 15:03	07/09/2008 15:08	5
970581	Passed	Partial	7/25/2008	07/25/2008 8:22	07/25/2008 8:28	6
982400	Failed		8/5/2008	08/06/2008 12:06	08/06/2008 12:10	4
982400	Failed		9/5/2008	09/09/2008 11:22	09/09/2008 11:24	2
982400	Failed		9/22/2008	09/22/2008 12:10	09/22/2008 12:15	5
982400	Passed		12/24/2008	12/29/2008 7:23	12/29/2008 7:23	0
					Time in Minutes:	22

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	7/9/2008	12/29/2008	REMOVE ALL REFUSE AND WASTE TO INCLUDE PILE OF CONSTRUCTIO
A-MITIGATION	7/9/2008	12/29/2008	SUBMIT DETAILED MITIGATION PLAN
A-INTENT LTR	7/9/2008	12/29/2008	SUBMIT STATEMENT OF INTENT
A-BRDG CERT	7/9/2008	12/29/2008	SUBMIT BOARDING CERTIFICATE AND ALL ASSOCIATED FEES
A-BLD DNGR	7/9/2008	12/29/2008	BOARD TO CLV SPECIFICATIONS
A-WEEDS	7/9/2008	12/29/2008	REMOVE ALL HIGH, DRY, AND DEAD VEGETATION, TO INCLUDE ALL DEA

Log

Type:	*Date:*	*Employee:*	*Min:*
LETTER	4/15/2009 3:15:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail. Also mailed certified and regular mail to Avelo Mortgage, LLC (previous owner)			
MEET	4/15/2009 3:15:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on May 6, 2009			
MEMO	12/29/2008 7:22:00 AM	LYNN NIHIPALI	0
16)REHAB HAS STARTED, NEW OWNER HAS BEEN NOTIFIED OF FEES, DO NOT RELEASE NOTICE, ADD INSPECTION FEES TO LIEN? NOT YET GONE TO COUNCIL. CLOSE CASE.			
DIRECT	12/18/2008 9:44:00 AM	PAMELA HINES	5
24)REVIEWED FOR CC AGENDA. REFER FILE TO JESS TO PREPARE FOR AGENDA. NOTE: NEW OWNER RECORDED 11-12-08.			
MISC	12/9/2008 3:38:00 PM	LIDIA MCKENZIE	0
LM) SUBMITTED TO FINANCE FOR PYMT TO W.A. CONSTRUCTION $1,749 - RECEIPT #241693.			
VIDPST	11/13/2008 3:50:00 PM	LYNN NIHIPALI	5
16)CLEAN AND SECURE, PROPERLY BOARDED CONTINUE			
VIDPST	11/12/2008 2:34:00 PM	LIDIA MCKENZIE	0
LM)RECEIVED PHONE VOICEMAIL MSG FRM W.A. CONSTRUCTION ADVISING OF COMPLETION OF PROJECT. ADVISED #16 VIA E-MAIL W/REQUEST FOR POST ABATEMENT VIDEO			
VIDPRE	11/7/2008 12:30:00 PM	ANTHONY GUARINO	4
21)t/d,weeds all yards,boards on some windows not to specs,appears someone trying to gain entry front door-board partially removed. video done,pic in CC ITEMS file refer to LD			
MISC	11/6/2008 2:00:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED START DATE FROM W.A. FOR 11/10/08 - FORWARDED W/REQUEST FOR PRE-ABATEMENT VIDEO TO #16			
BIDA	11/4/2008 2:18:00 PM	LIDIA MCKENZIE	0
LM) AWARD LTR SENT TO W. A. CONSTRUCTION			
MISC	11/4/2008 10:42:00 AM	LIDIA MCKENZIE	0
LM) submitted Req. #142328 for D.Smith's approval for $1749 to W.A. Construction.			
DIRECT	10/10/2008 3:13:00 PM	PAMELA HINES	7
24)BID OF $1749 TO SECURE/CLEAN, APPROVED BY ACTING DIRECTOR DSS. FORWARD TO OFFICE STAFF TO AWARD AND OBTAIN START DATE. THANKS.			
INSP	9/22/2008 12:10:00 PM	LYNN NIHIPALI	5
16)NOTHING HAS BEEN DONE, HIGH WEEDS, LIGHT T/D STILL OPEN FROM REAR WINDOW, PROCEED WITH ABATEMENT, PIX, 4TH FAIL, 3RD FEE.			
MISC	9/15/2008 2:44:00 PM	LIDIA MCKENZIE	0
LM) GRN CARD-RETURN RECEIPT ADDRESSED TO AVELO MORTGAGE, LLC; RECEIVED			
NOPOST	9/9/2008 11:22:00 AM	LYNN NIHIPALI	3
16)POSTED ON WALL BY FRONT DOOR			
INSP	9/9/2008 11:22:00 AM	LYNN NIHIPALI	3
16)ONLY WOOD IS GONE, REAR WINDOW STILL OPEN,HIGH WEEDS, ETC, PIX, FAIL, FEE, CB 9/22			
MISC	9/8/2008 2:46:00 PM	LIDIA MCKENZIE	0
10 DAY BEFORE ABATEMENT LTR SENT;C/B 9-19-08			
BIDR	9/4/2008 3:20:00 PM	LIDIA MCKENZIE	0
BIDS RECEIVED FROM WEAVER CONSTRUCTION, INC. ($2,585); LEVELEX, INC. ($1,910)			
BIDR	9/3/2008 2:28:00 PM	LIDIA MCKENZIE	0
RECEIVED BID FROM W.A. CONSTRUCTION ($1,749)			
BIDS	8/29/2008 2:27:00 PM	LIDIA MCKENZIE	0
INV TO BID SENT TO ALL CONTRACTORS - DUE 9/4/08			
RECORD	8/7/2008 10:19:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O Regarding Vacant or Aband Dngr Bldg at Clark County. Recorded in Book: 20080807 Inst: 04170.			

MEMO	8/7/2008 7:57:00 AM	LYNN NIHIPALI	0
16)ABATEMENT BID FORM PREPARED.			
INSP	8/6/2008 12:06:00 PM	LYNN NIHIPALI	4
16)PILE OF DEBRIS HAS BEEN REMOVED,ONLY A FEW BOARDS REMAIN, NOTHING ELSE HAS BEEN DONE,HIGH WEEDS,SHED,WINDOW OPEN IN REAR,BOARDS NOT PAINTED, ETC, WILL PREPARE ABATEMENT BID FORM,PROCEED WITH ABATEMENT.			
MISC	8/1/2008 2:57:00 PM	LIDIA MCKENZIE	0
LM) GRN CERT CARD ADDRESSED TO LITTON LOAN SERVICING RECEIVED/SIGNED BY FRANCIS BLACKSHEAR (7/28)			
MISC	7/31/2008 2:49:00 PM	LIDIA MCKENZIE	0
LM) GRN CERT/RET RECEIPT CARD TO avelo mortgage, llc RECEIVED SIGNED BY JAVIER GUERRERO (7/28)			
NOTICE	7/25/2008 8:22:00 AM	ROBERT KAEMPFER	6
26) Posted N&O on front door, took pixs, cb 7-28			
DBPROJ	7/24/2008 5:13:00 PM	LIDIA MCKENZIE	0
NOREQ	7/16/2008 11:48:00 AM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.			
FAX	7/16/2008 11:47:00 AM	LYNN NIHIPALI	0
16)FAX SENT TO LITTON AT 713-960-0539			
PHONE	7/14/2008 3:30:00 PM	LYNN NIHIPALI	5
16)AND WAIT TO SEE IF I AM CONTACTED.			
PHONE	7/14/2008 3:30:00 PM	LYNN NIHIPALI	5
16)ATTEMPTED TO CONTACT AVELO LOAN SERVICES AND RECORDING GAVE ME INFO THAT LOANS WERE TRANSFERRED TO LITTON LOAN SERVICING. CONTACTED LITTON LOAN SERVICING AT 800-247-9727, AND WAS ON HOLD FOR OVER 10 MINUTES, MERSONLINE HAS FAX NUMBER, WILL FAX INFO			
INSP	7/9/2008 3:03:00 PM	LYNN NIHIPALI	5
16)VACANT HOUSE, BOARDED, OPEN AND ACCESSIBLE, PILE OF DEBRIS IN FRONT YARD, WINDBLOWN TRASH AND DEBRIS THROUGHOUT, DILAPIDATED SHED IN REAR YARD RIGHT UP AGAINST THE HOUSE AND EAST SIDE BLOCK WALL, WINDOWS OPEN IN REAR,HIGH WEEDS,DEAD VEGETATION, WILL			
INSP	7/9/2008 3:03:00 PM	LYNN NIHIPALI	5
16)PREPARE NOTICE AND ORDER, CB 7/14			
		Time in minutes:	**62**

APN 138-25-311-008

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ARMAN DAVTYAN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**138-25-311-008**
Commonly known as:	**5913 W. Washington Avenue**
Legal Description:	**CHARLESTON HGTS TRACT #45E**
	PLAT BOOK 10 PAGE 80
	LOT 15 BLOCK 1

On **November 14, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,314.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$51,550** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$54,864.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 6, 2009** ordered the above charges in the amount of **$54,864.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 67732**

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4701 Alpine Place in the amount of $1,150 (General Fund) and assess a maximum of $62,350 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS – C/O REO DEPT - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,150
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Hicks Unique Building and Construction. To date, there have been five (5) inspections conducted at this location. The value of the property based on the sale date of July 2008 was $183,885.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,000 for work completed by Hicks Unique Building and Construction in addition to other fees assessed for a total of $1,150 and consider assessing a maximum of $62,350 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

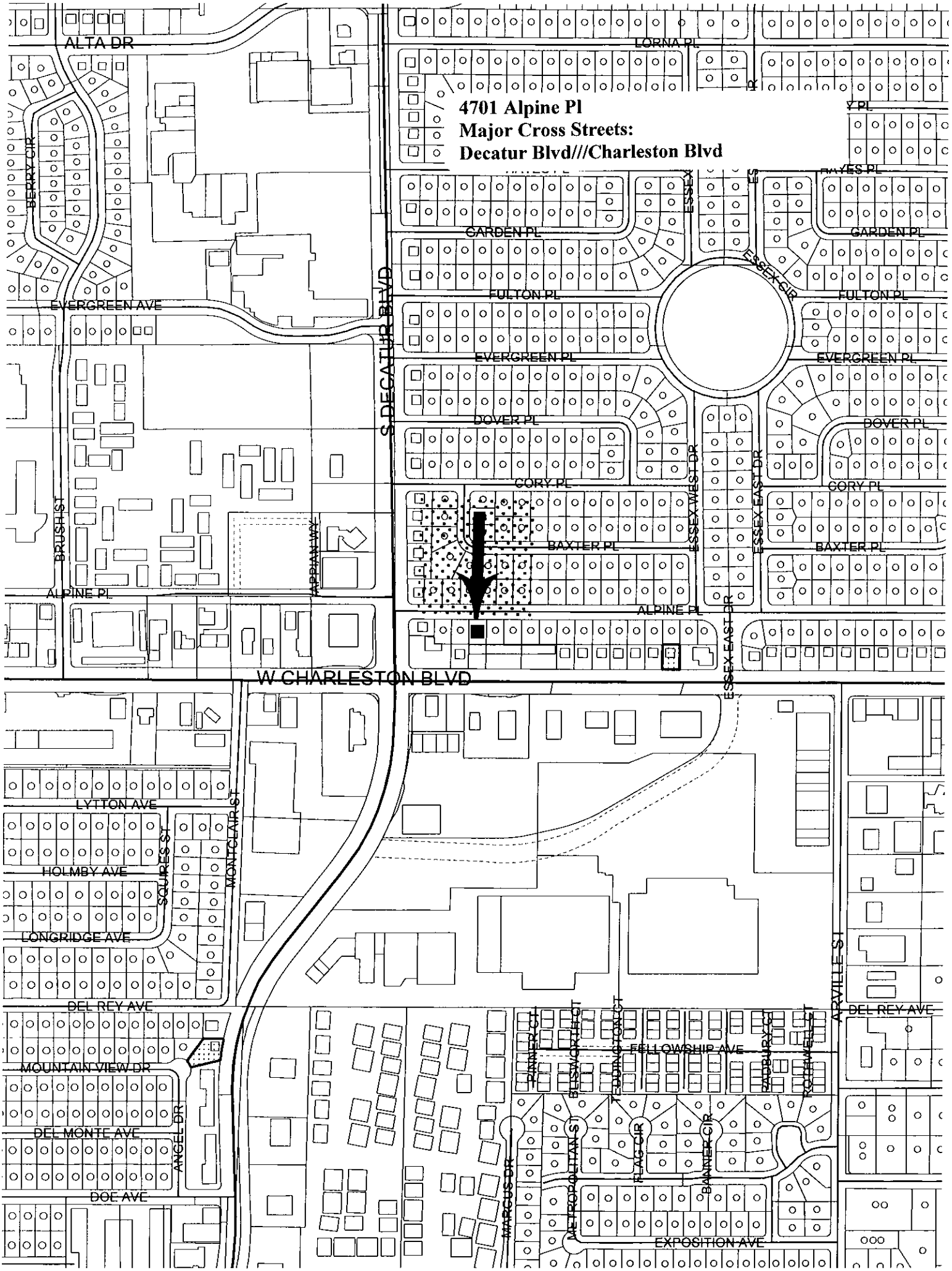
CITY COUNCIL MEETING DATE: May 6, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 4701 Alpine Pl in the amount of $1,150 (General Fund) and assess a maximum of $62,350 in daily civil penalties. PROPERTY OWNER: BANK DEUTSCHE NATIONAL TR CO TRS - C/O REO DEPT – Ward 1 (Tarkanian)

Hicks Unique Building and Construction completed work on December 2, 2008 at a cost of $1,000; plus a 15% administrative fee, for a total of $1,150.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Vacant or Abandoned Building and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.


CORY PL
4701 Alpine Pl
Major Cross Streets:
Decatur Blvd///Charleston Blvd
BAXTER PL
S DECATUR BLVD
ALPINE PL
ALPINE PL
W CHARLESTON BLVD
MINI
REST.
REST.
RAISING CANE'S
REST.
REST.
SHOP
BAR
CAFE


4701 Alpine Pl
Major Cross Streets:
Decatur Blvd///Charleston Blvd
ALTA DR
LORNA PL
BERRY CIR
GARDEN PL
ESSEX CIR
FULTON PL
EVERGREEN AVE
EVERGREEN PL
S DECATUR BLVD
DOVER PL
ESSEX WEST DR
ESSEX EAST DR
CORY PL
BAXTER PL
BRUSH ST
APPIAN WY
ALPINE PL
W CHARLESTON BLVD
LYTTON AVE
MONTCLAIR ST
SQUIRES ST
HOLMBY AVE
LONGRIDGE AVE
DEL REY AVE
ARVILLE ST
FELLOWSHIP AVE
MOUNTAIN VIEW DR
ANGEL DR
DEL MONTE AVE
DOE AVE
METROPOLITAN ST
FLAG CIR
BANNER CIR
EXPOSITION AVE

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building at 4701 Alpine Pl - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all high, dry, dead vegetation to include all dead bushes and trees, all trash, debris, boarding all openings to City of Las Vegas specifications or ensure boards and doors are secure, posting No Trespassing, Vehicles or Dumping signs. The abatement was completed by Hicks Unique Building and Construction on December 2, 2008 at a cost of $1,000.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all high/dry dead vegetation	$250.00
Remove all trash and debris – to include paper, plastic, furniture, buckets, appliances, cinder block and cardboard etc	$250.00
Board all openings to CLV specifications (ensure that all windows and doors are secure)	$400.00
Post No Trespassing , No Vehicles, No Dumping signs	$100.00
AMOUNT DUE:	$1,000.00
Administrative Processing Fee:	$150.00
Sub-Total:	$1,150.00
Reinspection Fees (w/late fees):	0
Civil Penalties:	0
Boarded Building Certificate	0
Payment:	**0**
TOTAL AMOUNT DUE:	**$1,150.00**
Daily Civil Penalties – 125 days @ $500 a day (excluding civil penalty fees already assessed) July 31, 2008 to December 2, 2008	**$62,350.00**
MAXIMUM TOTAL:	**$63,500.00**
OWNER OF RECORD:	BANK DEUTSCHE NATIONAL TR CO TRS
	C/O REO DEPT
PROPERTY ABATED:	4701 Alpine Pl
ASSESSOR PARCEL:	139-31-410-153
LEGAL DESCRIPTION:	HYDE PARK #3
	PLAT BOOK 3 PAGE 99
	LOT 363 BLOCK 17

DSS:jl

Hicks Unique Building & Construction
1400 Balzar Avenue
Las Vegas, NV 89106

Disclosure of Principals

The principals and partners of *Hicks Unique Building & Construction* and all persons and entities holding more than 1% interest in *Hicks Unique Building & Construction* or any principal of *Hicks Unique Building & Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Timothy James Hicks	2027 Hot Wells	(702) 685-2761
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Hicks Unique Building & Construction

By: _____

State of Nevada)
) ss:
County of Clark)

Subscribed and sworn to before me, a Notary Public,
on this 11th day of June, 2008.

GWENDOLYN WALKER
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 02-28-2010
Certificate No: 07-1410-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 6, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 6, 2009,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **4701 ALPINE PLACE.** The Director of Neighborhood Services certifies that the sum of **$1,150.00** was expended and Civil Penalties in the sum of **$62,350.00** may be imposed for a total of **$63,500.00** and possibly continue until correction. Owner of record at time of abatement: **BANK DEUTSCHE NATIONAL TR CO TRS - WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 67576 ABANDB **02422-91**

Address: **4701 ALPINE PL**

CLV
DBPROJ

VACANT HOUSE OPEN AND ACCESSIBLE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13931410153	0.16 ACRE	HYDE PARK #3

Owner Information:

10-Aug-02	17-Feb-05	MENDEZ DUANE A & LEAH 4701 ALPINE PL; LAS VEGAS, NV 89107-4216
17-Feb-05	22-Jun-06	ROBERTS GLORIA R 4701 ALPINE PL; LAS VEGAS, NV 89107-4216
22-Jun-06	17-Jul-08	VELAZQUEZ ANTONIO O 4701 ALPINE PL; LAS VEGAS, NV 89107-4216
17-Jul-08	24-Jul-08	BANK DEUTSCHE NATL TR CO TRS P O BOX 11000; SANTA ANA, CA 92711
24-Jul-08	31-Jul-08	BANK DEUTSCHE NATL TR CO TRS P O BOX 11000; SANTA ANA, CA 92711-1000
31-Jul-08		BANK DEUTSCHE NATIONAL TR CO TRS P O BOX 11000; SANTA ANA, CA 92711-1000

Inspection Summary

Inspector:	*Status:*		*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
982400	Failed		7/15/2008	07/03/2008 10:40	07/03/2008 10:47	7
982400	Failed		8/5/2008	08/06/2008 13:00	08/06/2008 13:10	10
970581	Passed	Partial	9/15/2008	09/15/2008 13:50	09/15/2008 13:55	5
982400	Failed		9/23/2008	10/14/2008 14:48	10/14/2008 14:52	4
982400	Passed		12/19/2008	12/22/2008 10:00	12/22/2008 11:00	60
					Time in Minutes:	86

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	7/3/2008	12/22/2008	REMOVE ALL REFUSE AND WASTE TO INCLUDE CARDBOARD,BOXES,TO
A-MITIGATION	7/3/2008	12/22/2008	SUBMIT DETAILED MITIGATION PLAN
A-INTENT LTR	7/3/2008	12/22/2008	SUBMIT STATEMENT OF INTENT
A-BRDG CERT	7/3/2008	12/22/2008	IF REQUIRED, SUBMIT BOARDING CERTIFICATE AND ALL ASSOCIATED F
A-BLD DNGR	7/3/2008	12/22/2008	SECURE ALL OPENINGS TO CLV SPECIFICATIONS OR REPAIR ALL DOOR
A-WEEDS	7/3/2008	12/22/2008	REMOVE ALL HIGH,DRY AND DEAD VEGETATION TO INCLUDE ALL DEAD

Log

CASENO 67576 ABANDB 02422-91

Type:	Date:	Employee:	Min:
MEET	4/15/2009 3:42:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on May 6, 2009			
LETTER	4/15/2009 3:41:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail.			
DIRECT	1/9/2009 8:45:00 AM	PAMELA HINES	5
24)REVIEWED & REFERRED CASE FILE TO JESS TO PREPARE FOR CC AGENDA.			
MISC	12/31/2008 3:55:00 PM	LIDIA MCKENZIE	0
LM) RECEIVED E-MAIL FROM FINANCE RE: INVOICE ON HOLD; SPOKE TO #16 RE: STATUS ON SCOPE OF WORK AS THERE WERE SOME ISSUES WITH COMPLETION, PER #16 ALL COMPLETED - OK TO PAY. SUBMITTED FOR PYMT TO HICKS FOR $1,000. RECEIPT #243032.			
MEMO	12/29/2008 7:04:00 AM	LYNN NIHIPALI	0
16)HAS NOT GONE TO COUNCIL, DO NOT RELEASE NOTICE,ADD RRT INVOICE, CLOSE CASE.			
VIDPST	12/22/2008 10:30:00 AM	LYNN NIHIPALI	5
16)POST ABATEMENT VIDEO COMPLETED. CONTINUE WITH PROCESS			
MEMO	12/22/2008 10:00:00 AM	LYNN NIHIPALI	15
16)MET ON SITE WITH RRT ANGELO,PAINTER TO REMOVE GRAFFITI FROM REAR YARD,WAS DONE AFTER CONTRACTOR ABATEMENT.			
MISC	12/18/2008 9:26:00 AM	LIDIA MCKENZIE	0
LM) RECEIVED INVOICE FROM HICKS - SENT E-MAIL TO #16 RE: STATUS AND REQUESTING CONTACT W/HICKS TO FIND OUT IF PROJECT FINALLY COMPLETED.			
VIDPST	12/9/2008 11:40:00 AM	LYNN NIHIPALI	5
16)POST VIDEO DONE, BLOCK HAS NOT BEEN REMOVED, DOORS NOT TOENAILED, GRAFFITI NOT REMOVED. CONTACTED HICKS TO PROPERLY ABATE PROPERTY. WILL AWAIT CALL FOR POST VIDEO AGAIN.			
BIDA	11/24/2008 5:04:00 PM	LIDIA MCKENZIE	0
lm) Devin approved requisition. Sent award letter to Hicks Unique Bldg Const., for $1,000. Awaiting start date.			
MISC	11/20/2008 1:20:00 PM	LIDIA MCKENZIE	0
lm) Entered into Oracle; submitted e-mail to Devin for approval of requisition (#143255)			
DIRECT	11/14/2008 9:11:00 AM	PAMELA HINES	10
24/16)DEP DIR MORRIS APPORVED BID AMT OF $1000 FOR BOARD/CLEAN TO HICKS. FILE TO LIDIA FOR AWARD OF BID.			
MISC	11/14/2008 8:30:00 AM	LYNN NIHIPALI	5
16)this went through bid review. check for status on 11/26			
INSP	10/14/2008 2:48:00 PM	LYNN NIHIPALI	4
16)STILL HAS TRASH AND DEBRIS IN YARD,DRIVEWAY AREA,STORAGE DOORS OPEN, REAR DOOR OPEN AND ACCESSIBLE, HIGH WEEDS,PIX, FAIL, FEE, CONTINUE WITH ABATEMENT.			
MISC	9/15/2008 3:09:00 PM	LIDIA MCKENZIE	0
LM) GRN CARD-RETURN RECEIPT ADDRESSED TO BANK DEUTSCHED NTL TRS CO; RECEIVED			
NTCABT	9/15/2008 1:50:00 PM	ROBERT KAEMPFER	5
26) Posted 10 day N&O on front security door, took pixs, cb 9-23			
BIDR	9/8/2008 9:59:00 AM	LIDIA MCKENZIE	0
received bids from HICKS UNIQUE BLDG. ($1,000); LEVELEX, INC. ($2,965)			
BIDR	9/4/2008 4:26:00 PM	LIDIA MCKENZIE	0
BID RECEIVED FROM DISASTER KLEEN-UP ($2,722)			
BIDS	9/3/2008 4:08:00 PM	LIDIA MCKENZIE	0
sent bids out to contractors; due 9/8/08			
INSP	8/6/2008 12:40:00 PM	LYNN NIHIPALI	5
16)TRASH AND DEBRIS UNDER CARPORT ON EAST SIDE, STORAGE AREAS UNDER CARPORT STILL ACCESSIBLE, SOME T/D IN REAR YARD, BLOCK ON WEST SIDE, APPLIANCES IN REAR,CONSTRUCTION MATERIALS, ETC, DEAD BUSHES, PROCEED WITH ABATEMENT.			
MISC	7/28/2008 3:53:00 PM	LIDIA MCKENZIE	0
CERT/RET/RECP GRN CARD RECEIVED FM BANK DEUTSCHE NTL TR CO.			

CASENO 67576 ABANDB **02422-91**

RECORD	7/24/2008 2:26:00 PM	JESSICA LARRAMENDY	0
JL) Recorded N&O Regarding Vacant or Abandonded Dangerous Building at Clark County. Recorded in Book: 20080724 Inst: 03491			
NOPOST	7/23/2008 2:54:00 PM	LYNN NIHIPALI	2
16)POSTED ON WALL NEXT TO FRONT DOOR, TRASH AND DEBRIS HAS BEEN MOVED NEATLY TO THE EAST SIDE OF THE CARPORT/DRIVEWAY, CB 8/5			
DBPROJ	7/21/2008 1:47:00 PM	LIDIA MCKENZIE	0
NOREQ	7/15/2008 8:40:00 AM	LYNN NIHIPALI	0
16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW. CHECK BACK 7/25			
PHONE	7/15/2008 8:39:00 AM	LYNN NIHIPALI	-15
16)SPOKE TO ALEIDA DOLL, 949-521-6766, SHE STATED THAT THEY SHOW OWNER IS STILL THERE,LET HER KNOW THEY ARE GONE,SHE GAVE ME FAX NUMBER OF 949-209-5664 TO FAX COPY OF NOTICE, WILL LET LOCAL REP KNOW TO CHECK PROPERTY.			
PHONE	7/15/2008 8:27:00 AM	LYNN NIHIPALI	-3
16)SPOKE TO NANCY AT CITI RESIDENTIAL,800-430-5262STATED THEY HAVE A PROPERTY PRESERVATION SHE WILL TRY TO FIND WHO IS HANDLING THAT PROPERTY.GAVE ME NAME OF ALEIDA DOLL AT 949-521-6766			
PHONE	7/15/2008 8:22:00 AM	LYNN NIHIPALI	2
16)SPOKE TO SARA AT DEUTSCHE BANK, AT 714-247-6000,STATED THAT PROPERTY IN HANDS OF CITI RESIDENTIAL AT 800-430-5262 OR 909-484-2952 AND SHE SUGGESTED I ASK FOR THE LEGAL DEPT, GAVE ME LOAN # 97773071			
RESEAR	7/14/2008 8:25:00 AM	LYNN NIHIPALI	10
16)PULLED INFORMATION FROM ASSESSOR,RECORDER,INTERNET FOR PHONE NUMBERS,ETC.			
RESEAR	7/14/2008 8:00:00 AM	LYNN NIHIPALI	10
16)RESEARCHED PHONE NUMBERS, ASSESSOR,RECORDER, INTERNET FOR PHONE NUMBERS.			
DIRECT	7/11/2008 9:08:00 AM	PAMELA HINES	6
24)ORIGINAL CODENF CASE # 66951 STILL OPEN. THIS CASE WAS UNASSSIGNED W/ORIGNINAL INSP DATE OF 7/11 WHICH I CHANGED TO 7/15, SAME AS THE C/B DATE OF 66951 SO #16 CAN DECIDE WHICH ONE TO CLOSE AND WHICH TO KEEP OPEN. THANKS.			
INSP	7/3/2008 10:40:00 AM	LYNN NIHIPALI	7
16)I HAVE BEEN OUT TO THIS HOUSE BEFORE I BELIEVE FOR A VEHICLE ON YARD,HOUSE IS ACCESSIBLE AT REAR DOOR,NEITHER SECURITY DOOR NO EXTERIOR DOOR CAN BE LOCKED,TRASH AND DEBRIS,MOSTLY TOOLS, WOOD, CONSTRUCTION DEBRIS, ETC, WILL PREPARE NOTICE CB 7/8			
		Time in minutes:	78

APN 139-31-410-153

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK DEUTSCHE NATIONAL TR CO TR**
C/O REO DEPT
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-31-410-153**
Commonly known as:	**4701 Alpine Pl**
Legal Description:	**HYDE PARK #3**
	PLAT BOOK 3 PAGE 99
	LOT 363 BLOCK 17

On **December 2, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$1,150** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$62,350** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$63,500** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 6, 2009** ordered the above charges in the amount of **$63,500**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 67576**

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 2200 West Washington Avenue in the amount of $3,199.35 (General Fund) and assess a maximum of $37,050 in daily civil penalties. PROPERTY OWNER: A C A B ENTERPRISES INC – C/O C. BANKSTON - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,199.35
Funding Source: General Fund
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired W.A. Construction. To date, there have been four (4) inspections conducted at this location. The value of the property based on the sale date of April 2000 was $84,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,649 for work completed by W.A. Construction, LLC in addition to other fees assessed for a total of $3,199.35 and consider assessing a maximum of $37,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

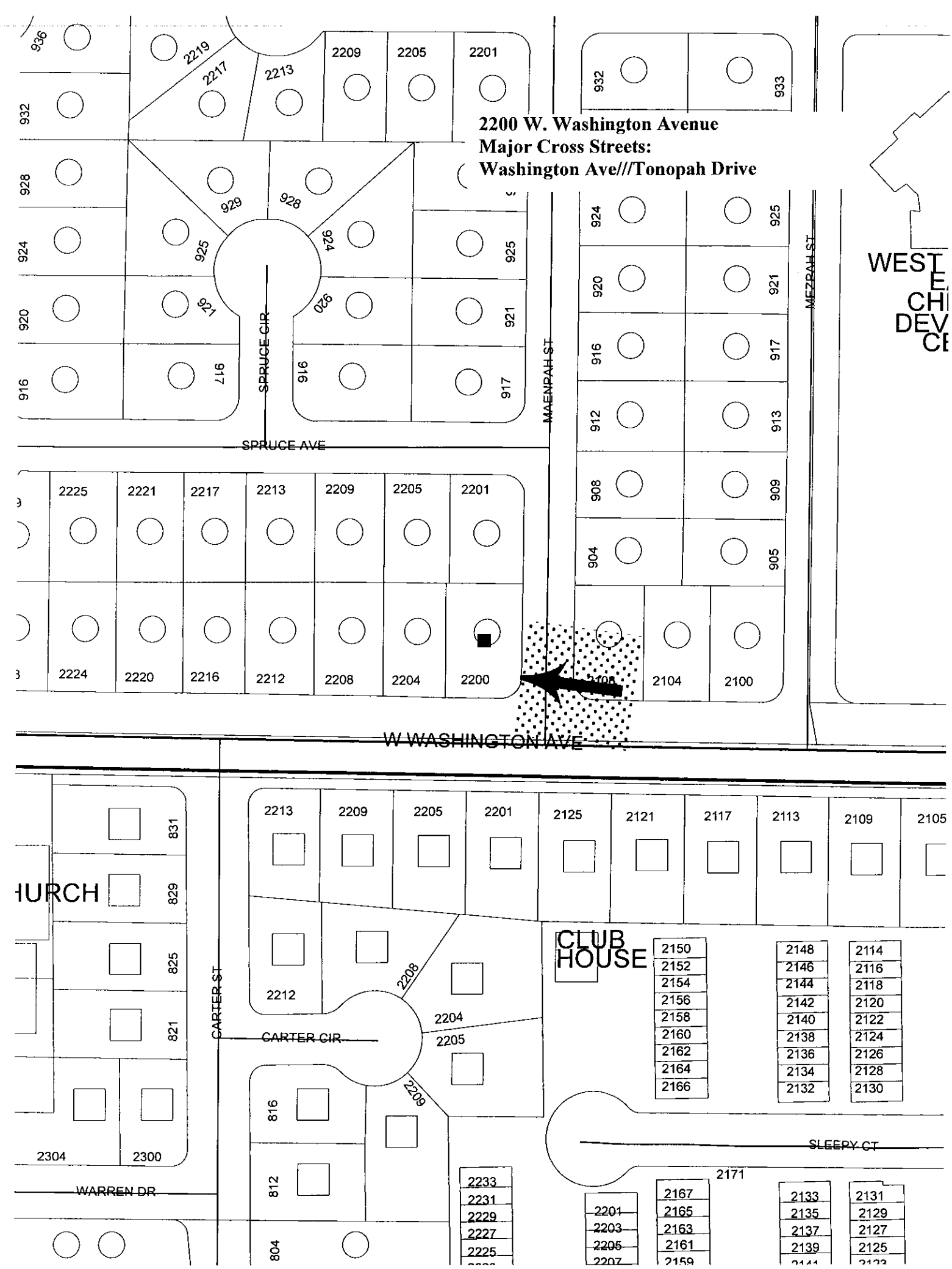
AGENDA MEMO

CITY COUNCIL MEETING DATE: May 6, 2009
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of vacant or abandoned dangerous building located at 2200 W. Washington Avenue in the amount of $3,199.35 (General Fund) and assess a maximum of $37,050 in daily civil penalties. PROPERTY OWNER: A C A B ENTERPRISES INC - C/O C. BANKSTON – Ward 5 (Barlow)

W.A. Construction, LLC completed work on December 11, 2008 at a cost of $1,649; $325 boarded building certificate fee; $528 inspection fees (w/late fees); $450 in daily civil penalties; plus a 15% administrative fee, for a total of $3,199.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Vacant or Abandoned Building and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.


2200 W. Washington Avenue
Major Cross Streets:
Washington Ave///Tonopah Drive
936
932
928
924
920
916
2219
2217
2213
2209
2205
2201
929
928
925
924
921
920
917
916
SPRUCE CIR
SPRUCE AVE
MAENPAH ST
MEZRAH ST
933
925
921
917
913
909
905
WEST
CH
DEV
CE
2225
2221
2217
2213
2209
2205
2201
2224
2220
2216
2212
2208
2204
2200
2108
2104
2100
W WASHINGTON AVE
831
829
825
821
2304
2300
WARREN DR
CARTER ST
CARTER CIR
2213
2209
2205
2201
2125
2121
2117
2113
2109
2105
2212
2208
2204
2205
2209
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812
804
CLUB
HOUSE
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SLEEPY CT
2171
2233
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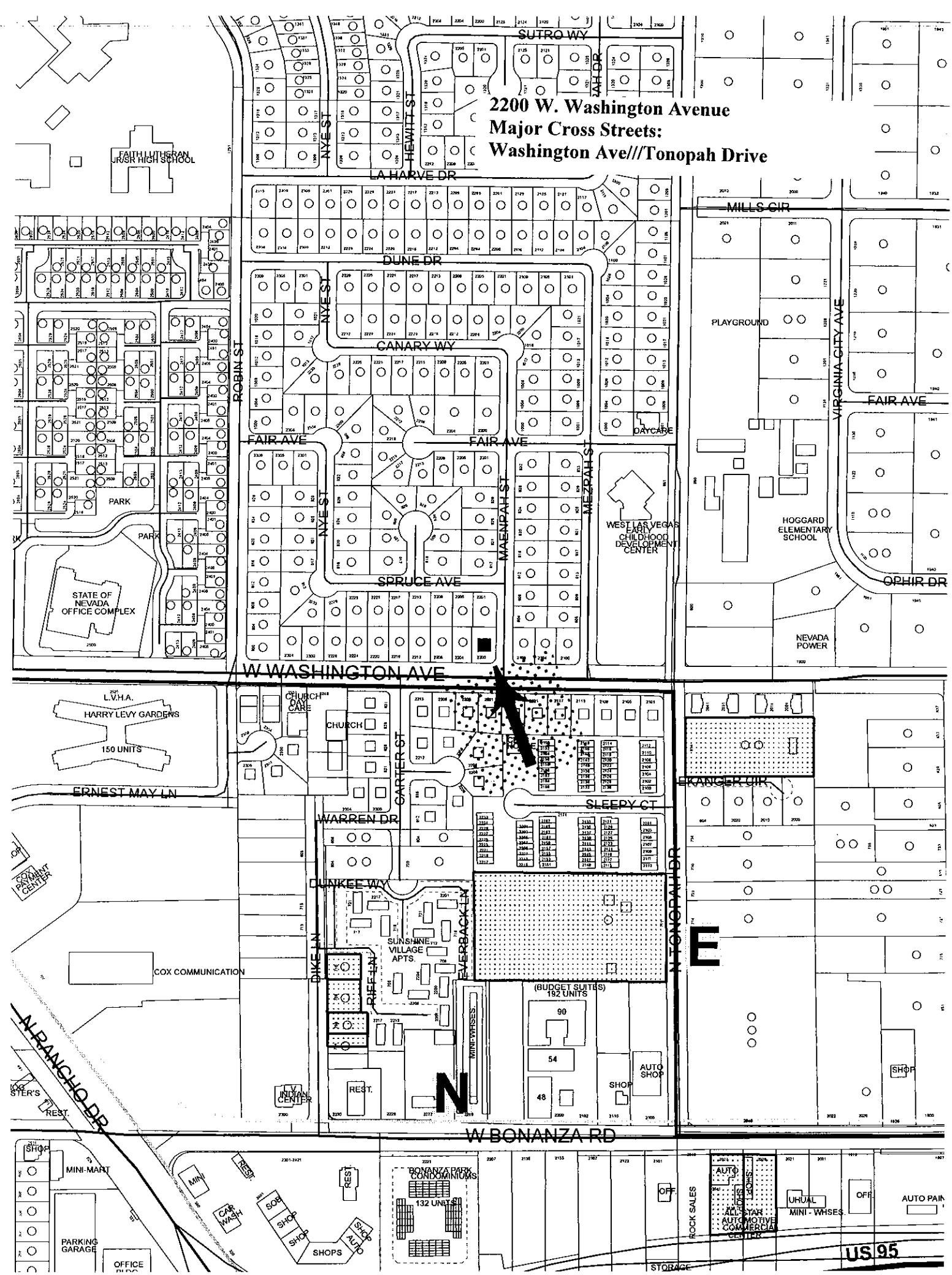

2200 W. Washington Avenue
Major Cross Streets:
Washington Ave///Tonopah Drive
SUTRO WY
HEWITT ST
NYE ST
LA HARVE DR
MILLS CIR
DUNE DR
CANARY WY
ROBIN ST
FAIR AVE
MEZRAH ST
MAENPAH ST
SPRUCE AVE
PLAYGROUND
VIRGINIA CITY AVE
DAYCARE
WEST LAS VEGAS EARLY CHILDHOOD DEVELOPMENT CENTER
HOGGARD ELEMENTARY SCHOOL
ORPHIR DR
NEVADA POWER
PARK
STATE OF NEVADA OFFICE COMPLEX
W WASHINGTON AVE
L.V.H.A.
HARRY LEVY GARDENS
150 UNITS
CHURCH DAY CARE
CHURCH
CARTER ST
ERNEST MAY LN
WARREN DR
SLEEPY CT
RANGER CIR
DUNKEE WY
EVERBACK LN
BIKE LN
RIFF LN
SUNSHINE VILLAGE APTS.
COX COMMUNICATION
COX PAYMENT CENTER
MINI-WHSES.
(BUDGET SUITES) 192 UNITS
90
54
48
AUTO SHOP
SHOP
REST.
L.V. INDIAN CENTER
N RANCHO DR
W BONANZA RD
MINI-MART
CAR WASH
SHOPS
BONANZA PARK CONDOMINIUMS
132 UNITS
ROCK SALES
ALL-STAR AUTOMOTIVE COMMERCIAL CENTER
MINI - WHSES.
AUTO PAIN
PARKING GARAGE
OFFICE
STORAGE
US 95
E
N

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, CMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2009

Re: Report of Expenses for the abatement of Vacant or Abandoned Dangerous Building at 2200 W. Washington Avenue - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Vacant or Abandoned Building," the Department of Neighborhood Services caused the above-referenced property to be corrected by removing all refuse, waste, trimming, cutting and removing all weeds, turf grass exceeding 8 inches in height in all yards to include dead bushes and trees, boarding and securing to City of Las Vegas specifications (must be painted the same color as the structure), and posting No Trespassing, Vehicles or Dumping signs. The abatement was completed by W.A. Construction, LLC on December 11, 2008 at a cost of $1,649.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Board/secure to City of Las Vegas specifications	$1,000.00
Remove refuse and waste (including clothing, paper, plastic, toys, furniture, wood, household items etc)	$400.00
Trim, cut, remove all weeds/turf grass exceeding 8 inches in height in all yards (to include dead bushes and trees)	$200.00
Post No Trespassing , No Vehicles, No Dumping signs	$49.00
AMOUNT DUE:	$1,649.00
Administrative Processing Fee:	247.35
Sub-Total:	$1,896.35
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
Boarded Building Certificate	$325.00
Payment:	**0**
TOTAL AMOUNT DUE:	**$3,199.35**
Daily Civil Penalties – 75 days @ $500 a day (excluding civil penalty fees already assessed) September 28, 2008 to December 11, 2008	**$37,050.00**
MAXIMUM TOTAL:	**$40,249.35**
OWNER OF RECORD:	A C A B ENTERPRISES INC – C/O C BANKSTON
PROPERTY ABATED:	2200 W. Washington Avenue
ASSESSOR PARCEL:	139-29-611-087
LEGAL DESCRIPTION:	TWIN LAKES VILLAGE UNIT 6
	PLAT BOOK 5 PAGE 11
	LOT 10 BLOCK 5

DSS:jl

W A Construction, LLC
2505 Anthem Village Drive, Suite E-532
Henderson, NV 89052

Disclosure of Principals

The principals and partners of *W A Construction, LLC* and all persons and entities holding more than 1% interest in *W A Construction, LLC* or any principal of *W A Construction, LLC* are the following:

	Full Name	Business Address	Business Phone
100% → 1.	CHRISTOPHER HARRISON	2505 Anthem Village Dr #E532 Henderson, NV 89052	702-858-7860
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

W A Construction, LLC

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this ___ day of 3/27, 2008.

_____
Notary Public in and for Clark County,
State of Nevada

NOTARY PUBLIC
County of Clark-State of Nevada
ALISA BRILMAN
No. 04-87553-1
My Appointment Expires March 31, 2008

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 6, 2009

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, MAY 6, 2009,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **2200 W. WASHINGTON AVENUE.** The Director of Neighborhood Services certifies that the sum of **$3,199.35** was expended and Civil Penalties in the sum of **$37,050.00** may be imposed for a total of **$40,249.35** and possibly continue until correction. Owner of record at time of abatement: **A C A B ENTERPRISES INC-C/O C BANKSTON – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

CASENO 68577 ABANDB **02323-59**

Address: **2200 W WASHINGTON AVE**

CLV
DB PROJ

VACANT SFR, OPEN AND ACCESSIBLE

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13929611087	0.18 ACRE	TWIN LAKES VILLAGE UNIT 6

Owner Information:

10-Aug-02	30-Oct-02	BANKSTON CASSANDRA 2200 W WASHINGTON AVE; LAS VEGAS, NV 89106-3619
30-Oct-02	09-Feb-06	BANKSTON CASSANDRA P O BOX 363565; NO LAS VEGAS, NV 89036-7565
09-Feb-06	27-Jul-06	BANKSTON CASSANDRA P O BOX 34121; LAS VEGAS, NV 89133-4121
27-Jul-06	17-May-07	A C A B ENTERPRISES INC % C BANKSTON P O BOX 34141; LAS VEGAS, NV 89133-4141
21-Dec-06	04-Jan-07	A C A B ENTERPRISES INC 2200 W WASHINGTON AVE; LAS VEGAS, NV 89106
04-Jan-07	17-May-07	A C A B ENTERPRISES INC % C BANKSTON P O BOX 34141; LAS VEGAS, NV 89133-4141
17-May-07		A C A B ENTERPRISES INC % C BANKSTON P O BOX 34121; LAS VEGAS, NV 89133-4121

Inspection Summary

Inspector:	*Status:*	*Scheduled DT:*	*Start Dt:*	*Comp DT:*	*Min:*
960066	Failed	8/12/2008	07/24/2008 9:00	07/24/2008 9:20	20
890246	Failed	9/19/2008	09/24/2008 12:26	09/24/2008 12:28	2
982400	Failed	10/5/2008	10/08/2008 14:14	10/08/2008 14:18	4
982400	Failed	11/4/2008	11/05/2008 12:02	11/05/2008 12:07	5
982400	No Action	5/7/2009			
				Time in Minutes:	31

Violation Details

Violation	*Violation DT:*	*Resolve DT:*	*Location:*
A-REFUSE/WST	7/24/2008		REMOVE ALL REFUSE AND WASTE TO INCLUDE CLOTHING,PAPER,PLAS
A-MITIGATION	7/24/2008		SUBMIT DETAILED MITIGATION PLAN
A-INTENT LTR	7/24/2008		SUBMIT STATEMENT OF INTENT
A-BRDG CERT	7/24/2008		IF APPLICABLE, SUBMIT BOARDING CERTIFICATE AND ALL ASSOCIATED
A-BRDG CERT	7/24/2008		SUBMIT BAORDING CERTIFICATE AND ALL ASSOCIATED FEES.
A-BLD DNGR	7/24/2008		BOARD ALL OPENINGS TO CLV SPECS OR REPAIR ALL DOORS AND WIN

CASENO 68577 ABANDB **02323-59**

A-WEEDS 7/24/2008 REMOVE ALL HIGH DRY AND DEAD VEGETATION TO INCLUDE ANY AND

Log

Type:	*Date:*	*Employee:*	*Min:*
MEET	4/15/2009 4:09:00 PM	JESSICA LARRAMENDY	0
JL) Scheduled to go before Council on May 6, 2009			
LETTER	4/15/2009 4:08:00 PM	JESSICA LARRAMENDY	0
JL) Report of expense ltr and memo mailed to property owner both certified and regular mail.			
MISC	12/18/2008 9:26:00 AM	ELIZABETH DOUGLAS	0
SCANNED AND PLACED N&O RECORDED 9/25/08 IN FILE. ED.			
MISC	12/12/2008 1:29:00 PM	LAURA DEARMOND	0
Ld) $1,649 PAID TO W A CONSTRUCTION			
VIDPST	12/11/2008 2:31:00 PM	LYNN NIHIPALI	4
16)ALL BOARDED TO SPECS, YARDS CLEAN, BOARDING CHECKS HAVE BEEN ADDED, CONTINUE WITH COUNCIL			
VIDREQ	12/9/2008 1:52:00 PM	LAURA DEARMOND	0
Ld) PER CHRIS ABATEMENT COMPLETED, SENT VIDEO REQUEST TO #16			
VIDREQ	12/4/2008 9:30:00 AM	LAURA DEARMOND	0
Ld) SENT VIDEO REQUEST EMAIL TO #16			
BIDA	12/4/2008 9:24:00 AM	LAURA DEARMOND	0
Ld) BID AWARDED TO W A CONSTRUCTION			
MISC	11/25/2008 10:32:00 AM	LAURA DEARMOND	0
Ld) Requisition #143449 $1,649 W A Construction in Oracle needs approval from Devin			
LETTER	11/21/2008 3:26:00 PM	LAURA DEARMOND	0
Ld) CERTIFIED LETTER TO OWNER ACAB Enterprises Inc c/o C. Bankston P O Box 34121 Las Vegas, NV 89133-4121 RETURNED UNCLAIMED UNABLE TO FORWARD			
DIRECT	11/14/2008 9:19:00 AM	PAMELA HINES	10
24/16)DEP DIR MORRIS APPROVED BID AMT OF $1649 FOR BOARD/CLEAN TO W.A.CONST. FILE TO LAURA FOR AWARD.			
PHONE	11/6/2008 1:42:00 PM	ELIZABETH DOUGLAS	0
CASSANDRA BANKSTON (604-5352) RECEIVED A COPY OF THE N&O. SHE AND HER HUSBAND ARE NO LONGER OWNERS OF THIS PROPERTY, IT IS IN FORECLOSURE STATUS. ED			
PHONE	11/6/2008 1:40:00 PM	JESSICA LARRAMENDY	0
JL) Rec'd phone call from previous owner, property is in foreclosure and she is still getting mail.			
INSP	11/5/2008 12:02:00 PM	LYNN NIHIPALI	5
16)NOTHING HAS BEEN DONE, HIGH WEEDS, TRASH ALL OVER ALL YARDS, WINDOWS BROKE, ETC, PROCEED WITH ABATEMENT PIX, FAIL FEE CB 11/21			
NOPOST	10/21/2008 1:00:00 PM	ANTHONY GUARINO	5
21)property in same condition as previous inspection:open/accessible,debris in all yards,high grass,dead veg,fence deterioreated.			
MISC	10/20/2008 3:25:00 PM	LAURA DEARMOND	0
Ld) SENT 10 DAY NOTICE BEFORE ABATEMENT TO OWNER ACAB Enterprises Inc c/o C. Bankston P O Box 34121 Las Vegas, NV 89133-4121			
BIDR	10/20/2008 3:23:00 PM	LAURA DEARMOND	0
Ld) RECEIVED BIDS (1) W A CONSTRUCTION $1,649 (2) LEVELEX $1,914 (3) WEAVER CONSTRUCTION $1,970 (4) 702 SERVICES $2,350			
BIDS	10/10/2008 8:49:00 AM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 10-17			
DIRECT	10/9/2008 3:00:00 PM		0
24) PLEASE OBTAIN BIDS FOR SECURE & CLEAN			

INSP	10/8/2008 2:14:00 PM	LYNN NIHIPALI	4

16)WINDOWS BROKEN IN FRONT,REAR,TRASH AND DEBRIS,FURNITURE,HOUSEHOLD ITEMS HIGH WEEDS, NEIGHBOR TO WEST SAID OWNER WAS AROUND,BUT DID NOTHING BUT MOVE STUFF INTO YARD, NO CONTACT, CONTINUE WITH ABATEMENT, PIX 3RD FAIL, 2ND FEE

RECORD	9/25/2008 1:40:00 PM	JESSICA LARRAMENDY	0

JL) Recorded N&O Regarding Vacant or Aband Dang Bldg dated September 22, 2008. Recorded in Book: 20080917 Inst: 03917

NOPOST	9/24/2008 12:26:00 PM	JOHNNA PEREYDA	2

22)POSTED N&O C/B 10-5

NOTICE	9/22/2008 2:56:00 PM	LIDIA MCKENZIE	0

LM) mailed n/o - cb 10-3

DBPROJ	9/18/2008 2:45:00 PM	LIDIA MCKENZIE	0
NOREQ	9/12/2008 9:45:00 AM	LYNN NIHIPALI	0

16)NOTICE AND ORDER PREPARED AND FORWARDED TO 24 FOR REVIEW.

PHONE	9/12/2008 9:42:00 AM	LYNN NIHIPALI	0

16)LEFT MESSAGE AT 649-5743 TO CONTACT ME CONCERNING THE PROPER CLEANING AND SECURING OF THIS PROPERTY

RESEAR	8/19/2008 11:24:00 AM	LYNN NIHIPALI	0

16)DOES NOT SHOW THAT IS UNDER FORECLOSURE,BUT THERE HAS BEEN A LOT OF DEED ACTIVITY ON RECORDER SITE. 26 HAS LEFT MESSAGES FOR OWNERS WHO HAVE NOT RESPONDED.

EMAIL	8/11/2008 9:00:00 AM	LYNN NIHIPALI	20

16)RECEIVED EMAIL FROM 21, WILL PREPARE NOTICE AND ORDER

INSP	7/24/2008 9:00:00 AM	ANTHONY GUARINO	20

21)INSPECTION DONE FOR 26, PIX FOR 16, OPEN AND ACCESSIBLE FROM WINDOWS, SLIDER AND SIDE DOOR. WILL REFER TO 16 FOR ABANDBLDG.

Time in minutes: **70**

APN 139-29-611-087

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **A C A B ENTERPRISES INC – c/o C. BANKSTON**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.:	**139-29-611-087**
Commonly known as:	**2200 W. Washington Avenue**
Legal Description:	**TWIN LAKES VILLAGE UNIT 6**
	PLAT BOOK 5 PAGE 11
	LOT 10 BLOCK 5

On **December 11, 2008** as provided in the Municipal Code, 16.31, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$3,199.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$37,050** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$40,249.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 6, 2009** ordered the above charges in the amount of **$40,249.35**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BEVERLY BRIDGES, CMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BEVERLY BRIDGES, CMC, City Clerk

Subscribed and sworn to before me this ____ day of May, 2009

NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO: CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE 400 STEWART AVENUE, LAS VEGAS, NV 89101 **Case # - 68577**

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing to consider a request for a waiver and/or reduction of civil penalties for the property located at 5041 North Cimarron Road in the amount of $70,550. PROPERTY OWNER: BANK WASHINGTON MUTUAL/JP MORGAN CHASE - Ward 4 (Steinman)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Neighborhood Services/Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Washington Mutual/JP Morgan Chase to consider a request for a waiver and/or reduction of civil penalty fees in the amount of $70,550 imposed on this parcel at the City Council Meeting on September 17, 2008. The case was generated on August 22, 2007 and was in violation of Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code. The property was abated on April 28, 2008 and a lien was recorded at Clark County recorder's office on October 2, 2008. Neighborhood Services received two letters one dated March 3, 2009 on behalf of Washington Mutual Bank/JP Morgan Chase and a second letter dated March 17, 2009 on behalf of REO Asset Services, LLC /1st Realty Group requesting the civil penalties be waived. On March 26, 2009, the Director of Neighborhood Services responded to both parties explaining procedure for this request and providing invoices as requested.

RECOMMENDATION:
No recommendation.

BACKUP DOCUMENTATION:
1. Request for Waiver and Reduction Application
2. Location Maps
3. Letter from Lender Processing Services dated March 3, 2009 on behalf of Washington Mutual
4. Letter from 1st Realty Group, Thomas Blanchard, Broker/Owner of REO Asset Services dated March 17, 2009
5. Response Letter from Stephen K. Harsin to both parties, dated March 26, 2009
6. Hearing Notification Letter

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 4/8/09

Location and/or address of subject property:

Nearest major intersection: N. Durango & W. Lone Mountain

Street Address: 504 N. CIMARRON RD.

Parcel Number: 125-33-705-001

Applicant's Address/Contact Information:
Name: THOMAS BLANCHARD
(please check the following the applies)
☐ Owner ☐ Purchaser ☑ Agent ☐ Other *(explain)*
Street Address/PO Box: 4955 S. DURANGO BLVD SUITE D
City: LAS VEGAS State: NV Zip Code: 89113
Phone No: 702.456.7376 E-mail: thomasblanchard@msn.com Fax No: 702.451.7376

Property Owner's Address/Contact Information: (if different from applicant):
Name: WASHINGTON MUTUAL / JP MORGAN CHASE
Street Address/PO Box: 7255 BAYMEADOWS CO
City: JACKSONVILLE State: FL Zip Code: 32256
Phone No: 214 492 4931 E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 99,313.50

Amount requested to be considered for waiving and/or reduced? $ 70,550.00

Signature: _____ Date: 4/10/09

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

We request the waiver of fines in the amount of $70,550.00. We are not suggesting nor would we consider it to be a win-win situation to have all of the fees & fines waived. We agree that the city should be reimbursed for their abatement costs along with interest on those funds spent with the non hard costs, non compliance fines and such, being waived.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

All notices received after Washington Mutual/JP Morgan took possession have been remedied.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

None noted at this time.



Jon York
Property Preservation Technician LPS
Asset Management Solutions, Inc.
Telephone: 303.439.3702
e-mail: jon.york@lpsvcs.com

April 9, 2009

City of Las Vegas/Neighborhood services
400 Stewart Ave. – 2nd flr.
Las Vegas, NV 89101

Attn: Stephen Harsin

The letter is regarding the property located at: 5041 N Cimarron Rd

To Whom It May Concern:

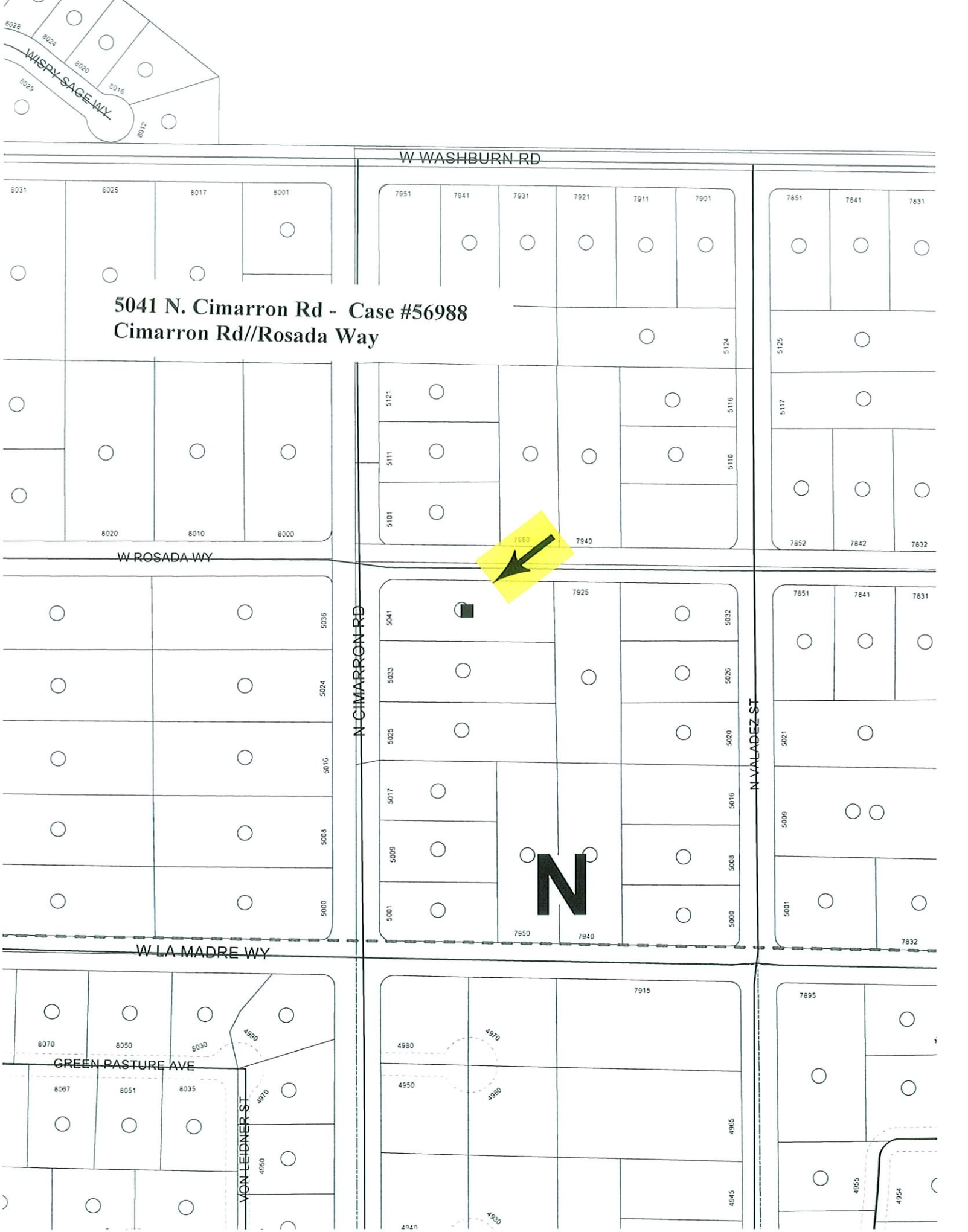
We are requesting reduction of the fines imposed on this property in the amount of $70.550.00. The previous owner, Gary Beseau, was responsible for the accumulation of fines and lack of maintenance on this property. The City of Las Vegas had to perform nuisance abatement to correct the problems on 4/28/08. This property has been recently foreclosed and Mr. Beseau is no longer the responsible party of this property.

Since ownership of the property the bank has performed various repairs and maintenance on the property in timely fashion and in good faith in maintaining a safe property. We have been working diligently with the code officer to ensure we are in compliance since taking ownership. We respectfully request removing the $70,550.00 in civil penalties assessed.

I appreciate your time and consideration in this matter. I look forward to hearing from you.

Sincerely,

Jon York
Code Violations Technician
Property Preservation Department
LPS Asset Management Solutions, Inc.
10385 Westmoor Drive, Suite 100
Westminster, CO 80021
P: 303.439.3702
F: 303.439.3500
Email: jon.york@lpsvcs.com (best way to reach me)


5041 N. Cimarron Rd - Case #56988
Cimarron Rd//Rosada Way
W WASHBURN RD
W ROSADA WY
W LA MADRE WY
N CIMARRON RD
N VALADEZ ST
GREEN PASTURE AVE
VON LEIDNER ST
WISPY SAGE WY
N


5041 N. Cimarron Rd - Case #56988
Cimarron Rd//Rosada Way
5124
5125
5111
5101
8000
7960
7940
W ROSADA WY
7925
N CIMARRON RD
5036
5024
5016
5008
5000
5041
5033
5025
5017
5009
5001
N

LENDER PROCESSING SERVICES

Jon York
Property Preservation Technician LPS
Asset Management Solutions, Inc.
Telephone: 303.439.3702
e-mail: jon.york@lpsvcs.com

April 9, 2009

City of Las Vegas/Neighborhood services
400 Stewart Ave. – 2nd flr.
Las Vegas, NV 89101

Attn: Stephen Harsin

The letter is regarding the property located at: 5041 N Cimarron Rd

To Whom It May Concern:

We are requesting reduction of the fines imposed on this property in the amount of $70,550.00. The previous owner, Gary Beseau, was responsible for the accumulation of fines and lack of maintenance on this property. The City of Las Vegas had to perform nuisance abatement to correct the problems on 4/28/08. This property has been recently foreclosed and Mr. Beseau is no longer the responsible party of this property.

Since ownership of the property the bank has performed various repairs and maintenance on the property in timely fashion and in good faith in maintaining a safe property. We have been working diligently with the code officer to ensure we are in compliance since taking ownership. We respectfully request removing the $70,550.00 in civil penalties assessed.

I appreciate your time and consideration in this matter. I look forward to hearing from you.

Sincerely,

Jon York
Code Violations Technician
Property Preservation Department
LPS Asset Management Solutions, Inc.
10385 Westmoor Drive, Suite 100
Westminster, CO 80021
P: 303.439.3702
F: 303.439.3500
Email: jon.york@lpsvcs.com (best way to reach me)

1st Realty Group

Office Location
4955 S. Durango Blvd., Suite 120
Las Vegas, NV 89113
(702) 456-REPO (7376) Office (702) 451-REPO (7376) Fax

REO Asset Services

March 17 2009

City of Las Vegas
City Hall, Tenth Floor
400 Stewart Ave.
Las Vegas, NV 89101

Atn: Councilman David W. Steinman, Ward 4

RE: 5041 Cimarron Rd. apn#125-33-705-001

To Councilman Steinman:

Allow me to introduce myself; I am Thomas Blanchard, Broker/Owner of REO Asset Services-1st Realty Group. I am the current Listing Agent for the above referenced property and have been tasked by my client LPS, the Asset Management Company representing Washington Mutual, the current owner of the property via foreclosure.

I have been made aware that the City of Las Vegas was forced to do some abatement on the property after a prolonged period of non-compliance by the previous owner Gary Beseau, as noted in the record by a recorded City Order Notice dated 11/30/2007 and 12/07/2007. A final Lien was recorded on the property 10/02/2008, just 18 or so days after the recorded Trustee Deed on 09/15/2008, transferring the property to Washington Mutual.

My intention in writing this letter is to propose that we can find some amenable solution to the current Lien amount, which carries a significant amount of violation fines. I am in no way suggesting nor would I consider it to be a win-win situation to have all of the fees and fines waived. I am of the mindset that the City be reimbursed for their abatement costs along with interest on those funds spent with the non hard costs, non compliance fines and such, being waived.

I look forward to your response in this matter. Being able to finalize this Lien will clear the way for me to find a homeowner for this property and thus removing another potential eye sore from the area.

Regards,

Thomas Blanchard
Broker/Owner
REO Asset Services, LLC
1st Realty Group

March 26, 2009

Mr. Luis Villalobos, Code Violations Technician
Property Preservation Department
LPS Asset Management Solutions, Inc.
10385 Westmoor Drive, Ste 100
Westminster, CO 80021

Mr. Thomas Blanchard, Broker/Owner
REO Asset Services, LLC
4955 S. Durango Blvd., Suite 120
Las Vegas, NV 89113

RE: 5041 N. Cimarron Road

Dear Mr. Villalobos and Mr. Blanchard:

The Department of Neighborhood Services received two letters one dated March 03, 2009 on behalf of Washington Mutual Bank and a second letter dated March 17, 2009 on behalf of REO Asset Services, LLC / 1st Realty Group. In brief, the letter(s) requested the following:

- Civil penalties in the amount of $70,550 be waived, and
- Invoices related to fees assessed in the amount of $28,763.50.

For your convenience, enclosed are copies of the associated invoices related to fees assessed in the amount of $28,763.50. All checks and/or payments should be payable to the city of Las Vegas and can be submitted directly to the Finance Department. Please reference the property address when submitting payment.

With regards to the daily civil penalties, City Council approved assessing the property in the amount of $70,550.50 in daily civil penalties. These penalties are determined at the discretion of the Las Vegas City Council. Therefore, any request for relief in daily civil penalties must be considered and approved by the City Council during the public hearing portion of a Council meeting. As a result, enclosed is an application for you to complete and return. This information is required in order to schedule your case on the next available Council agenda. Subsequently, you will be required to make a formal presentation before the Council stating your case.

In preparation of your presentation, you can get an idea of what occurs at a Council meeting by visiting www.lasvegasnevada.gov, go to "I want to... watch" (part of the drop down menu); then click on "City Meetings," and you will be able to select "City Council agenda/summary" for any City Council meeting. Code abatement cases are the first items under Discussion/Action towards the beginning of the agenda. You may want to click on the September 17, 2008 City Council meeting (item #45), to view the City Council meeting that led to assessing $99,313.50 on the property located at 5041 N. Cimarron Road.

If you have additional question or comments, please contact my office at 229-2330.

Sincerely,

Stephen K. Harsin, AICP, Director
Neighborhood Services Department

Enclosures

cc: Councilman David W. Steinman (Interim), Ward 4
Devin Smith, Neighborhood Response Manager

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
DAVID W. STEINMAN, WARD 4
(INTERIM)

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN HARSIN, AICP

CITY OF LAS VEGAS
400 STEWART AVENUE
S VEGAS, NEVADA 89101

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
ww.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)

STEVE WOLFSON, WARD 2
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DAVID W. STEINMAN (INTERIM),
WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

April 21, 2009

Certified/Regular Mail
Return Receipt Requested

Bank Washington Mutual
7255 Baymeadows Way
Mail Stop JAXB2007
Jacksonville, FL 32256-6851

5041 N. Cimarron Road – Case 56988

Dear Property Owner:

At the City Council meeting held on September 17, 2008, Agenda Item #45 was approved for a lien in the amount of $99,313.50 (including daily civil penalties in the amount of $70,550). The hearing scheduled on May 6, 2009 will be a hearing to consider a request for a waiver and/or reduction of civil penalties.

Please be advised you will be required to make a formal presentation before City Council stating your case.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

CITY OF LAS VEGAS
400 STEWART AVENUE
SECOND FLOOR
LAS VEGAS, NEVADA 89101

VOICE 702.229.2330
TDD 702.302.3045
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action concerning the status of the 2009 legislative issues - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Staff will report on pending legislation of the 2009 Nevada State Legislature

RECOMMENDATION:
It is recommended that the City Council accept the report and direct staff if necessary

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the Second Amended And Restated Agreement To Design, Construct And Lease A Performing Arts Center by and among Las Vegas Performing Arts Center Foundation, a Nevada non-profit corporation, City Parkway V, Inc., a Nevada not-for-profit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada, for the site commonly known as Parcel H/I on Union Park, located north of the intersection of Bonneville Avenue and Grand Central Parkway - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This is the second amendment to the agreement with the Las Vegas Performing Arts Center Foundation (PAC). The amendment clarifies multiple items within this agreement. One item that is modified in this amendment is the fact that the city, not the PAC, will actually be building the facility through a Construction Manager At Risk (CMAR) contract. Additional changes include removing the small hall from the project and describing the new development plan for the small hall site.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Second Amended and Restated Agreement to Design, Construct and Lease a PAC
2. Amended and Restated Agreement to Design, Construct and Lease a PAC
3. Amended and Restated Agreement to Design, Construct and Lease a PAC, Exhibits G-H
4. Letter from Steven L. Anderson dated September 23, 2008
5. Disclosure of Principals

SECOND AMENDED AND RESTATED AGREEMENT
TO DESIGN, CONSTRUCT AND LEASE A PERFORMING ARTS CENTER

This Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center (this "Agreement") is made as of the ____ day of _____, 2009 (the "Execution Date"), by and among Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation ("PAC"), City Parkway V, Inc. ("CP"), a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City" and, together with CP, the "City Parties") (the City Parties and PAC are individually and collectively herein referred as the "Party(ies)").

RECITALS

WHEREAS, CP is the owner of certain real property consisting of an approximately 61-acre site located in the Parkway Center commercial subdivision in downtown Las Vegas, Clark County, Nevada and depicted on the Union Park Map attached hereto as **Exhibit "A"** ("Union Park"); and

WHEREAS, CP shall convey to City the real property consisting of the entire PAC Campus Site; and

WHEREAS, PAC is a 501(c)(3) organization dedicated to developing, building and operating a performing arts center campus in the boundaries of City which will benefit the residents of City and Southern Nevada and foster the growth of cultural amenities and economic development in City and the region; and

WHEREAS, CP, on behalf of City, desires to develop Union Park for the vital and best interests of City, and the health, safety, morals and welfare of its residents which are in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the Parties entered into that certain Agreement to Design, Construct, and Lease a Performing Arts Center on December 27, 2005 (the "Original Agreement"), as amended and restated by that certain Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center on May 16, 2007 ("First Amended Agreement"), which sets forth the Parties' desire to design, develop and build a performing arts campus in several phases on the PAC Campus Site; and

WHEREAS, pursuant to NRS 244A.860 (the "Act"), the Board of County Commissioners (the "Board") of Clark County Nevada, a political subdivision of the State of Nevada ("County"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a Governmental Authority (the "Rental Car Fee"); and

WHEREAS, the monies received by the County from the Rental Car Fee (the "Pledged Rental Car Fees") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, on June 1, 2006, City and County entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Center (the "Interlocal Agreement") whereby County will provide to City the proceeds of the Pledged Rental Car Fees to enable City to use all proceeds of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain a performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement;

WHEREAS, PAC shall design and the City shall build the Primary Theater Project, including the Education Building, which shall be funded, in part, by the Pledged Rental Car Fees as stated herein; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and City (pursuant to City Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and NRS 244A.019, respectively, and it is contemplated by the Parties that such performing arts center authorized to be financed in County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, City and County intend that City issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of City authorizing the issuance thereof (collectively, the "Bond Ordinance") in order to fund, in

part, the acquisition, establishment, construction or expansion of the Primary Theater Project (which will be located in County) and otherwise to use all proceeds of the Pledged Rental Car Fees distributed to City to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, the Parties desire to amend and restate the First Amended Agreement to reflect the current status of the Construction Contract, the amount of parking required by PAC, the potential development of the Remainder Site and certain other matters as more particularly set forth herein; and

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

ARTICLE 1

DEFINITIONS

Section 1.1 Effect of Agreement and Definitions. The Parties hereby agree that this Agreement shall amend and restate and supersede in all respects the Original Agreement and the First Amended Agreement and that the Original Agreement and First Amended Agreement are of no further force and effect. PAC agrees that any rights of PAC in the land subject to the Original Agreement are hereby extinguished; provided, however, that PAC shall not be deemed to extinguish any of its rights in the PAC Campus Site as defined herein. Unless otherwise defined herein, the capitalized terms used herein have the meanings ascribed to those terms in this Section:

"Act" shall have the meaning set forth in sixth Recital.

"Agreement" shall have the meaning set forth in the first paragraph of hereof.

"Applicable Laws" shall have the meaning given such term in the definition of "Requirements".

"Architect" means the architect of record for the design and construction administration of the Primary Theater Project as selected pursuant to Section 4.2 below.

"Architect Agreement" means the agreement with the Architect for the design and construction administration of the Primary Theater Project.

"Bidding Requirements" means (i) Chapters 332, 338 and 339 of the NRS and (ii) any other Requirements applicable to the bidding and award of the Construction Contract.

"Board" shall have the meaning set forth in the sixth Recital.

"Bond Costs" means the costs, fees and expenses incurred in connection with the issuance of any Bonds, including, but not limited to, (i) rating agency and other financing fees, (ii) the fees and disbursements of bond counsel, (iii) any underwriter's discount, (iv) the fees and disbursements of any financial advisors, (v) all costs of preparing and printing the Bonds, the preliminary official statement, the final official statement and all other documentation supporting issuance of the Bonds, and (vi) any other issuance costs of a similar nature incurred in connection with issuance of Bonds.

"Bond Net Proceeds" means the original proceeds of any Bonds less Bond Costs.

"Bond Ordinance" shall have the meaning set forth in the eleventh Recital.

"Bonds" means City issued general obligation notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees in order to fund, in part, the acquisition, improvement, construction, equipment or expansion of the Primary Theater Project and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof.

"Campus Site Plan" shall have the meaning set forth in Section 3.1 of this Agreement.

"City" shall have the definition set forth in the first paragraph of this Agreement.

"City Construction Fund Contribution" means (i) the Bond Net Proceeds, and (ii) any Pledged Rental Car Fees received by City after the issuance of the Bonds but prior to Final Completion in excess of what is determined by City necessary to pay annual debt service on the Bonds.

"City Contingency Amount" shall have the meaning set forth in Section 6.2(b).

"City Default" shall have the meaning set forth in Section 10.3.

"City Obligations" means those obligations of City as set forth in the Environmental Exhibit.

"City Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"City Project Representative" means that person designated by City pursuant to Section 4.1 hereof to serve as its representative and primary point of contact in connection with all matters relating to this Agreement.

"City Work" means all those items to be designed, engineered, constructed or completed by City in connection with the PAC Campus Project as set forth in Article 7 below, including, without limitation, the City Obligations.

"City Work Cost" means all costs of the design, engineering, construction and completion of City Work.

"CMAR" means Whiting-Turner Contracting Company who has been selected as the Construction Manager at Risk pursuant to NRS 338.169 through NRS 338.1699 for the construction of the Primary Theater Project pursuant to this Agreement.

"Completion Approvals" means that each Governmental Authority that has authority for any element of the Primary Theater Project has approved the construction of such element as being complete in accordance with all applicable Requirements.

"Commercial Projects" means projects of a commercial nature, including, without limitation, retail, office and residential.

"Completion Bond" shall have the meaning set forth in Section 5.1(i).

"Construction Contingency Fund" shall have the meaning provided in Section 6.2(b).

"Construction Contract" means the contract awarded for the construction of the Primary Theater Project as more fully described in Article 5 below.

"Construction Documents" means documents based on the approved Design Development Documents and latest Primary Theater Project Budget which set forth in detail the requirements for construction of the Primary Theater Project. The Construction Documents shall include drawings and specifications to establish the quality levels of materials and systems required for the Primary Theater Project and shall be in such detail and format to allow City to bid the Primary Theater Project pursuant to the Bidding Requirements.

"Construction Fund" means the sum of (i) the City Construction Fund Contribution and any earnings thereon, (ii) the Reynolds Construction Grant Fund Contribution when and to the extent such funds are disbursed to City in accordance with the provisions of the Grant Agreement, and any earnings thereon; and (iii) subject to the provisions of Section 6.2(b) and Section 6.2(c), the Construction Contingency Fund and any earnings thereon.

"County" shall have the meaning set forth in the sixth Recital.

"Courtyard" means an approximately 7,800 square foot outdoor open space located on the west side of the Primary Theater and the south side of the Education Building as depicted on **Exhibit "C-2"** attached hereto.

"CP" shall have the meaning set forth in the first paragraph of this Agreement.

"Default Rate" shall have the meaning set forth in Section 10.2(a).

"Design Development Documents" means design documents which shall include a site plan, grading plan, floor plans, elevations with key details, landscape and streetscape, material, finishes and colors, site signage, refined 3-D massing, solar shading, and a LEED checklist with explanation, all of which are based on the approved Schematic Design Documents illustrating and describing the refinement of the Primary Theater Project.

"Determine", "Determined", "Approve", "Approved", "Estimate" or "Estimated" shall mean a reasonable determination, approval or estimate by a Party made pursuant to this Agreement. If a Party disagrees with any such determination or estimate by the other Party, the Party disagreeing is entitled to resolve such dispute in accordance with the provisions of Article 10 hereof.

"Education Building" means a facility consisting of class rooms, offices, commercial retail and office space constituting approximately 70,200 square feet, which will be constructed on the northwest corner of the PAC Campus Site as shown on **Exhibit "C-2"** attached hereto.

"Environmental Condition" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Environmental Exhibit" means **Exhibit "B"** attached hereto setting forth the Parties' obligations with respect to environmental remediation of the PAC Campus Site.

"Environmental Laws" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Excess Fees" means any Pledged Rental Car Fees received by City after the issuance of the Bonds in excess of what is determined by City to be needed to pay annual debt service on the Bonds.

"Execution Date" shall have the meaning set forth in the first paragraph of this Agreement.

"Final Completion" means (i) the completion of the construction of the Primary Theater Project in accordance with the Construction Documents, as evidenced by the issuance of all

applicable Completion Approvals, together with a certification by the Architect that the Primary Theater Project has been completed in accordance with the Construction Documents and all applicable Requirements, (ii) all undisputed amounts due in connection with the development and construction have been paid in full or in City's Determination the remaining balance, if any, in the Construction Fund will be sufficient to pay all remaining amounts due, (iii) all claims relating to the Construction Contract or otherwise relating to the Primary Theater Project are resolved or in City's Determination will be resolved on a satisfactory basis such that the remaining balance, if any, in the Construction Fund will be sufficient to pay any remaining claims, (iv) delivery to City of evidence Approved by City that the Project has been completed on a lien-free basis and (v) there is no outstanding or threatened litigation between any of City, PAC, the Architect or the CMAR.

"Final Contract Project Cost" means the sum of (i) the total final bid pursuant to the Construction Contract, including all contingencies and fees, and plus (ii) any other estimated costs to be incurred in connection with the Project through Final Completion other than those costs which, pursuant to the terms hereof, shall not be paid out of the Construction Fund.

"First Amended Agreement" shall have the meaning set forth in the fifth Recital.

"Future Phase" means the development by PAC of the Remainder Site or any portion thereof as a parking garage, a museum and/or another mutually acceptable use. The current conceptual site plan for the Remainder Site is shown on **Exhibit "C-2"** attached hereto. For the avoidance of doubt, if the City develops and constructs the Parking Garage on the Garage Site, such Parking Garage shall not constitute a Future Phase for purposes of this Agreement.

"Garage Site" shall have the meaning set forth in Section 2.2(b)(i).

"Governmental Authority" or "Governmental Authorities" means (i) the United States of America, the State of Nevada, City, County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Primary Theater Project (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving design and/or construction of any element of the Project.

"Grading Plan" means that Preliminary Grading Plan – Raised Option, dated October 20, 2006, prepared by Kimley-Horn of which the CAD file was transmitted to R.J. Reissig of HKS

Architects by Thomas Ackeret of Kimley-Horn by a posting to FTP DROPBOX as of November 17, 2006.

"Hazardous Substances" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Grant Agreement" means that certain Grant Agreement, dated as of _____, 2009, by and between City and Donald W. Reynolds Foundation, a Nevada nonprofit corporation (the "Reynolds Foundation").

"Interlocal Agreement" shall have the meaning set forth in the eighth Recital.

"LOA" means that Lease and Operating Agreement in the form attached hereto as **Exhibit "G"**.

"Museum Project" means a museum, Courtyard (to the extent not a part of the Primary Theater Project) and/or other mutually acceptable use to be located on the northern portion of the Remainder Site as shown on **Exhibit "C-2"**.

"Museum Site" shall have the meaning set forth in Section 2(b)(ii).

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Operating Budget" means a projected budget of all the costs and expenses for the operation of the Primary Theater Project by PAC for the first five (5) years.

"Operating Endowment" means that endowment pledged by the Reynolds Foundation to PAC pursuant to that certain Endowment Agreement, dated March 17, 2005, as amended.

"Original Agreement" shall have the meaning set forth in the fifth Recital.

"Owners' Association" shall mean the Union Park Master Association formed pursuant to that Community Charter for Union Park for the purpose of owning, managing, and maintaining all common area improvements in Union Park, governing various issues within Union Park and for developing the Union Park Design Standards and rules and regulations created in connection therewith or in any way relating thereto.

"PAC" shall have the meaning set forth in the first paragraph.

"PAC Campus Project" means the Primary Theater Project, and, to the extent undertaken by PAC, any Future Phases.

"PAC Campus Site" means the 4.77-acre site more particularly described and depicted on **Exhibit "C-1"** attached hereto and includes, without limitation, all surface and subsurface soils

and surface water, all water percolating in the surface and subsurface soils, and all underground water.

"PAC Contingency Amount" shall have the meaning set forth in Section 6.2(b).

"PAC Default" shall have the meaning set forth in Section 10.1.

"PAC Obligations" shall have the meaning set forth in the Environmental Exhibit.

"PAC Project Representative" means that person designated by PAC pursuant to Section 4.1 hereof to serve as its representative and primary point of contact in connection with all matters relating to this Agreement.

"Parking Garage" shall have the meaning set forth in Section 2.2(b).

"Party(ies)" shall have the definitions set forth in the first paragraph of this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"Pledged Rental Car Fees" shall have the meaning set forth in the seventh Recital.

"Pre-Construction Costs" shall have the meaning set forth in Section 6.1(a).

"Primary Theater Project" means the buildings containing the primary performing arts center theater of no less than 2,000 seats, the Education Building, and any corresponding space (including, but not limited to, back-of-house space) needed to operate the foregoing, including the Service Court as shown on **Exhibit "C-2"** attached hereto. Also included in the Primary Theater Project is the installation and/or construction of a temporary surface for the Courtyard. All other work related to the Courtyard shall be part of the Museum Project. The buildings comprising the Primary Theater Project shall be designed and constructed in accordance with this Agreement and ultimately leased to and operated by PAC pursuant to the LOA.

"Primary Theater Site" means a portion of the 4.77-acre site, identified as the Large Hall, the Education Center, Courtyard and the Service Court, which is indicated with hatched lines on **Exhibit "C-1"** attached hereto, which shall be sufficient in size and orientation to construct the Primary Theater Project, the metes and bounds for which shall be approved in writing by the City Parties.

"Private Use Limitation" means that no more than nine percent (9%) of the value of the space in the Primary Theater Project which has been financed with the Bonds can be used by entities other than (i) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax

Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and (ii) state and local governments.

"Project Budget" means a budget as revised from time to time setting forth the estimated Projects Costs for the Primary Theater Project.

"Project Contracts" means the Architect's Agreement, the Construction Contract, and all other contracts related to the design and construction of the Primary Theater Project other than contracts between PAC and the Project Manager, PAC Project Representative, cost consultants, theatre consultants and acoustical engineers.

"Project Costs" shall mean all costs and expenses of designing, constructing and equipping the Primary Theater Project but excluding, except as specifically provided in the Environmental Exhibit, all City Work Costs and all other costs which, pursuant to the terms hereof, shall not be paid out of the Construction Fund.

"Project Information" means those studies, reports and other information referenced in **Exhibit "D"** attached hereto.

"Project Manager" means a project management firm engaged by PAC to represent PAC and City in connection with the design and construction of the Primary Theater Project and to provide project administration, value engineering and estimating services.

"Project Manager Contract" means the contract between PAC and the Project Manager.

"Project Representative" shall have the meaning set forth in Section 4.1.

"Remainder Site" means the PAC Campus Site less the Primary Theater Site. The Remainder Site is shown as the non-hatched areas on **Exhibit "C-1"** attached hereto.

"Rental Car Contingency Amount" shall have the meaning set forth in Section 6.2(b).

"Rental Car Fee" shall have the meaning set forth in the sixth Recital.

"Requirement" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over City, CP, PAC or the Primary Theater Project or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Primary Theater Project, or any vault in or under the Primary Theater Site (including, without limitation, Environmental Laws, the American with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of City and any of the foregoing of any applicable fire rating bureau or other body exercising similar functions)

(collectively, "Applicable Laws"); (ii) any temporary or final certificates of completion and/or occupancy issued for the Primary Theater Project or City Work, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried in connection with the design and construction of the Primary Theater Project; (iv) the Union Park Design Standards and (v) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

"Responding Party" shall have the meaning set forth in Section 2.3(a).

"Response Period" shall have the meaning set forth in Section 2.3(b).

"Requesting Party" shall have the meaning set forth in Section 2.3(a).

"Reynolds Construction Grant Fund Contribution" shall mean the Grant (as defined in the Grant Agreement), which will be paid to City for the construction and development of the Primary Theater Project in accordance with the provisions of the Grant Agreement.

"Reynolds Foundation" shall have the meaning given such term in the definition of "Grant Agreement".

"Schematic Design Documents" means design documents based on the agreed Primary Theater Project building program which establishes the site plan for the entire PAC Campus Site, parking and access, pedestrian access and open space, conceptual elevations, 3-D massing, building program, and a preliminary LEED checklist, in order to illustrate the scale and relationship of the PAC Campus Site building components, including the Preliminary Theater Site site plan, preliminary building plans, sections and elevations.

"Site(s)" means all or any of the Primary Theater Site and the Remainder Site.

"Target Date" shall have the meaning set forth in Section 2.2(b)(i).

"Tax Code" shall have the meaning set forth in Section 6.7.

"Union Park" shall have the meaning set forth in the first Recital.

"Union Park Design Review Committee" shall mean the committee, formed by the City Parties in consultation with Newland Communities, LLC, which shall be responsible for reviewing the Schematic Design Documents, the Design Development Documents, and the Construction Documents for the Primary Theater Project, and which shall be responsible for reviewing all required design document submittals for the remainder of the PAC Campus Project.

"Union Park Design Standards" shall mean all design standards incorporated in the Site Development Plan Review denoted by Case Number SDR-16267 and approved by the Las Vegas City Council on November 16, 2006, and any future amendments thereto.

"Unresolved Issue" shall have the meaning set forth in Section 10.5(a).

ARTICLE 2

GENERAL INTENT

Section 2.1 General. The Parties agree that the overall purpose of this Agreement is to govern the design, financing, construction and ultimate leasing to PAC of the Primary Theater Project, and to provide for the development of the Remainder Site. The Parties acknowledge that the overall effort of the development of the Primary Theater Project and the Remainder Site will take their mutual good faith cooperation and effort. The Parties hereto agree to cooperate to achieve the objectives hereof by furnishing such information to the other as is Determined necessary by a Party over the term hereof to effectuate the intent and purposes hereof, including, without limitation, any continuing disclosure agreements which may be needed under any Requirements including the Requirements of the United States Securities Exchange Commission. The Parties agree that the Primary Theater Project is a public work project as defined in Chapters 338 and 339 of NRS and is subject to all other Requirements governing the construction of public work projects in the State of Nevada. Except as provided in the LOA, the Parties agree that the Primary Theater Project at all times will remain the property of and owned by City, including, without limitation, all material whether on-site or off-site used in constructing the Primary Theater Project.

Section 2.2 Phased Development of the PAC Campus Site. The Parties have agreed to develop the PAC Campus Site in multiple phases. The Parties shall enter into such amendments and modifications to this Agreement and the LOA and such other additional documents as may be reasonably required to reflect the phasing of the development of the PAC Campus Site.

(a) Primary Theater Project. The Primary Theater Project shall be constructed on the Primary Theater Site and, upon Final Completion, shall be leased to PAC pursuant to the LOA.

(b) Remainder Site. Currently, the Parties intend for the Remainder Site to be the site of both the Museum Project and a potential City parking garage with approximately 400 parking spaces for the use by patrons of the Primary Theater Project and the Museum Project

(the "Parking Garage"). The approximate location of each of these uses on the Remainder Site is shown on **Exhibit "C-2"** attached hereto. These uses will be addressed at a later date by separate agreements between City and PAC, including a separate lease made by City in favor of PAC for the Remainder Site.

(i) Parking Garage. City shall use commercially reasonable efforts to design, develop, construct and operate the Parking Garage; provided, however, that City may use a third party to operate the Parking Garage. In the event that City, despite its exercise of commercially reasonable efforts, is unable to commence construction of the Parking Garage within three (3) years from the date of issuance of the Certificate of Occupancy for the Primary Theater Project by the City of Las Vegas Building and Safety Department (the third (3rd) anniversary of the date of issuance of said certificate of occupancy being the "Target Date"), then (A) City shall be relieved of any obligation to build the Parking Garage on the portion of the Remainder Site intended therefor (the "Garage Site"); and (B) from and after the Target Date, PAC shall have the exclusive right and option to develop the Garage Site as parking facilities and/or such other uses as City and PAC may mutually agree; provided, however, that in the event PAC does not commence construction of such development prior to the third (3rd) anniversary of the Target Date, PAC's exclusive right and option to develop the Garage Site shall terminate.

(ii) Museum Project. Currently, PAC is in discussions with a museum about the possibility of PAC constructing the Museum Project and leasing space within the Museum Project to such museum. PAC shall have the exclusive right and option to develop the portion of the Remainder Site intended for the Museum Project (the "Museum Site"); provided, however, that in the event PAC does not commence construction of such development prior to the earlier of (A) the Target Date; or (B) the date the pledged funding for the Museum Project from the Reynolds Foundation expires, if ever, PAC's exclusive right and option to develop the Museum Site shall terminate.

(iii) Commercial Projects. The Parties agree that the Remainder Site may be used for Commercial Projects in addition to or instead of the Parking Garage and the Museum Project. The management and costs of the operations of these commercial spaces within the Remainder Site will be the sole responsibility of PAC, including, but not limited to, responsibility to provide parking for the Commercial Projects.

(iv) Interim Period. PAC may use the Remainder Site for construction staging during the construction of the Primary Theater Project. During the period commencing upon completion of construction of the Primary Theater Project and continuing until commencement of construction of any Future Phase, PAC shall install and maintain a fence with a screen around the perimeter of the Remainder Site to the extent such site is visible to the public.

(v) No Obligation to Develop. Notwithstanding anything herein to the contrary, PAC shall not have any obligation to develop the Remainder Site or any portion thereof.

Section 2.3 Approval of a Party. In the event a Party seeks a Determination, Approval or Estimate from the other Party, then the following procedures shall apply:

(a) the Party seeking the Determination, Approval or Estimate ("Requesting Party") shall notify the other Party ("Responding Party") of such request in writing along with all supporting information and documentation for the Responding Party to respond in an informed manner.

(b) The Responding Party shall respond in writing within thirty (30) days (the "Response Period") either granting or denying the request with a written description why the request was denied in the event of a denial by the Responding Party. If the Responding Party fails to respond to the Requesting Party within the Response Period, then the Responding Party shall be deemed to have granted the request of the Requesting Party.

(c) After a denial, the Requesting Party shall have the option to resubmit to the Responding Party revisions of the specific submissions addressing the Responding Party's objections.

(d) In the event (i) the Requesting Party elects not to resubmit the request or (ii) after the resubmission of the item objected by the Responding Party the Parties cannot agree on the final submission, the matter will be referred to resolution pursuant to the provisions of Section 10.5.

The Parties agree that they may be able to rely conclusively on the Approval, Estimate or Determination of the other Party's Project Representative in connection with this Section 2.3. Notwithstanding anything to the contrary contained in this Agreement, the Response Period shall be extended for City if City determines that the City Council must review any matter submitted

to City under this Section 2.3 by such time period as reasonably necessary to submit such matter to the City Council for consideration, provided, however, that City shall provide PAC with a written notice during the Response Period of such determination and its Estimate of the required time for a response from the City Council.

Section 2.4 LOA. Within five (5) business days after the occurrence of Final Completion, City and PAC shall execute and enter into the LOA and deliver it to the other; provided, however, that a condition precedent thereto is that the Operating Endowment remains in effect. City and PAC agree that upon execution and delivery of the LOA, the LOA shall govern and control the relationship of City and PAC as it relates to the Primary Theater Project, Primary Theater Site and the operation thereof.

Section 2.5 Exclusivity. Each of City and CP agrees that so long as this Agreement and/or the LOA is in effect City and CP shall deal exclusively with PAC and not negotiate with third parties in connection with the development and operation of a performing arts center within Union Park unless it is an accessory use to a hotel/casino. Notwithstanding the foregoing, the City may consider pursuant to Title 19 of the Las Vegas Municipal Code a site development plan application or similar entitlements for the operation of a private theater or similar land use within the City of Las Vegas city limits other than within Union Park.

Section 2.6 Union Park. PAC acknowledges and agrees that Union Park is intended to be developed as a mixed-use urban development, including, without limitation, office, residential, a performing arts center, medical facilities and other uses.

Section 2.7 Interlocal Agreement. Pursuant to NRS 244A.860 and the Interlocal Agreement, City assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the Primary Theater Project and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the Primary Theater Project, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof. Pursuant to NRS 244A.860 and subject to and in accordance with the terms of this Agreement, City hereby delegates to PAC, and PAC hereby assumes from City, all responsibility for the design, equipment, operation and maintenance of the Primary Theater Project and PAC

agrees to use the Pledged Rental Car Fees that it receives from City to pay the costs associated with such obligations.

ARTICLE 3

PAC CAMPUS SITE

Section 3.1 PAC Campus Site Plan.

(a) The Parties agree that the various components of the PAC Campus Site will be constructed pursuant to a master site plan prepared by PAC in connection with the design of the Primary Project (the "Campus Site Plan"). The current Campus Site Plan is attached hereto as **Exhibit "C-2"**. The Campus Site Plan will be modified from time to time as the projects thereon are designed. The Campus Site Plan shall show building footprints, parking requirements and configuration, on-street parking to be reserved as public rights-of-way, ingress and egress and traffic flow solutions and shall show the Remainder Site within the PAC Campus Site. The Campus Site Plan will be subject to CP's review and Approval. The Campus Site Plan will be in conformance with all applicable Requirements. In connection therewith, PAC and CP agree that (i) the parking for the Primary Theater Project will not be required to be located on the PAC Campus Site but rather will be provided by City and CP elsewhere within Union Park and/or adjacent properties in accordance with the LOA and (ii) PAC shall be solely responsible for providing the parking for any Commercial Projects within the PAC Campus Site, regardless of the location of such parking.

(b) To accommodate the Primary Theater Project, CP shall approve of certain, non-exclusive access easements required for accessing the Primary Theater Project Site and which are mutually agreeable to the Parties. Such easements shall be limited expressly to that area or areas deemed necessary by the Parties and where there is neither a commercially reasonable design alternative, nor ingress and egress from adjacent, future public rights of way (either City Parkway, Discovery Drive, or the Promenade). CP agrees to grant such access easements to PAC prior to, or concurrent with execution of the LOA.

(c) To accommodate the construction of the Primary Theater Project and as part of the City Work described in Section 7.1, CP has approved of raising the grade of the proposed streets adjacent to the PAC Campus Site in accordance with the Grading Plan. Notwithstanding the foregoing, CP may change such Grading Plan as may be necessitated by the preparation of, and adherence to a Technical Drainage Study for Union Park.

Section 3.2 PAC Campus Site Condition and Obligations.

(a) PAC acknowledges that it has undertaken its own independent reviews, investigations and testing of (i) the physical condition of the PAC Campus Site including the existence of Hazardous Substances in soil and groundwater located within or upgradient from the PAC Campus Site, (ii) the feasibility of developing the PAC Campus Project or any portion thereof and (iii) all other matters deemed necessary in PAC's sole judgment to determine the overall risk and feasibility of PAC's investment of monetary and other resources into the PAC Campus Project or any portion thereof. PAC hereby specifically acknowledges that such reviews, investigation and testing has enabled PAC to adequately assess the feasibility of developing the PAC Campus Project. PAC acknowledges that (i) PAC is not relying on any representations or warranties made by City or City's agents except as specifically set forth herein and (ii) except as otherwise provided in this Agreement, City shall not be liable to PAC, in any event whatsoever, to correct any latent or patent defects in the PAC Campus Site or surrounding areas. City represents and warrants that it has provided PAC with the Project Information. All Project Information provided by City to PAC, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the PAC Campus Site, have been delivered without representation or warranty.

(b) The Parties acknowledge that they are aware of the presence of certain Hazardous Substances on the PAC Campus Site and the need to conduct remediation of such Hazardous Substances, in whole or in part, in connection with any development of the PAC Campus Site and to comply with all Environmental Laws relating to the remediation of such Hazardous Substances.

(c) City agrees at its sole cost and expense to perform City Obligations on the terms and conditions set forth in the Environmental Exhibit. PAC agrees that, except for the City Obligations, City shall have no obligation to remediate, dispose of, or otherwise handle Hazardous Substances on, in, about, or emanating from the PAC Campus Site in accordance with Environmental Laws.

Section 3.3 PAC's Access to PAC Campus Site.

(a) PAC, and its agents, representatives and employees (including, without limitation, architects and engineers), will have the right to enter upon and inspect the PAC Campus Site as PAC may determine necessary in connection with its rights and obligations

under this Agreement and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as PAC may reasonably require, provided that such inspections and tests will not materially damage the PAC Campus Site in any respect.

(b) PAC agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the surface of the PAC Campus Site, PAC will provide City with a copy of the engagement letter for such activities with the consultant retained by PAC and a detailed description of the intended scope of activities on the PAC Campus Site. PAC agrees that such engagement letter shall be subject to the Approval of City, which Approval shall, in this instance only, be granted or denied within five (5) business days of PAC's submission of such engagement letter to City, subject to City obtaining any required approvals of the same from the State of Nevada Department of Environmental Protection and/or Union Pacific Railroad of Omaha, Nebraska. PAC agrees that City shall have the right to have its representatives present during such activities. In addition, PAC acknowledges that Union Pacific Railroad may have to be notified of such investigations and may have representatives present during such investigations.

(c) All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all Requirements. PAC will promptly restore or cause to be restored the PAC Campus Site to its original condition as existed prior to any such inspections and/or tests. If PAC, its agents, representatives or employees undertake any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the PAC Campus Site and PAC will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the PAC Campus Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, PAC agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City and its respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) resulting from or relating to PAC's tests and inspections pursuant to this Section 3.3. The indemnity obligations of PAC under this Section will survive any termination of this Agreement. PAC covenants and agrees upon request of City to promptly

deliver to City without charge therefor, the results and copies of any and all third party feasibility studies, including, but not limited to, environmental studies, soils studies, market studies and financial analyses and related correspondence.

Section 3.4 Reserved.

Section 3.5 Owners' Association. CP is in the process of creating the Owners' Association. PAC agrees that pursuant to the LOA, PAC will be required to comply with the Owners' Association in all respects, including the payment of all regular and special assessments levied against the PAC Campus Site, whereby such assessments shall be subject to a reduced fee structure for nonprofit organizations described in Section 501(c)(3) of the Tax Code or comparable status under the Tax Code.

ARTICLE 4

DESIGN OF PRIMARY THEATER PROJECT; PRIMARY THEATER PROJECT BUDGET; PRIMARY THEATER PROJECT APPROVALS; FUTURE PHASES

Section 4.1 Design of Primary Theater Project. Each of PAC and City agrees to appoint a representative ("Project Representative") to serve as such Party's primary representative in connection with the development of the Primary Theater Project. PAC and City agree that they shall work together in the design and budgeting of the Primary Theater Project, but that PAC shall take the lead in the design of the Primary Theater Project. PAC agrees that the design of the Primary Theater Project shall conform to the Union Park Design Standards in place at time approval is sought, notwithstanding the ability of PAC to request a commercially reasonable waiver pursuant to the process described in Section 5.0, "Design Review Process" of the Union Park Design Standards. PAC agrees that City shall have the right to have the City Project Representative and other City staff members as determined by City attend all regular and other major meetings related to the design of the Primary Theater Project. In connection therewith, PAC agrees to provide City with a schedule of regular and special meetings related to the design of the Primary Theater Project so that the City Project Representative and other City staff members as determined by City may attend all such meetings. PAC agrees to coordinate such meetings so that the City's Project Representative will be able to attend and that such meetings will be no less than monthly during the design process. PAC and City agree that the design of the Primary Theater will be funded as set forth in Section 6.1 hereof.

Section 4.2 Architect and Major Design Consultants. PAC and City agree that PAC will engage an Architect to provide all of the design, engineering and construction administration services required for the design and construction of the Primary Theater Project. It is the mutual intent of the Parties that the Architect shall engage all other professionals and consultants necessary for all design and construction period services for the Primary Theater Project except for the Project Manager, PAC Project Representative, cost consultants, theatre consultants, acoustic engineers and any other professionals Approved in writing by City. In connection with the Architect and the other design professionals other than those excluded in this Section 4.2 above, the following guidelines shall apply:

(a) PAC agrees that City will have at least two representatives on any selection committees formed to choose the Architect and other design professionals other than those excluded pursuant to this Section 4.2 above.

(b) The Architect Agreement will be subject to the Approval of City and PAC and will be entered into only by PAC and will provide, in part, that (i) City is the owner of the Project and will be entitled to enforce all rights of PAC under the Architect Agreement, (ii) City is a third party beneficiary to PAC's rights under the Architect Agreement and has the right to assume PAC's interest in the Architect Agreement upon the occurrence and continuation of a PAC Default hereunder, (iii) the Architect shall only look to PAC for payment in connection with its services and that City shall have no liability for any amounts due to the Architect in connection with its services, (iv) any proposed waiver or release of the Architect's obligations under the Architect Agreement will require City's Approval in writing, (v) the Architect maintain professional liability coverage in the amount of no less than $3,000,000, comprehensive general and auto liability insurance in a combined single limit of no less than $1,000,000 and workmen's compensation insurance as required by all applicable Requirements with such insurers as Approved by City and PAC; and (vi) City shall be named as the owner under all policies of insurance required by the Architect Agreement, and both City and PAC shall be named additional insureds on the comprehensive general and auto liability insurance policy.

Section 4.3 Design Schedule. PAC, in consultation with the Architect and the Project Manager, shall provide City with a schedule for the design of the Primary Theater Project by the Architect for City's Approval. PAC and City agree that such schedule for the design of the

Project shall include, but not be limited to, the following critical path items for Approval by City and by the Union Park Design Review Committee pursuant to Section 2.3 hereof:

(a) Conceptual drawings of the Primary Theater Project prepared by the Architect along with a Project Site plan and the building program for the Primary Theater Project, including a written program which shall set forth PAC's objectives, schedule, constraints and criteria, including space requirements and relationships and site requirements.

(b) Schematic Design Documents along with a preliminary Project Budget.

(c) Design Development Documents along with an updated Project Budget.

(d) Construction Documents along with an updated Project Budget.

City agrees that the purpose of its review and Approval of items (b) – (d) of this Section 4.3 is for the purpose of determining that the Schematic Design Documents, Design Development Documents and Construction Documents are consistent with the items Approved by the City in paragraph (a) above, and with the Union Park Design Standards. PAC acknowledges that as part of complying with the Requirements, the submittals by PAC for items (b) through (d) of this Section 4.3 shall be reviewed by both City and by the Union Park Design Review Committee. PAC agrees and acknowledges that City does not have the sole authority to review and Approve items (b) through (d) and that Approval of such items shall require the review and approval of the Union Park Design Review Committee.

Section 4.4 Project Manager. PAC agrees at all times to engage and at all times use the services of a qualified Project Manager to represent and assist City and PAC in the management of the design and construction of the Primary Theater Project. All costs of the Project Manager shall be borne directly by PAC and shall at no time be paid out of the Construction Fund. Prior to termination by PAC of the Project Manager Contract or any engagement of a replacement Project Manager, PAC shall provide City with reasonable advance written notice of the same and provide City with an opportunity to consult with PAC on such action.

Section 4.5 Project Budget and PAC Fundraising.

(a) The Parties agree that during the design process that PAC shall formulate and the Parties shall from time to time refine the Project Budget with the goal that upon completion of the design of the Primary Theater Project and as a condition precedent to the bidding of the Construction Contract the Parties shall have a mutually Approved Project Budget.

PAC shall formulate the Project Budget and the Parties shall refine the Project Budget all in cooperation with the Project Manager. The Project Budget will contain from time to time the Estimated amount of City Construction Fund Contribution, the Reynolds Construction Grant Fund Contribution and the Construction Contingency Fund. The Parties agree that the final Project Budget shall require the mutual Approval of the Parties.

(b) In addition to the Project Budget, the Parties agree that during the design process that PAC shall formulate and refine the Operating Budget for review and Approval of City. The Operating Budget will include the estimated funds available from the Operating Endowment and projected Excess Fees, if any.

(c) PAC agrees to continue its fundraising campaign to raise any and all funds needed for the Operating Budget in excess of what is readily available from the Operating Endowment and projected Excess Fees, if any. PAC agrees to diligently pursue such fundraising campaign and to keep the City's Project Representative fully informed in writing on a quarterly basis as to the actual and projected progress of such fundraising campaign.

Section 4.6 Project Approvals. Except for permits and approvals related to the City Work, PAC shall be responsible for obtaining all permits and approvals required for the construction of the Primary Theater Project. The costs of such permits and approvals shall be funded pursuant to Section 6.1 hereof. PAC agrees and acknowledges that nothing in this Agreement constitutes an approval of or permits for the construction of the Primary Theater Project and that all approvals and permits for the construction of the Project must be obtained by PAC pursuant to all applicable Requirements. City agrees to cooperate in the permitting and approval process and City will sign all permit applications required for the Primary Theater Project.

Section 4.7 Design and Construction of Future Phases. PAC shall be solely responsible at its sole cost and expense for the design and construction of each Future Phase on the PAC Campus Site other than the Parking Garage if it is developed and constructed by City. PAC agrees that no proceeds from the Bonds and no other monies or funds of the City Parties will be available or obligated in anyway to pay for the cost of design, construction and operation of the Future Phases unless City agrees to develop and construct the Parking Garage. Notwithstanding the foregoing, PAC may use such funds for design and construction costs of mechanical equipment or electrical equipment which serve the Primary Theater Site and Future

Phases, to the extent permissible by City Bond Law. Until the Target Date, PAC shall design each Future Phase so that the Garage Site remains available and usable for the development of a Parking Garage.

ARTICLE 5

CONSTRUCTION OF THE PROJECT

Section 5.1 Selection of CMAR and Award. The Parties agree that the Primary Theater Project shall be the first phase of the PAC Campus Project and is a public work project which will be constructed by City in compliance with NRS. The Parties agree that the Primary Theater Project will be constructed by selecting and entering into a contract between City and a Construction Manager at Risk pursuant to NRS 338.169 through NRS 338.1699. As noted in the definition of "CMAR", Whiting-Turner Contracting Company has been selected as the CMAR and shall perform preconstruction and construction services for the Primary Theater Project. CMAR has been performing preconstruction services and upon completion of the design of the Primary Theater Project, City will award the Construction Contract to CMAR for a total guaranteed maximum price. The Parties agree that City shall not be required to proceed with the award of the Construction Contract unless the following conditions precedent are fulfilled or waived by City at its sole discretion:

(a) CMAR has provided a written, constructability review to City that (i) the design of the Primary Theater Project is complete in all respects pursuant to the Architect Agreement and the Primary Theater Project is ready to be awarded to CMAR for construction and (ii) the latest Project Budget is a fair and accurate estimate of the Primary Theater Project;

(b) City is prepared and has determined that it will be able to issue the Bonds in a principal amount not less than the amount projected in the then current Project Budget, has further determined that it can issue Bonds on reasonable underwriting parameters and past underwriting criteria of City and has obtained all third party approvals required by the Requirements for the issuance of the Bonds, including any approvals required under the Interlocal Agreement (City agrees that, provided it may lawfully do so, it will act reasonably in making or not making the determinations in this Section 5.1(b));

(c) City and the Reynolds Foundation have entered in the Grant Agreement;

(d) All permits and approvals for the construction of the Primary Theater Project have been obtained or City has determined that they will be obtained during construction when required by applicable Requirements;

(e) The Parties have mutually approved the then current Project Budget in writing;

(f) (i) the Operating Endowment remains committed and in full force in all respects as confirmed in writing by the Reynolds Foundation; and (ii) PAC has entered into an amendment to the Endowment Agreement in order to obtain the Reynolds Foundation's approval of the estimated Final Completion Date;

(g) there is no occurrence and continuance of a material PAC Default;

(h) the County has performed and continues to perform pursuant to the Interlocal Agreement and has paid and continues to pay City all of the Pledged Rental Car Fees required to be paid to City pursuant to the Interlocal Agreement; and

(i) the CMAR has provided a performance, payment and completion bond covering 50% of the construction costs of the Primary Theater Project pursuant to the Construction Contract (the "Completion Bond").

Section 5.2 Award of Construction Contract. Upon the fulfillment of the Bidding Requirements, City will promptly award the Construction Contract to CMAR for construction of the Primary Theater Project. City agrees to use commercially reasonable efforts in consulting with PAC prior to the award of the Construction Contract, to the extent permissible under NRS.

Section 5.3 Construction of Primary Theater Project. The Parties agree that City will be entering into the Construction Contract with CMAR and that the Project Manager will principally administer and enforce the Construction Contract on behalf of City and PAC subject to the terms of the Construction Contract. PAC shall be a third party beneficiary to City's rights under the Construction Contract and PAC and the Project Manager shall also be an additional insured under all insurance policies required thereunder. In connection with the Construction Contract, the Parties agree as follows:

(a) The Project Manager will continue to manage the construction of the Primary Theater Project pursuant to the Project Manager Contract.

(b) The City Project Representative will be invited and permitted to attend all regular Primary Theater Project meetings and any other meetings determined material by the City Project Representative.

(c) The City Project Representative will be fully informed of all developments relating to the Primary Theater Project and will be copied on all correspondence received or originated by PAC, the Project Manager or the Architect during construction of the Primary Theater Project.

(d) Any of the following must first be Approved in writing by PAC prior to implementation by City: (i) any proposed modification to the Construction Contract, (ii) any proposed waiver of any of City's rights under the Construction Contract, (iii) any proposed waiver or release of the CMAR's obligations under the Construction Contract and (iv) any proposed waiver of any conditions to payment due under the Construction Contract.

(e) Except for non-monetary field change orders and monetary change orders in an amount less than $25,000 which are approved by the Project Manager, all change orders must first be approved in writing by both Parties.

(f) PAC and the Project Manager shall consider in good faith all directions from City to PAC which are Determined necessary by City in connection with the administration of the Primary Theater Project.

(g) City shall make all payments due under the Construction Contract in strict compliance with the terms of the Construction Contract.

(h) At such time that (i) City Determines that the Project Manager is not administering the Construction Contract in a manner Determined by City in the best interest of the Primary Theater Project or (ii) a material PAC Default has occurred and is continuing, City may take over direct administration and management of the Construction Contract and the construction of the Primary Theater Project subject to the terms of this subsection (h). City agrees that in the event City Determines that the Project Manager is not administering the Construction Contract in a manner Determined by City in the best interest of the Primary Theater Project, City shall give prior written notice of such determination to PAC and, prior to City exercising any rights under this subsection (h), PAC shall have thirty (30) days to rectify the problems to City's Approval, including the engagement of a new Project Manager. In the event PAC disagrees with such Determination or PAC does not rectify the problems to City's

Approval, PAC shall have the right to seek resolution of such dispute in accordance with Section 10.5 prior to City exercising any such rights.

(i) City and PAC agree that, pursuant to the LOA, City shall assign to PAC any and all rights and warranties of City related to the Project Contracts and the construction of the Primary Theater Project and that PAC will be entitled to enforce all such rights and warranties. PAC acknowledges that it shall have no cause of action whatsoever against City in connection with the design and construction of the Primary Theater Project and shall look only to the Architect, CMAR and other design professionals in connection with any defects, latent or patent, or other deficiencies or problems in the design and construction of the Primary Theater Project.

Section 5.4 Notice to Proceed. The Parties agree that City shall not issue the notice to proceed to CMAR until the following conditions precedent are satisfied:

(a) City has issued the Bonds in the amounts and on the terms set forth in the then current Project Budget;

(b) All conditions as set forth in Section 5.1 remain fulfilled; and

(c) The financial or any other condition of CMAR has not changed such that City has determined that CMAR is not able to perform under the Construction Contract.

Section 5.5 Construction Insurance. The Parties agree that all of the insurance required under the Construction Contract shall be maintained during the course of construction of the Primary Theater Project and the cost thereof shall be a Project Cost.

Section 5.6 Casualty. PAC agrees that all insurance proceeds payable in connection with damage or destruction of the Primary Theater Project prior to Final Completion shall be payable to City to be deposited in the Construction Fund pursuant to the terms and conditions of this Agreement. Prior to Final Completion, City shall have the sole right to settle, compromise or adjust any insurance or other claim in such manner as City may determine, and for this purpose, City may take such action as City deems appropriate. City shall apply all such insurance proceeds to the repair and or restoration of the Primary Theater Project upon the satisfaction of the following conditions (a) all such insurance proceeds are deposited with City; (b) PAC shall have deposited with City the amount necessary, if any, to pay the difference between the cost of restoration or repair of the Primary Theater Project and the amount of such insurance proceeds; (c) PAC shall have delivered to City a budget of all costs of reconstruction,

repair and or restoration for the Primary Theater Project, reasonably acceptable to City; and (d) City and all applicable Governmental Authorities shall have approved the final plans and specifications for the reconstruction, repair or restoration of the Primary Theater Project. Subject to the conditions set forth in the foregoing sentence, City shall disburse such insurance proceeds from the Construction Fund as necessary to pay for the reconstruction, repair or restoration of the Primary Theater Project pursuant to the terms of the Construction Contract. Notwithstanding anything herein to the contrary, any and all insurance proceeds payable in connection with damage or destruction to furniture, fixtures and/or equipment of the Primary Theater Project which were paid for by PAC (and not paid from the Construction Fund) shall be payable to PAC.

Section 5.7 Termination of Agreement. The Parties agree that in the event that all of the conditions precedent for the award of the Construction Contract set forth in Section 5.1 hereof are not fulfilled by May 31, 2009 for any reason whatsoever, then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Upon such termination of this Agreement, all respective rights and obligations of the Parties under this Agreement (including, without limitation Section 2.5 hereof) shall terminate and be null and void except for the Parties obligations pursuant to Section 6.1 and Section 10.6 hereof.

ARTICLE 6

FINANCING OF THE DEVELOPMENT OF THE PRIMARY THEATER PROJECT

Section 6.1 Design.

(a) PAC agrees that it shall be responsible for funding all the services of the Project Manager and other preconstruction services (including obtaining Primary Theater Project permits and approvals in accordance with Section 4.6 above) through the award of the Construction Contract by City (the "Pre-Construction Costs") subject to the contribution by City to PAC of Pledged Rental Car Fees pursuant to paragraph (b) below. PAC agrees that it shall be responsible for funding all the services of the Architect regardless of when such services are rendered.

(b) City agrees to pay PAC Pledged Rental Car Fees received by City prior to issuance of the Bonds at such time as (i) the conceptual drawings referenced in Section 4.3(a) above have been Approved by City; and (ii) an initial Project Budget has been Approved by City. Such Pledged Rental Car Fees shall be applied along with PAC funds to pay all such Pre-Construction Costs.

(c) Until the issuance of the Bonds, PAC agrees that no later than February 1 of each year PAC shall submit to City PAC's projected preconstruction budget for the twelve (12) month period commencing on the next July 1 in detail reasonably acceptable to City. Such budget shall set forth and include PAC's request to use any Pledged Rental Car Fees projected to be received during such twelve (12) month period.

(d) After the issuance of the Bonds and until Final Completion, PAC agrees that no later than February 1 of each year PAC shall submit to City PAC's projected construction budget for the twelve (12) month period commencing on the next July 1 in detail reasonably acceptable to City. Such budget shall set forth and include PAC's request that any Excess Fees projected to be received during such twelve (12) month period be deposited into the Construction Fund. Subject to Section 6.1(e) below, after issuance of the Bonds but prior to Final Completion, City shall deposit such Excess Fees into the Construction Fund.

(e) All of the City's obligations under this Agreement are subject to the City Council lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon City only to the extent such an appropriation is made. Nothing contained in this Agreement obligates City to make any such appropriation. City agrees that any Pledged Rental Car Fees received by City shall be used as permitted only by NRS 244A.860(3) and the Interlocal Agreement. Subject to the first sentence of this Section 6.1(e), City agrees that the City Manager shall, in the budget presented to the governing body of City for each of the City's fiscal years, show (i) prior to the issuance of the Bonds, any Pledged Rental Car Fees as being used for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement that are shown in such projected annual preconstruction budget pursuant to Section 6.1(c); (ii) after the issuance of the Bonds and until Final Completion, any Excess Fees as being used for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement that are shown in such projected annual construction budget pursuant to Section 6.1(d); and (iii) appropriations for any other obligations of City under this Agreement for such fiscal year. Payments of Pledged Rental Car Fees prior to the issuance of the Bonds, if any, shall be made to PAC quarterly. After the issuance of the Bonds but prior to Final Completion, payments of Excess Fees, if any, shall be deposited into the Construction Fund quarterly.

Section 6.2 Construction of the Project and Cost Overruns.

(a) The Parties agree that construction of the Primary Theater Project shall be funded solely out of the Construction Fund. PAC agrees that City shall have no other obligation whatsoever to provide any other elements of work, material or funds for the construction of the Primary Theater Project whatsoever other than (i) the amounts to be paid by City pursuant to Section 6.1, (ii) the City Construction Fund Contribution, (iii) the City Contingency Amount and (iv) the City Work Cost.

(b) Prior to the commencement date of the construction of the Primary Theater Project, City shall transfer Three Million Seven Hundred Seven Thousand Dollars ($3,707,000) from deposited rental car funds (the "Rental Car Contingency Amount"), and contribute Eight Million Dollars ($8,000,000) (as may subsequently be reduced pursuant to this clause (b), the "City Contingency Amount"), to a construction contingency fund (the "Construction Contingency Fund"), which Construction Contingency Fund shall only be used to pay additional Project Costs as Approved by City and PAC, or, in the case of a change order to the Construction Contract in an amount less than $25,000, the Project Manager. Within six (6) months from the commencement date of the construction of the Primary Theater Project, PAC shall deposit Three Million Dollars ($3,000,000) into the Construction Contingency Fund (the "PAC Contingency Amount"). Upon the deposit of the PAC Contingency Amount, City shall withdraw Three Million Dollars ($3,000,000) from the Construction Contingency Fund and thereafter the City Contingency Amount shall equal Five Million Dollars ($5,000,000).

(c) In the event the Construction Contingency Fund is to be used to pay additional Project Costs in accordance with clause (b) above, the Parties agree that the Construction Contingency Fund shall be disbursed in the following order: (i) the Rental Car Contingency Amount until such funds are exhausted; and (ii) the remaining funds in the Construction Contingency Fund shall be disbursed pro-rata with 62.5% from the City Contingency Amount and 37.5% from the PAC Contingency Amount. To the extent any portion of the City Contingency Amount is used to pay additional Project Costs pursuant to the terms of this Section 6.2, PAC shall reimburse City for such amount from Excess Fees, to the extent such Excess Fees are paid to PAC, in accordance with the provisions of the LOA relating to the same. Upon (a) Final Completion, (b) joint execution by the Parties of the LOA and (c) City's payment of all remaining Project Costs, the then remaining balance in the Construction Contingency Fund

shall be distributed as follows: (A) any remaining Rental Car Contingency Amount shall be paid to PAC; and (B) the portion of the Construction Contingency Fund remaining after deducting any remaining Rental Car Contingency Amount shall be paid 37.5% to PAC and 62.5% to City.

(d) In the event the City Determines or Estimates at anytime that for any reason whatsoever the remaining Final Contract Project Cost exceeds the remaining balance of the Construction Fund, City shall have the unilateral and unconditional right to suspend construction of the Primary Theater Project until such time as PAC deposits into the Construction Fund additional funds to cover the difference between the remaining Final Construction Project Cost and the remaining balance of the Construction Fund, including any amount for liquidated damages due to delay of the Primary Theater Project pursuant to the Construction Contract unless such delay was caused by a City Default in which event City shall be required to fund the amount attributable thereto.

Section 6.3 Deposit of Construction Fund; Accounting for Bond Proceeds; Investments; Application of Bond Proceeds. The City Construction Fund Contribution, the Reynolds Construction Fund Contribution and the Construction Contingency Fund will be held by City in separate accounts or sub-accounts but will not be held in separate bank accounts. Interest income allocated according to City's generally applied principles will be credited to the Construction Fund, except that any interest income earned at yield above the yield on the Bonds, determined by City in accordance with the applicable Internal Revenue Service regulations, will be retained (or may be withdrawn) by City to make rebate payments to the United States. Amounts shall be withdrawn from the Construction Fund solely to pay Project Costs in accordance with the terms of this Agreement. In the event of any inconsistency or conflict between this Agreement and the Grant Agreement with respect to the Reynolds Construction Grant Fund Contribution, the provisions of the Grant Agreement shall control.

Section 6.4 Payment and Application of the Construction Funds. During the construction of the Project, City shall pay from the Construction Fund the payments due (a) under the Construction Contract pursuant to the terms and conditions of the Construction Contract, and (b) for all other items in the Final Contract Project Cost. City shall provide PAC with all documents related to disbursements of the Construction Fund, including, without limitation, all invoices, lien release and other documents required under or requested pursuant to

the Construction Contract. City shall provide PAC with monthly statements showing accrued interest, disbursements and remaining balance of the Construction Fund

Section 6.5 Surplus Construction Funds. Upon (a) Final Completion, (b) joint execution by the Parties of the LOA and (c) City's payment of all remaining Project Costs, the then remaining balance in the Construction Fund shall be distributed to PAC pursuant to the terms of the LOA and only for purposes permitted under NRS 244A.860(3) and the Interlocal Agreement; provided, however, that any Construction Contingency Fund portion of the then remaining balance in the Construction Fund shall be distributed in accordance with Section 6.2(c).

Section 6.6 Issuance of the Bonds. City agrees to commence the process of issuing the Bonds in such time as to meet the projected and scheduled commencement of the construction of the Primary Theater Project. The Parties acknowledge that the amount and terms of the Bonds will be dependent on numerous factors including the estimated amount of the Pledged Rental Car Fees and the terms and conditions of the underwriting of the Bonds. PAC agrees that City is not in anyway guaranteeing or warranting the amount of the Bond Net Proceeds, the amount of the Pledged Rental Car Fees, underwriting terms and conditions or any other factors related to the issuance of the Bonds. City's only obligation with respect to this Section 6.6 is to use its good faith best commercially reasonable efforts to issue the Bonds based on the Pledged Rental Car Fees. PAC agrees that City shall have no liability whatsoever to PAC or any other Person in the event the principal amount of the Bonds, the interest rate payable thereunder, the Bond Net Proceeds or any other terms and conditions of the Bonds are not as projected or otherwise anticipated by the Parties.

Section 6.7 Tax Covenant. It is anticipated that the Bonds will be issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"). Each of the Parties hereto agrees that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any of that Party's funds or the facilities financed with the proceeds of the Bonds if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted earnings adjustment applicable to

corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. This covenant is to remain in force and effect until the date in which all obligations of Parties in fulfilling the tax covenant contained in the ordinance of City authorizing issuance of the Bonds have been satisfied and fully discharged. Among other things, this covenant requires that PAC maintain its status as an organization described in Section 501(c)(3) of the Tax Code while it uses any portion of the Primary Theater Project and that PAC will neither make nor allow any use of the Primary Theater Project to carry out any activity that is an unrelated trade or business for PAC determined by applying Section 513 of the Tax Code. In connection therewith, PAC agrees that its use of the Primary Theater Project shall not exceed the Private Use Limitation.

ARTICLE 7

CITY WORK

Section 7.1 City Work. City agrees that it shall complete the City Work at City's sole cost and expense. All elements of City Work Cost shall be paid directly by City and shall not be paid out of the Construction Fund. City agrees that City Work shall be complete in connection with all applicable Requirements. City further agrees that none of the Construction Fund shall be used to pay City Work Cost. City Work shall consist of the following:

(a) City shall install or cause to be installed all streets, sidewalks, utilities and any other improvements offsite to each portion of the PAC Campus Site as is necessary to construct and operate each respective phase of the PAC Campus Project, including, without limitation, electric, gas, sewer, telephone, data, cable and water. Such work shall include the work necessary to raise the grade of adjacent streets as described above in Section 3.1(c). The utilities shall be stubbed to the back of the curb in such location as Determined by City in consultation with PAC. The streets to be initially installed by City are identified on **Exhibit "E"** attached hereto. In addition, City will be installing all curb, gutter and on-street public metered parking around the perimeter and within a portion of the PAC Campus Site as part of the City Work. City shall require that such improvements remain within public rights-of-way owned by the City. Such perimeter improvements will be constructed to the standard specifications and design for Union Park in accordance with the Union Park Design Standards. PAC agrees that as Future Phases are developed by PAC any alteration or modification to such perimeter

improvements will be at the sole cost and expense of PAC without any contribution or reimbursement by City.

(b) City shall perform or cause to be performed the City Obligations.

(c) City shall construct and maintain the Initial Parking Facilities as defined in the LOA.

(d) City shall take all steps to subdivide or demise the PAC Campus Site into a separate legal parcel in compliance with all applicable Requirements.

Section 7.2 Performance of City Work. In the event any necessary elements of City Work are not complete at the time of commencement of the construction of the Primary Theater Project and any Future Phase, City agrees that it shall complete such elements of the City Work in coordination with the construction of each of the Primary Theater Project and any Future Phase in such a manner so as not to delay the construction of the PAC Campus Project. Performance of the City Obligations shall be included with respect to Known Hazardous Substances (as such term is defined in the Environmental Exhibit) in the schedule of the performance of the construction of the PAC Campus Project.

Section 7.3 City Obligation for Project Operations. PAC agrees that in no event shall City have any obligation, liability or responsibility whatsoever pursuant to this Agreement or otherwise to provide any funds for the start-up and/or ongoing operation and maintenance of the PAC Campus Project except with respect to Pledged Rental Car Fees for the Primary Theater Project as provided in the LOA and in connection with the Parking Garage in the event City develops and constructs the same.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

Section 8.1 City Parties' Representations and Warranties. In addition to any other representations and warranties made by any of the City Parties herein, each of the City Parties hereby represents and warrants to PAC, which representations and warranties are continuing in nature and shall survive throughout the term of this Agreement, as follows:

(a) There are no pending or, to the best of each of the City Parties' knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the PAC Campus Project or the PAC Campus Site.

(b) Each of the City Parties has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by each of the City Parties and constitutes the valid and legally binding obligation of each of the City Parties, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) City possesses good and marketable fee simple title to the PAC Campus Site and the real property underlying the Initial Parking Facilities.

(d) The execution or delivery of this Agreement will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which any of the City Parties or the PAC Campus Site is subject; (ii) violate any provision of any of the City Parties' charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which any of the City Parties is a party or by which any of them are bound or which any of their assets are subject (or result in the imposition or any lien upon any of their assets).

(e) None of the City Parties has received any written notice nor do either of them have any knowledge of or intent to impose any utility connection moratorium or rezone the PAC Campus Site.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of any of the City Parties is required in connection with their execution and delivery of this Agreement.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the PAC Campus Site or the PAC Campus Project, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the PAC Campus Project or the PAC Campus Site.

Section 8.2 PAC's Representations and Warranties. In addition to any other representations and warranties made by PAC herein, PAC hereby represents and warrants to

City, which representations and warranties are continuing in nature and shall survive throughout the term of the Agreement, as follows:

(a) PAC is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) of the Tax Code.

(b) PAC has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by PAC and constitutes the valid and legally binding obligation of PAC, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The execution or delivery of this Agreement will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which PAC is subject; (ii) violate any provision of PAC's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which PAC is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

ARTICLE 9

CITY EXCULPATION AND RIGHT TO SUSPEND PRIMARY THEATER PROJECT

Section 9.1 Exculpation. PAC agrees that City shall have no liability whatsoever to PAC in connection with the design and construction of the Primary Theater Project or any Future Phases except as a result of a City Default. PAC hereby waives and releases any claim or cause of action PAC may have against City in connection with the design and construction of the Primary Theater Project or Future Phases including any actions or non-actions taken by or not taken by City pursuant to any Project Contracts other than related to a City Default. PAC agrees that, upon executing the LOA, PAC will have undertaken its own independent reviews, investigations and testing as to the completion of the Primary Theater Project in compliance with the Construction Documents.

ARTICLE 10

DEFAULT, REMEDIES AND DISPUTE RESOLUTION

Section 10.1 Defaults by PAC. PAC shall be in default of this Agreement upon any of the following (each a "PAC Default"):

(a) PAC shall fail to make full payment of any material undisputed sum of money required to be paid by PAC hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from City;

(b) PAC shall fail to perform any other term, covenant or condition of PAC contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from City; provided, however, that if such failure is impossible to correct within thirty (30) days, PAC shall not be deemed in default if PAC commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) PAC makes a representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any material respect.

Section 10.2 Remedies for PAC Default. Should a PAC Default occur, City shall have the following rights and remedies:

(a) City may, but shall not be obligated to, advance the amount required to cure any failure by PAC to make any payment when required hereunder and shall be entitled to recover from PAC the sum so advanced, plus interest from the date the payment was due at the prime rate prevailing during the period of the PAC Default, as it may change from time to time, based on such rate as published in the Wall Street Journal or if more than one rate is published on any day, the average of such rates, plus 2% per annum (the "Default Rate").

(b) City shall have the right to suspend/and or terminate all or any part of the design and construction of the Primary Theater Project as City Determines appropriate. In connection therewith, (i) City may utilize any Pledged Rental Car Fees it has received which have not already been applied to payment of Pre-Construction Costs or Project Costs and the Construction Fund to pay the costs associated with such suspension or termination and (ii) in the event there are not sufficient Pledged Rental Car Fees or funds in the Construction Fund to pay the costs associated with such suspension or termination, then City may advance the amount required in connection with such suspension or termination and shall be entitled to recover from

PAC the sum so advanced, plus interest at the Default Rate. In the event of a complete termination of the Primary Theater Project, this Agreement shall automatically terminate and all respective further obligations of the Parties under this Agreement (including, without limitation, Section 2.5 hereof) shall terminate and be null and void except for the obligations of the Parties pursuant to Section 6.1 and Section 10.6 hereof.

(c) In addition to any other remedies it may have, in the event of a PAC Default due to a violation of Section 6.7 by PAC, City (i) may demand payment by PAC of any damages City incurs as a result of a breach of such covenant which amounts shall be paid by PAC within thirty (30) days of City's written demand therefor and (ii) may specifically enjoin such violation.

(d) City may exercise any other remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to City in case of a PAC Default.

Section 10.3 Default by City. Each of the City Parties shall be in default of this Agreement upon any of the following (each a "City Default"):

(a) Any of the City Parties shall fail to make full payment of any material undisputed sum of money required to be paid by any City Party hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from PAC;

(b) Any of the City Parties shall fail to perform any other term, covenant or condition of such City Party contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from PAC; provided, however, that if such failure is impossible to correct within thirty (30) days, the City Parties shall not be deemed in default if the applicable City Party commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) Any City Party makes a representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any material respect.

Section 10.4 Remedies for City Default. Upon a City Default, PAC may exercise any remedy available to it at law or in equity, including specific performance of the provisions of this

Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to PAC in case of a City Default.

Section 10.5 Dispute Resolution. The Parties agree that any dispute related to Section 6.7 or any action for equitable relief shall be pursuant to a court of law in compliance with Section 11.2 below. If any other dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to proceed as follows:

(a) PAC and the City Parties hereby agree and commit to each other to resolve any open issues relating to the PAC Campus Project in a commercially reasonable manner as promptly as possible and to cause such Party's Project Representative to be readily available to address such issues as they arise. In the event the Parties are divided with respect to any such open issue relating to or in connection with the PAC Campus Project ("Unresolved Issue"), and the Project Representatives are unable to reach agreement, after good faith negotiations, with respect to a proposed course of action concerning such Unresolved Issue, then such Unresolved Issue shall be resolved exclusively by the City Manager of City, on behalf of the City Parties or any of them, and Myron Martin, on behalf of PAC, unless and until PAC or the City Parties selects another individual with similar status to resolve such Unresolved Issue on its behalf. Thereafter, if the Unresolved Issue has not been resolved, the Parties agree to proceed with the Mediation and Arbitration provisions set forth next below.

(b) If said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(c) Any controversy or claim arising out of or related to this Agreement or the breach thereof not settled pursuant to paragraphs (a) and (b) immediately above, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Claims among the Parties shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association.

(d) The Parties agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, the Parties, as the case may be, shall proceed diligently with performance of the Agreement.

(e) Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

(f) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 11.12 hereof.

(g) All dispute resolution proceedings pursuant to this Section 10.5 shall take place in Clark County, Nevada.

Section 10.6 Indemnification. Each Party (the "Indemnifying Party") agrees to hold harmless, indemnify and defend the other Party from and against all losses, liabilities, or expenses, claims, demands, action or causes of action arising out of the wrongful or negligent act, errors or omissions of such Party or any of its employees, agents or servants, including a breach of this Agreement, but excluding, except as otherwise provided in Subsection 6B of **Exhibit "B"** attached hereto, any such losses, liabilities, injuries, or expenses of any nature arising out of any Environmental Condition existing prior to the Execution Date. The Parties hereto understand and agree that neither this Section nor any other provision of this Agreement shall constitute a waiver by City of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of City's status as a political subdivision of the States of Nevada, and that City's indemnifications hereunder are limited by and subject to Chapter 41 of NRS.

ARTICLE 11

MISCELLANEOUS

Section 11.1 No Waiver. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial

enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party of this Agreement may have.

Section 11.2 Time of Essence. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

Section 11.3 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and no person is intended to be or shall be construed to be a third party beneficiary of this Agreement.

Section 11.4 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties hereto shall be valid unless the other Party hereto consents to that assignment in writing. The Parties hereto hereby consent to City pledging the Pledged Rental Car Fees it receives as security for the Bonds.

Section 11.5 Books and Records. Each of the Parties to this Agreement agrees, to the extent applicable to a Party, to maintain proper books and records pertaining to the Primary Theater Project, including, but not limited to, the Operating Budget, the Bonds, the funds and accounts established for the payment of the Bonds and evidencing expenditures and receipts of the Bonds Proceeds and to make such books and records available for inspection by the other Party hereto during normal business hours.

Section 11.6 Amendments. This Agreement may be modified at any time by the Parties hereto, but only by a written instrument signed by each of the Parties.

Section 11.7 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties hereto agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

Section 11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

Section 11.9 Notices. All notices required or permitted to be given hereunder shall be in writing, addressed to the Parties respective addresses set forth below, and may be delivered by

hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail will be deemed given five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested). Notices delivered by hand, by facsimile, or by nationally recognized private courier will be deemed given on the first business day following receipt; provided that a notice delivered by facsimile will only be effective if such notice is also delivered by hand, by nationally recognized private courier or deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested), on or before two (2) business days after its delivery by facsimile. Any party may change its address for notice by giving notice of such change of address to the other party in the manner herein provided.

If to City:	City of Las Vegas, Nevada 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Manager Facsimile No. 702-388-1807
With a copy to:	Las Vegas City Attorney 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Attorney Facsimile No. 702-386-1749
If to CP:	City Parkway V, Inc. 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Manager Facsimile No. 702-388-1807
With a copy to:	Las Vegas City Attorney 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Attorney Facsimile No. 702-386-1749
If to PAC to:	Las Vegas Performing Arts Center Foundation 241 West Charleston Blvd., Suite 111 Las Vegas, NV 89102 Attention: President Facsimile No. 702-614-0205

With a copy to: Las Vegas Performing Arts Center Foundation
241 West Charleston Blvd., Suite 111
Las Vegas, NV 89102
Attention: Chief Financial Officer
Facsimile No. 702-614-0205

and with a copy to: Kim Sinatra, Esq.
3131 Las Vegas Boulevard South
Las Vegas, NV 89109
Facsimile No. 702-770-1518

Section 11.10 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, PAC warrants that it has disclosed, on **Exhibit "F"** attached hereto, all members of the Board of Directors of PAC, as well as all persons and entities holding more than 1% interest in PAC or any principal of PAC. Throughout the term hereof, PAC shall notify City Parties in writing of any material change in the above disclosure within 15 days of any such change.

Section 11.11 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions.

Section 11.12 Jurisdiction and Venue. Except as set forth in Section 10.5, each Party agrees to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party by registered or certified mail to or by personal service at the last known address of each Party, whether such address be within or without the jurisdiction of any such court. Each Party hereto consents to, and waives any objection to Clark County, Nevada as the proper and exclusive venue for any dispute arising out of or relating to this Agreement or any alleged breach hereof.

Section 11.13 Force Majeure. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty,

inability to obtain any materials, or other causes beyond such party's reasonable control. The financial inability of a Party to perform its obligations hereunder shall not operate to excuse or otherwise limit a Party's obligations hereunder. The provisions of this Section shall in no event excuse a violation of Section 6.7.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

"CP"

CITY PARKWAY V, INC.,
a Nevada nonprofit corporation

By:_____
Name: Elizabeth N. Fretwell,
Title: President

"CITY"

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

By:_____
Name: Oscar B. Goodman
Title: Mayor

"PAC"
LAS VEGAS PERFORMING ARTS CENTER FOUNDATION,
a Nevada nonprofit corporation

By:_____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: T. Ponticello 4/23/09
Teresita L. Ponticello,
Chief Deputy City Attorney

Exhibit "A" – Depiction of Union Park

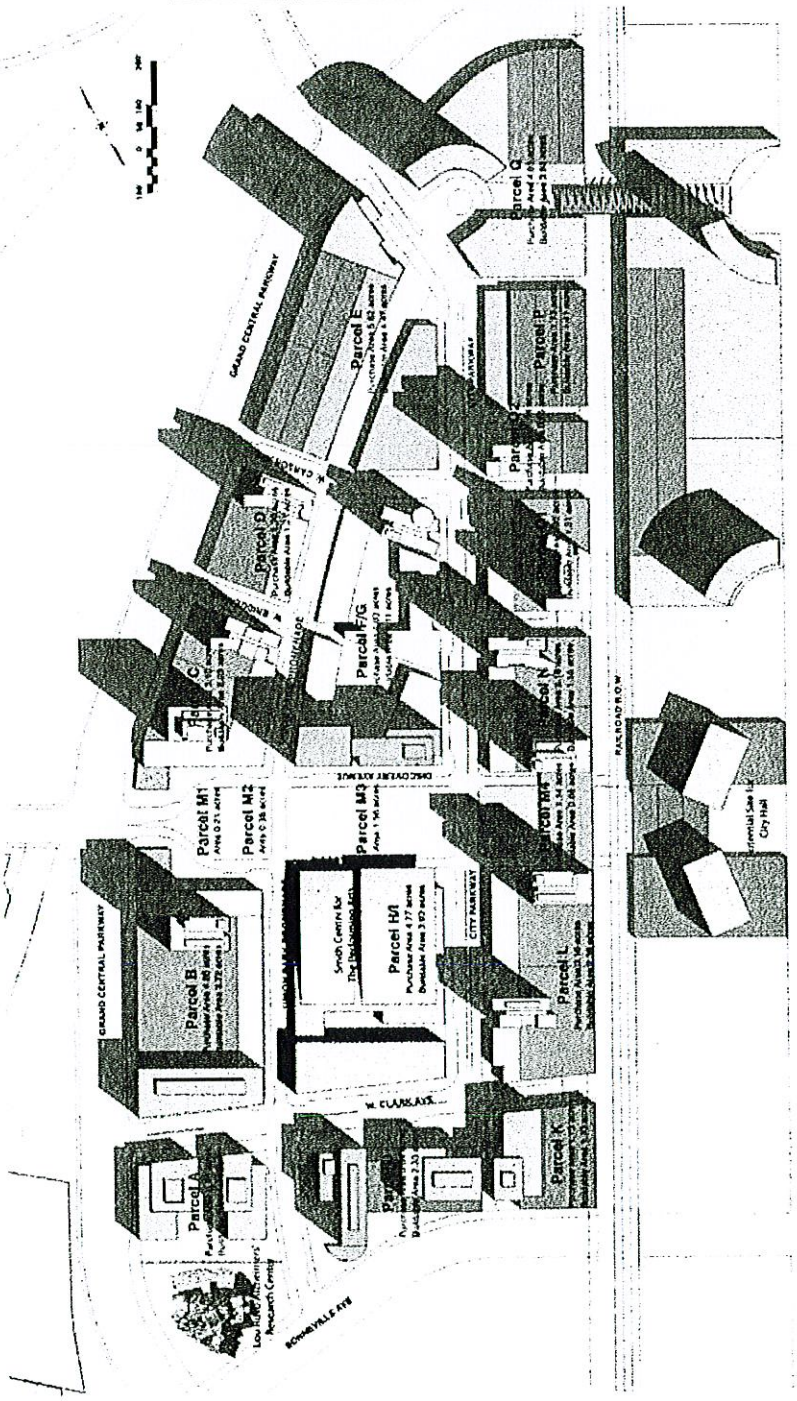

Exhibit "B" – Project Environmental Management

I.

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this Exhibit "B" have the meanings ascribed to such terms in the Agreement.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the PAC Campus Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure maintenance of a condition for the PAC Campus Site of no significant risk to public health or the environment.

"Applicable Environmental Guidance" means all applicable Requirements, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the PAC Campus Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Agreement.

"Certified Environmental Manager" ("CEM") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"City Obligations" has the meaning set forth below.

"City Remediation Cost Cap" shall mean, for the Primary Theater, the City's responsibility for the following costs incurred through completion of construction of the Primary Theater:

> (a) A cumulative amount to not exceed $3,489,130, for the following matters: (i) One half the cost of the Risk Assessment pursuant to Subsection 3B(a), below; (ii) soil remediation or disposal pursuant to Subsection 3B(b) or 3B(c) below; (iii) treatment of contaminated groundwater pursuant to Subsections 3B(b) or 3B(d) below; (iv) with the exception of actions resulting in Excess Remediation Costs, the value as Determined by City of any transportation, disposal, remediation, or other actions performed by UPRR in connection with the UPRR

Environmental Obligations; and (iv) payment of any Excess Remediation Costs claims by UPRR pursuant to Subsection 3B(f), below.

(b) An amount not to exceed $2,837,000 for Activity and Use Limitations recommended in the Risk Assessment pursuant to Subsection 3B(e), below.

The City Remediation Cost Cap, if any, for any Future Phase shall be determined by the Parties during the negotiations for developing any Future Phase. The City does not by this Agreement commit to fund a City Remediation Cost Cap for any Future Phase. Notwithstanding the foregoing, the City may, in its sole and absolute discretion, choose to fund City Remediation Cost Caps for Future Phases depending upon the availability of Pledged Rental Car Fees or other funds for such purposes, and the appropriateness of using Pledged Rental Car Fees or other funds for any particular proposed Future Phase.

"Deed Covenants" means obligations of Union Pacific Railroad set forth in the attached deed from Union Pacific Railroad to Ply Stadium Partners, Inc. and successors in title.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Conditions or Hazardous Substances.

"Environmental Permits" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Primary Theater.

"Excess Remediation Costs" are those costs defined as such in Section 2.3(a)(iii) of the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR.

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and

petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenylsbiphenyls.

"NDEP" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"PAC Obligations" has the meaning set forth below.

"Primary Theater" shall mean the Primary Theater Project and Primary Theater Site.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"Risk Assessment" means a health risk assessment prepared by a well-qualified PhD environmental professional acceptable to both Parties that for all Known Hazardous Substances (i) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (ii) establishes soil and groundwater screening levels that represent chemical concentrations which would not result in adverse health effects under the assumed future land use of the PAC Campus Site, (iii) identifies potential exposures during construction as a component of the analysis, (iv) develops appropriate Activity and Use Limitations for redevelopment of the PAC Campus Site that will maintain protection of public health and the environment while, to the extent consistent with such mandate, minimizing overall Project Cost and City Work Costs, and (v) supersedes and replaces the Converse Consultants' September 24, 2002 Risk-Based Evaluation performed for City Parkway IV & V but only as to the PAC Campus Site and subject to the review and written concurrence of Converse Consultants.

"Soil and Groundwater Management Plan" means a plan approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Primary Theater.

"UPRR" means Union Pacific Railroad of Omaha, Nebraska.

"UPRR Environmental Obligations" are obligations of UPRR set forth in the Deed Covenants.

II.

Environmental Conditions

1B. Limited Survival. Except for Subsections 3B(g) (City insurance obligations), 4B (as it relates to certain PAC cost obligations to comply with Applicable Environmental Guidance relating to the construction and operation of the Primary Theater), and 6B (PAC Indemnity) of this Exhibit "B", each of which shall survive the termination of this Agreement and the execution of the LOA, the provisions, terms, covenants and conditions of this Exhibit "B" to the Agreement shall become null, void and unenforceable upon the termination of this Agreement.

2B. Acknowledgements. The Parties acknowledge that:

(a) They are aware of the presence of Known Hazardous Substances affecting the PAC Campus Site and NDEP has determined that UPRR is responsible, at a minimum, for satisfying the UPRR Environmental Obligations;

(b) NDEP may not require UPRR to remove or remediate all Hazardous Substances in soil that exceed NDEP's soil action levels or all Hazardous Substances in groundwater that exceed NDEP's maximum contaminant levels which may result in residual Hazardous Substances being left within the PAC Campus Site after NDEP releases UPRR from responsibility for the UPRR Environmental Obligations;

(c) if after UPRR has completed the UPRR Environmental Obligations to NDEP's satisfaction, concentrations of Hazardous Substances remain in soil or groundwater within the PAC Campus Site above NDEP action levels or maximum contaminant levels, then Hazardous Substances may need to be removed or remediated from soil or groundwater to a level that is protective of health and the environment as determined by the Risk Assessment;

(d) Activity and Use Limitations as identified and recommended by the Risk Assessment may need to be developed, designed, operated, maintained and enforced within the PAC Campus Site to maintain protection of health and the environment to the extent residual Hazardous Substances remain within the PAC Campus Site after UPRR completes the UPRR Environmental Obligations;

(e) higher water table conditions exist on certain portions of Union Park and may require dewatering of the PAC Campus Site, including removal or treatment or both of groundwater encountered during and after completion of construction of the Primary Theater and after UPRR has satisfied the UPRR Environmental Obligations pertaining to groundwater; and

(f) UPRR may assert a claim for Excess Remediation Costs and may record a lis pendens, lien or other encumbrance against the PAC Campus Site in connection with asserting such claim.

3B. City Obligations and PAC Obligations Regarding Hazardous Substances. City Obligations and PAC Obligations regarding Hazardous Substances shall, subject to the City Remediation Cost Cap, consist of the following matters:

(a) Risk Assessment. As soon as practicable after the Effective Date, PAC shall commission and obtain the Risk Assessment. PAC and the City shall each be responsible for paying one-half of the cost of the Risk Assessment. PAC shall include the City Project Representative in all communications with the person or entity selected to perform the Risk Assessment, and the Parties and their Project Representatives shall keep strictly confidential and protected from disclosure to any third parties all such communications.

(b) UPRR Environmental Obligations. To the extent required by Applicable Environmental Guidance, City shall use commercially reasonable efforts to require UPRR to complete the UPRR Environmental Obligations in connection with the construction of the Primary Theater. The value as Determined by City of any transportation, disposal, remediation, or other actions performed by UPRR in connection with the UPRR Environmental Obligations shall be charged against the City Remediation Cost Cap. To the extent UPRR fails to discharge any UPRR Environmental Obligations, City agrees, at City's sole and exclusive cost subject to the City Remediation Cost Cap, to perform the UPRR Environmental Obligations, and may in City's sole discretion seek reimbursement from UPRR. All costs for City's performance of the UPRR Environmental Obligations hereunder shall, subject to Subsection 4B, be charged against the City Remediation Cost Cap.

(c) Soil Remediation and Disposal Obligations. City shall, at City's election, either dispose of or remediate in a manner that complies with Applicable Environmental Guidance all contaminated soils excavated and delivered by PAC to City at an agreed upon location within the Union Park property during construction of the Primary Theater or cause others to do the same. Subject to Subsection 4B, City shall be responsible for all costs incurred to dispose of or remediate such soil, and the City's costs for such disposal or remediation shall be charged against the City Remediation Cost Cap. Subject to subsection 4B, the Parties shall bear as a Project Cost any cost to dispose of clean excess PAC Campus Site soils or excess PAC Campus Site soils remediated pursuant to this Section 3B, and the City's portion of such disposal costs shall not be charged against the City Remediation Cost Cap.

(d) Dewatering and Treatment. If and to the extent Applicable Environmental Guidance dictates that groundwater encountered during construction of the Primary Theater requires treatment, then City shall accept such water for treatment at a location acceptable to both Parties (the "Delivery Point"). City shall properly handle, treat, or otherwise dispose of all such delivered groundwater in compliance with Environmental Laws and shall obtain and maintain all Environmental Permits. During construction of the Primary Theater, City shall be solely responsible for any costs to treat and dispose of contaminated water delivered to the Delivery Point, which costs, subject to Subsection 4B, shall be charged against the City Remediation Cost Cap. Subject to Subsection 4B, any costs incurred to deliver contaminated water to the Delivery Point during construction, including but not limited to the design, construction, and permitting of any necessary wells, pumping, and transmission facilities,

together with associated power costs ("Delivery Costs"), shall be borne by the Parties as a Project Cost and the City's portion of such Delivery Costs shall not be charged against the City Remediation Cost Cap.

(e) Activity and Use Limitations. During the construction of the Primary Theater, the City, subject to Subsection 4B, shall be responsible for up to $2,079,000 of the cost of Activity and Use Limitations determined and recommended by the Risk Assessment, and all such costs shall be charged against the City Remediation Cost Cap. To the extent the cost of Activity and Use Limitations incurred during construction of the Primary Theater Project exceeds $2,329,000, PAC shall be solely responsible for all such costs.

(f) UPRR Excess Remediation Costs Claims. City shall in City's absolute and sole discretion either: (i) promptly pay any claim for reimbursement made by UPRR for Excess Remediation Costs; or (ii) notify UPRR and PAC that any such claim or some portion thereof for reimbursement is disputed in good faith. City shall promptly work with UPRR to resolve any disputed claim. To the extent City and UPRR cannot agree upon a disputed claim and UPRR records a lien or lis pendens against the PAC Campus Site, City shall promptly take action to remove such lien or lis pendens by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs. Subject to Subsection 4B, any Excess Remediation Costs paid by City shall be charged against the City Remediation Cost Cap.

(g) Insurance. City agrees that during the term of this Agreement and of the LOA and any extended term of the LOA and this Agreement, City shall (i) in good faith use its reasonable best efforts to maintain at all times a pollution legal liability insurance policy or equivalent form of pollution insurance in which the PAC Campus Site is a covered property ("Policy") and (ii) request the underwriter to add PAC as a co-insured or additional insured at City's sole cost on any Policy. Any costs associated with maintaining the Policy or adding PAC to the Policy as a co-insured or additional insured shall not be charged against the City Remediation Cost Cap. After exhausting its good faith and reasonable best efforts to maintain the Policy, if City cannot agree to the terms and conditions for renewal of the Policy at any time during the term or extended term of the LOA or this Agreement, City shall provide PAC with written notice of same not less than 90 days before termination of the term of the Policy.

(h) CEM Contract. City shall promptly enter into a contract on terms and conditions acceptable to PAC that requires the CEM to promptly perform the work described below. City shall be exclusively responsible for all CEM costs incurred under the CEM contract through completion of construction of the Primary Theater, and such costs shall, subject to Subsection 4B, be charged against the City Remediation Cost Cap. At a minimum, the CEM contract shall require the CEM to promptly perform the following work:

1. Promptly prepare and submit to NDEP for approval the Soil and Groundwater Management Plan, which plan shall cover at least the following matters:

(i) Procedures for CEM Hazardous Substances testing of all excavated soils and any groundwater encountered before, during and after completion of construction of the Primary Theater;

(ii) the location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill for the Primary Theater;

(iii) the location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Primary Theater;

(iv) the Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(v) the method and timing of progress reports, and the method and timing of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(vi) technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances.

2. Obtain on behalf of and in the name of City all necessary Environmental Permits for the Project;

3. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Primary Theater;

4. Deliver to City at the conclusion of the Primary Theater construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

5. Coordinate UPRR's discharge of the UPRR Environmental Obligations with the Architect, CMAR, and UPRR. The CEM shall regularly provide to the Parties a report of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered during construction of the Primary Theater, including updates regarding UPRR's discharge of UPRR Environmental Obligations;

6. To the extent any dispute arises with UPRR regarding UPRR Environmental Obligations, the CEM shall immediately report such dispute to the Parties; and

7. Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance throughout the term of this Agreement.

4B. Allocation of Applicable Environmental Guidance Compliance Costs in Excess of City Remediation Cost Cap. With respect to any Hazardous Substances within or affecting the Primary Theater Site, PAC shall design and construct the Primary Theater in a manner consistent with Applicable Environmental Guidance. If and to the extent the City Remediation Cost Cap has been exhausted, the Parties shall bear the costs of compliance with Applicable Environmental Guidance during the course of construction as a Project Cost until the Construction Fund component of the Final Contract Project Cost is exhausted. Once the Construction Fund component of the Final Contract Project Cost is exhausted, PAC shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to construction or operation of the Primary Theater, whether incurred by City or PAC under their respective obligations hereunder, and whether incurred before or after completion of the Primary Theater.

5B. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("Released Party") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any Release of Hazardous Substances or any violation of Environmental Laws occurring on the PAC Campus Site prior to the Effective Date. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances affecting the PAC Campus Site or any violation of Environmental Laws.

6B. Indemnity. PAC shall have no indemnification obligation under this Agreement or otherwise in connection with any Hazardous Substance generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to the Execution Date, EXCEPT that PAC shall indemnify, hold harmless, and defend City, City's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages arising wholly or in part out of any failure by PAC, its contractors, subcontractors, representatives or

agents to design, construct, or operate the Primary Theater in conformance with Applicable Environmental Guidance.

Exhibit "C-1" – Depiction of Primary Theater Site and Remainder Site

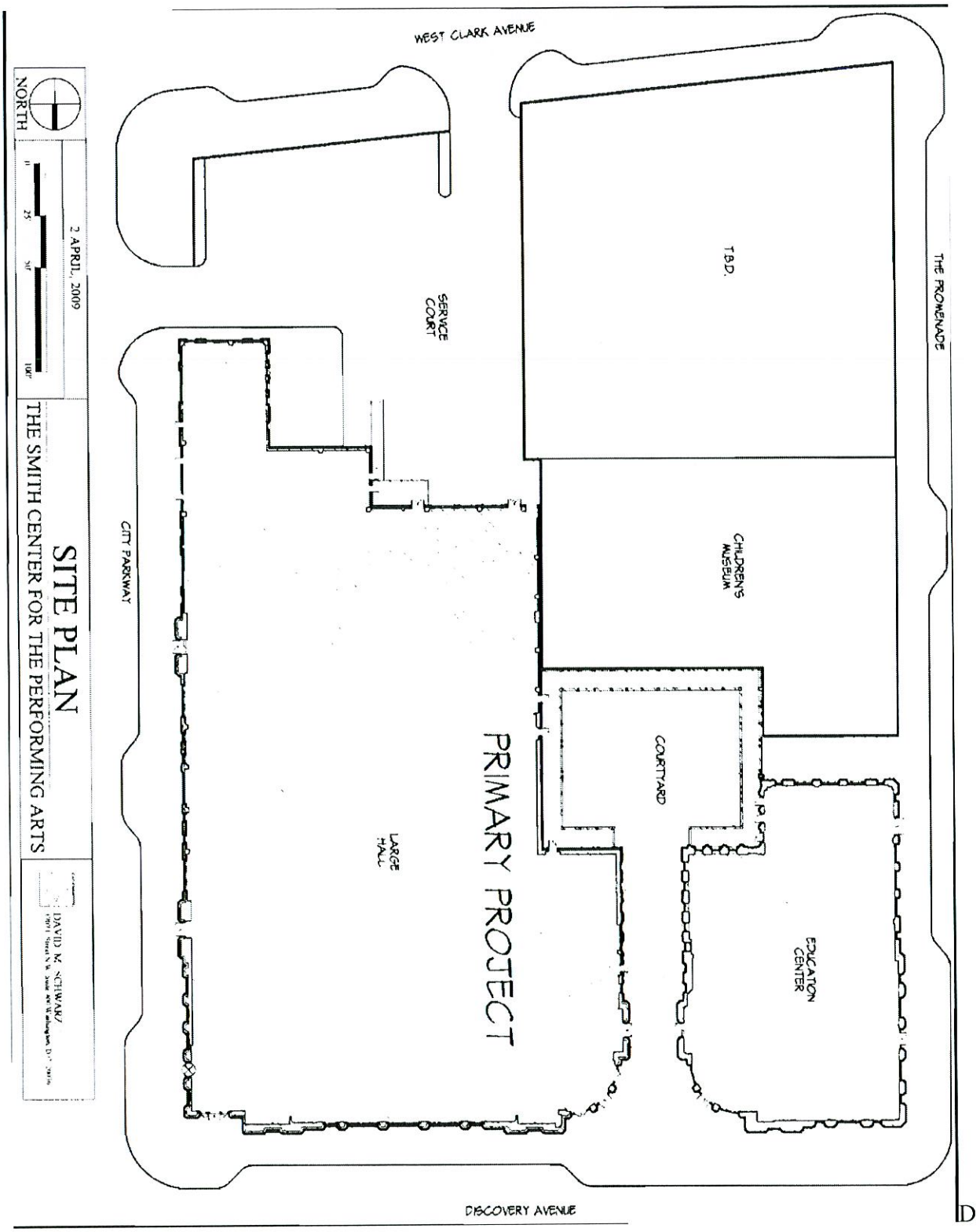

Exhibit "C-2" – Campus Site Plan

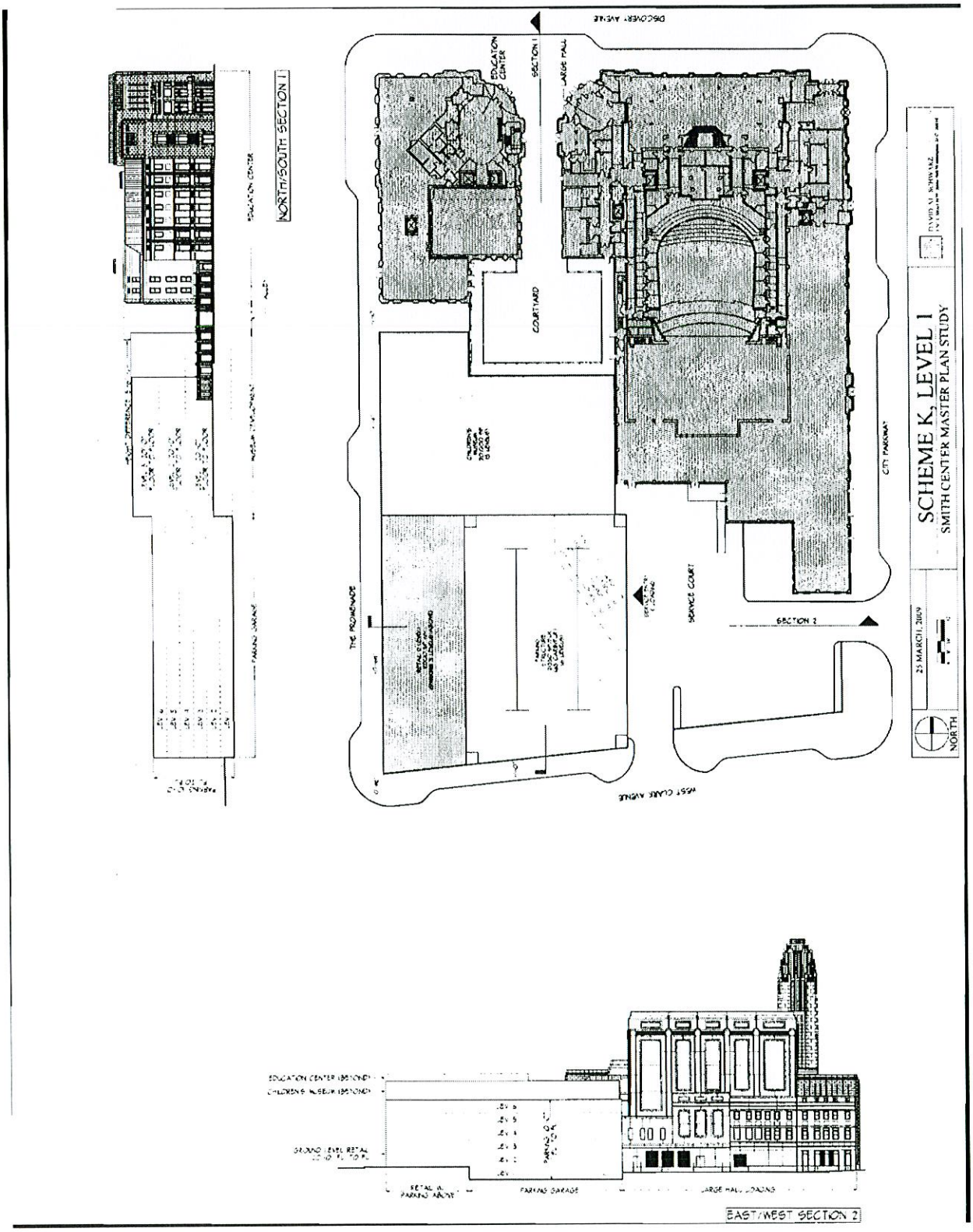

Exhibit "D" – List of Due Diligence Documents Delivered to PAC

Union Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	**01) Preliminary Title Report, Lawyers Title Company.pdf, June 17, 2004**
	02) CPV Vesting Deed.pdf
02	**ALTA Survey – G.C. Wallace, June 28, 2002**
	01) G. C. Wallace - 61-Acre ALTA Survey pg1 2002.pdf
	02) G.C. Wallace - 61-Acre ALTA Survey pg2 2002.pdf
	03) G.C. Wallace - ALTA Survey Easement Docs 1.pdf
	04) G.C. Wallace - ALTA Survey Easement Docs 2.pdf
03	As-Built Maps - Bonneville, Grand Central Parkway and Ogden, 1992, 1993, 1995, 1999, & 2000
	01) Bonneville Ave.pdf
	02) Main and Bonneville Intersection.pdf
	03) Ogden Avenue.pdf
	04) Parkway Center.pdf
04	Remedial Action Plan
	Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
	-Appendices
	Appendices.tif,
	Appendix A - Summary of Buried Disposal Area Investigation.tif
	Appendix B - Investigative Procedures.tif
	Appendix C - Chain-of-Custody Records.tif
	Appendix D - Field and Laboratory QA&QC Program.tif
	Appendix E - Health and Safety Plan.tif
	Appendix F - Regional Geology and Hydrogeology.tif
	Appendix G - Exploratory Boring Logs.tif
	Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
	Appendix I - Gauging Data and Hydrographs.tif
	Appendix J - Soil Laboratory Data Reports.tif
	Appendix K - Ground-Water Laboratory Data Reports.tif
	Appendix L - Maps of Approx Dist of Soils Containing PH.tif
	Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
	Appendix N - Liquid Hydrocarbon Volume Estimates.tif
	Appendix O - Air Quality Monitoring Report.tif
	Appendix P - Report of Industrial Hygiene Evaluation.tif
	Appendix Q - Desert Research Institute Report.tif
	Appendix R - Health Risk Assessment.tif
	Appendix S - USPCI Report of Oil Recovery Operations.tif
	OIL RECOVERY SYSTEM.TIF
	-Table of Contents and Executive Summary.tif
	- Sect 1 Introduction.tif
	- Sect 2 Purpose & Scope.tif
	- Sect 3 Site Background.tif
	- Sect 4 Hydrocarbon Contamination.tif

- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif

PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf

05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf
10) Converse Risk Assessment Addendum - arsenic evaluation final - 07-03-2007.pdf
11) Kleinfelder Soil and water management plan - arsenic addendum final 7-5-07.pdf

05 Plystadium Agreement

01) Plystadium Agreement.pdf
02) Amended and Restated Mem of Rights.pdf
03) Estoppel Certificate.pdf
04) Termination of Mem of Repurchase Option.pdf
05) Trustee's Deed - Lehman to PAMI.pdf
06) Grant Bargain Sale Deed UPRR Ply Stadium

06 Pollution Legal Liability Select

Pollution Legal Liability Select Policy.pdf

07 Environmental Risk Management – Converse Consultant, August 23, 2000

01) Environmental Risk Management 08-23-2000.pdf
02) Risk-Based Evaluation 09-24-2002.pdf
03) Hydrocarbon Free Product Plumes Map.pdf
04) Soil Impact Map.pdf

08 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

09 Terracon Primary Theater Project & Primary Theater Project Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003

Phaselexec.pdf
Phasellexec.pdf

10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002

Northern Prelim. Geotech.pdf
Southern Prelim. Geotech.pdf

11 Groundwater Monitoring Reports

Abandoned Wells July 2004

-Abandoned Wells July 2004.pdf
-Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm

01) 2nd Quarter 1991 Groundwater Report.pdf
02) 2nd Quarter 2001 Groundwater Report.pdf
03) 3rd Quarter 2001 Groundwater Report.pdf

04) 4th Quarter 2001Groundwater Report.pdf
05) 1st Quarter 2002 Groundwater Report.pdf
06) 2nd Quarter 2002 Groundwater Report.pdf
07) 1st Half 2002 Semi-annual Compliance Report.pdf
08) 3rd Quarter 2002 Groundwater Report.pdf
09) 4th Quarter 2002 Groundwater Report.pdf
10) 1st Half 2003 Groundwater Report.pdf
11) 1st Half 2003 Semi-annual Compliance Report.pdf
12) 2nd Half 2003 Groundwater Report.pdf
13) 2nd Half 2003 Semi-annual Compliance Report.pdf
14) 1st Half 2004 Groundwater Report.pdf
15) 1st Half 2004 Semi-annula Compliance Report.pdf
16) 2nd Half 2004 Groundwater Report.pdf
17) 2nd Half 2004 Semi-annual Compliance Report.pdf
18) 1st Half 2005 Groundwater Report.pdf
19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

12 Maps

01) Union Park Concentration.pdf
02) Union Park Contamination.pdf
03) Union Park remediation.pdf
04) Remediation Depth.jpg

Exhibit "E" – Streets to Be Installed by City

EXHIBIT "E" – Streets to be installed by the City

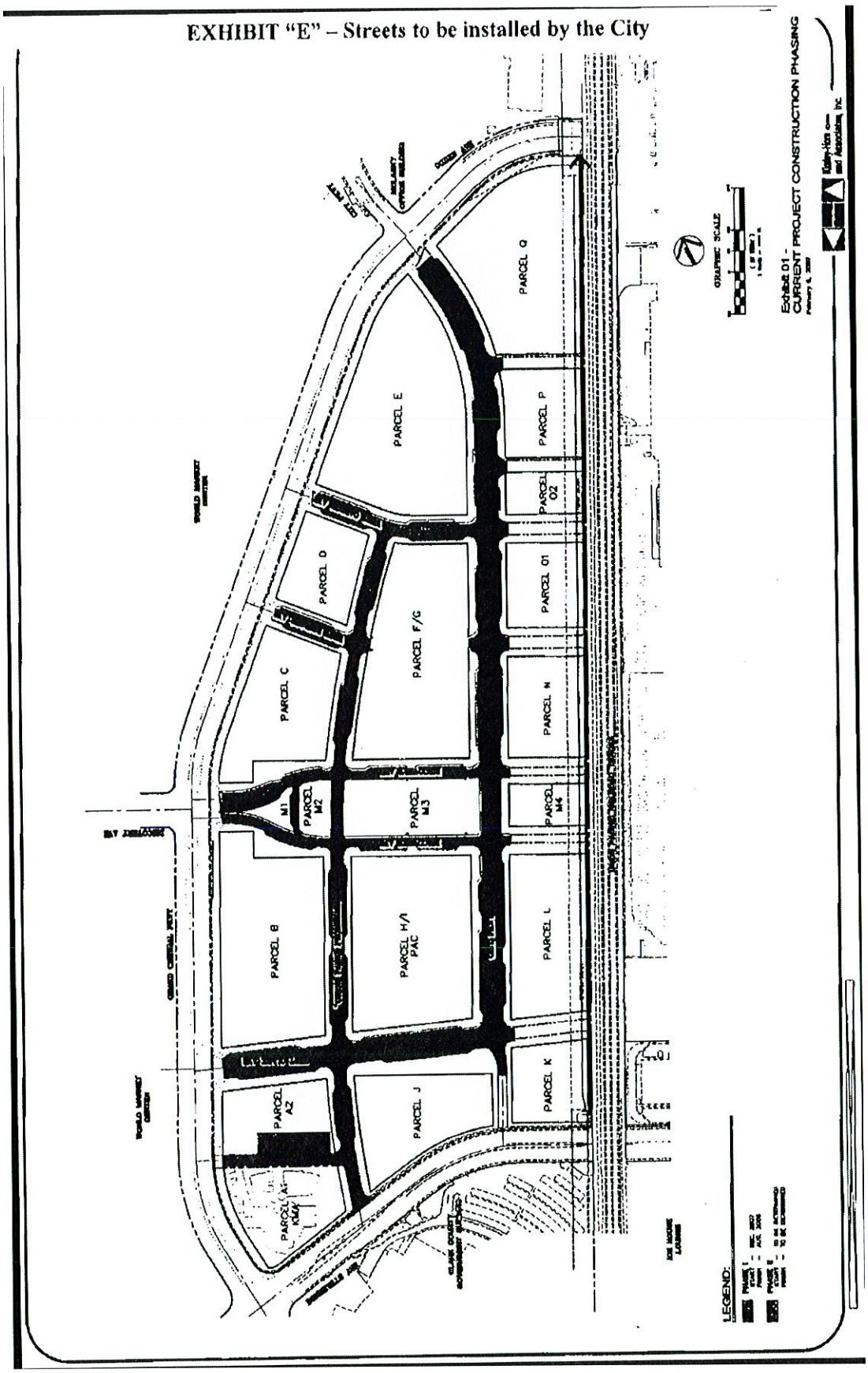

Exhibit "F"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name: Las Vegas Performing Arts Center Foundation	
Address 241 West Charleston Blvd., Suite 111, Las Vegas. NV 89102	
Telephone: 702-614-0109	
EIN or DUNS: EIN 88-0361875	

Block 2	Description
Subject Matter of Contract/Agreement: **The Smith Center for the Performing Arts**	
RFP #:	

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company **X** Corporation

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.	Don Snyder	241 West Charleston Blvd., #111 Las Vegas, NV 89102	702-614-0109
2.	Dr. Keith Boman	601 South Rancho, Suite D28 Las Vegas, NV 89106	702-383-0677
3.	Kim Sinatra	3131 Las Vegas Blvd., So Las Vegas, NV 89109	702-770-2112
4.	Charles Atwood	One Howard Hughes Drive, No 604N Las Vegas, NV 89169	(702) 804-5232
5.	Gary Jacobs	3600 Las Vegas Blvd. South Las Vegas, NV 89109	702-693-7129
6.	Scott MacTaggart	530 Las Vegas Blvd. South Las Vegas, NV 89101	702-385-3373
7.	Senator Richard Bryan	1700 Bank of America Plaza 300 South 4th Street Las Vegas, NV 89101	702-383-8916

8.	Alan Feldman	3260 South Industrial Building C Las Vegas, NV 89109	(702) 650-6947
9.	Robert Forbuss	2436 High Vista Circle Henderson, NV 89014	702-379-4400
10.	Nancy Houssels	2580 Sorrell Street Las Vegas, NV 89146	702-252-3270
11.	Richard Plaster	801 South Rancho Suite E-4 Las Vegas, NV 89106	702-671-6000
12.	Jacqulyn Shropshire	2877 Paradise Road, #1601 Las Vegas, NV 89109	702-838-4933
13.	Roger P. Thomas	680 Pilot Road, Suite 1 Las Vegas, NV 89119	702-770-5050
14.	Myron Martin	241 West Charleston Blvd. #111 Las Vegas, NV 89102	702-614-0109

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name: Myron Martin, President

April 3, 2009

Date: April 2, 2009

Subscribed and sworn to before me this 2 day of April

_____, 2009.

Notary Public

Notary Public - State of Nevada
County of Clark
HELLEN D. SMITH
My Appointment Expires
January 7, 2012
No: 92-0684-1

Exhibit "G" – Form of Lease and Operating Agreement

THIS LEASE AND OPERATING AGREEMENT (this "**Lease**") is entered into as of _____ __, 20__ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("**Landlord**"), and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Landlord owns certain real property consisting of an approximately 61-acre site located in the Parkway Project in downtown Las Vegas, Clark County, Nevada commonly referred to as Union Park depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("**Union Park**");

WHEREAS, pursuant to NRS 244A.860 (the "**Act**"), the Board of County Commissioners of Clark County Nevada (the "**Board**"), a political subdivision of the State of Nevada ("**County**"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of not more than two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "**Rental Car Fee**"); and

WHEREAS, the monies received by the County from the Rental Car Fee (the "**Pledged Rental Car Fees**") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and Landlord (pursuant to the Landlord Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and 244A.019, respectively, and it is contemplated by the Parties that such performing arts center authorized to be financed in the County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, on June 1, 2006, Landlord and County entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Project (the "**Interlocal Agreement**") whereby County will provide to Landlord the Pledged Rental Car Fees to enable Landlord to use all of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain such performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement; and

WHEREAS, Landlord and County intended that Landlord issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of Landlord authorizing the issuance thereof (collectively, the "**Bond Ordinance**") in order to fund, in part, the acquisition, establishment, construction or expansion of a performing arts center (which will be located in the County) and otherwise to use all of the Pledged Rental Car Fees distributed to Landlord to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, pursuant to the Bond Ordinance Landlord has issued Bonds the proceeds of which have funded in part the design and construction of such performing arts center; and

WHEREAS, Landlord, City Parkway V, Inc. and Tenant entered into that certain Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated _____, 2009 (as may be further amended from time to time, the "**Design and Construction Agreement**") whereby the parties thereto agreed to design and construct a performing arts center; and

WHEREAS, the construction of the performing arts center has been completed pursuant to the Design and Construction Agreement and pursuant to the Design and Construction Agreement, the Parties are obligated to enter into this Lease whereby the Landlord shall lease to Tenant, and Tenant shall lease from the Landlord, the performing arts center.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually

agreed by and between Landlord and Tenant that the foregoing recitals are true and correct, and further agreed as follows:

AGREEMENT

SECTION 1
DEFINITIONS

1.1 Definitions. As used herein the following terms shall have the following definitions:

"Act" shall have the meaning set forth in the second Recital.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Premises Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, or recommended by the Risk Assessment in order to ensure maintenance of a condition for the Premises of no significant risk to public health or the environment.

"Adjustment Date" shall have the meaning set forth in 14.1.

"Alterations" shall have the meaning set forth in **Section 7** herein.

"Applicable Environmental Guidance" means all Applicable Laws, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

"Applicable Laws" shall have the meaning set forth in **Section 5.1**.

"Board" shall have the meaning set forth in the second recital.

"Bonds" means those bonds issued by Landlord pursuant to the Bond Ordinance the proceeds of which were used in the construction, improvement or equipment of the Premises or

any improvements or appurtenances therefore pursuant to the Design and Construction Agreement, any additional bonds issued by Landlord to finance improvements of, additions to or equipment for the Premises or any other improvements or appurtenances therefore, and any bonds that refund or refinance any bonds described in this definition.

"Bond Ordinance" shall have the meaning set forth in sixth Recital.

"Charge" shall have the meaning set forth in **Section 12**.

"City Contingency Amount" shall have the meaning set forth in the Design and Construction Agreement.

"City Reimbursement Amount" shall have the meaning set forth in **Section 6.3(c)**.

"Commencement Date" shall have the meaning set forth in the first paragraph of this Lease.

"County" shall have the meaning set forth in the second Recital.

"Covered Hazardous Substances" shall have the meaning set forth in **Section 5.4**.

"CPI-U" means the Consumer Price Index for All Urban Wage Earners and Clerical Workers, Los Angeles/Riverside/Orange County, all items (1982-84 = 100), as issued by the U.S. Department of Labor, Bureau of Labor Statistics. If the Department of Labor ceases to issue the CPI-U, Landlord may select a substitute index or measure of cost of living to calculate the appropriate cost of living increase.

"CPI-U Percentage Increase" means the percentage obtained by dividing (a) the difference (but not less than zero) between (i) the CPI-U most recently published prior to the Adjustment Date and (ii) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date by (b) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date.

"Damaged" shall have the meaning set forth in **Section 14.1**.

"Deed" shall have the meaning set forth in **Section 22.1**.

"Default Rate" shall have the meaning set forth in **Section 3.2**.

"Design and Construction Agreement" shall have the meaning set forth in the eighth Recital.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under

any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

"Excess Fees" shall have the meaning set forth in **Section 6.3(b)** herein.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises (or any portion thereof).

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any

manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Initial Parking Facilities" shall have the meaning set forth in **Section 9.1(a)**.

"Initial Parking Term" shall have the meaning set forth in **Section 9.1(b)**.

"Interlocal Agreement" shall have the meaning set forth in the fifth Recital.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenyls.

"Landlord" shall have the meaning set forth in the first paragraph of this Lease.

"Landlord Events of Default" shall have the meaning set forth in **Section 20.1**

"Landlord Parties" shall have the meaning set forth in **Section 15.1(a)**.

"Lease" shall have the meaning set forth in the first paragraph of this Lease.

"Lease Term" shall have the meaning set forth in **Section 2.2** hereof.

"Losses" shall have the meaning set forth in **Section 15.1(a)**.

"Major Damage" shall have the meaning set forth in **Section 14.2(a)**.

"Minor Alterations" means all nonstructural Alterations other than any single nonstructural Alteration which costs in excess of $1,000,000, which amount shall be increased by the applicable CPI-U Percentage on the Adjustment Date.

"Minor Damage" shall have the meaning set forth in **Section 14.1**.

"NRS" means the Nevada Revised Statutes as in effect from time to time.

"Operating Budget" shall have the meaning set forth in **Section 6.4**.

"Owners' Association" shall have the meaning provided to such term in the Design and Construction Agreement.

"Parking Facilities" shall have the meaning set forth in **Section 9.1(a)**.

"Parking Property" shall have the meaning set forth in **Section 9.1(a)**.

"Parties" shall have the meaning set forth in the first paragraph of this Lease.

"Permitted Use" means the operation by a not-for-profit entity qualifying pursuant to Section 501(c)(3) of the Tax Code of a performing arts center and operations reasonably related thereto, provided, however that in no event shall any use of the Premises exceed the Private Use Limitation.

"Pledged Rental Car Fees" shall have the meaning set forth in the third Recital.

"Premises" means that parcel of real property legally described on Exhibit "B" attached hereto and the Primary Theater Project constructed on such parcel of real property, including any and all other improvements now or hereafter located thereon and any and all fixtures and personal property used in connection with the operation of such Primary Theater Project and all singular appurtenances, rights, privileges, and easements thereunto appertaining.

"Primary Theater Project" shall have the meaning provided to such term in the Design and Construction Agreement.

"Private Use Limitation" means that no more than nine percent (9%) of the value of the space in the Primary Theater Project which has been financed with the Bonds can be used by entities other than (i) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and (ii) state and local governments.

"Project Information" means those disclosures and all studies, reports and other information set forth in "**Exhibit D**" to the Design and Construction Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Premises as of the Commencement Date.

"Rent" shall have the meaning set forth in **Section 3.1**.

"Rental Car Fee" shall have the meaning set forth in the second Recital.

"Repair" shall have the meaning set forth in **Section 14.1**.

"Restoration Conditions" shall have the meaning set forth in **Section 14.2(b)**.

"Risk Assessment" means the risk assessment prepared pursuant to "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement.

"Soil and Groundwater Management Plan" means the soil and groundwater management plan prepared and approved pursuant to "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement.

"Substitute Parking Facilities" shall have the meaning set forth in **Section 9.1(c)**.

"Tax Code" shall have the meaning set forth in **Section 5.2**.

"Tenant" shall have the meaning set forth in the first paragraph of this Lease.

"Tenant Events of Default" shall have the meaning set forth in **Section 19.1**.

"Tenant Indemnified Parties" shall have the meaning set forth in **Section 15.3**.

"Tenant Parties" shall have the meaning set forth in **Section 9.1**.

"Tenant's Property" shall have the meaning set forth in **Section 4.3**.

"Transfer Documents" shall have the meaning set forth in **Section 22.1**.

"Union Park" shall have the meaning set forth in the first Recital.

"Union Park Master Association" shall have the meaning provided to such term in the Design and Construction Agreement.

SECTION 2
DEMISE OF PREMISES AND TERM

2.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold the Premises during the Lease Term and subject to the terms and conditions herein contained.

2.2 Term. This Lease shall be effective and the term of the Lease (the "**Lease Term**") shall commence on the Commencement Date and continue until 11:59 p.m. on the day before the ninety-ninth (99th) anniversary of the Commencement Date.

2.3 Holding Over. Should Tenant hold possession of the Premises after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein.

SECTION 3
RENT

3.1 Rent. Tenant shall pay to Landlord annual rent for the Premises in the amount of One Dollar ($1.00), payable on the Commencement Date and thereafter on each anniversary of the Commencement Date during the Lease Term (the "**Rent**"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord.

3.2 Default Rate. If Tenant fails to pay, when due and payable, any Rent or any other amounts or charges to be paid by Tenant to Landlord hereunder within ten (10) days after written

notice from Landlord that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to the prime rate of interest last ascertained by the Commissioner of Financial Institutions of the State of Nevada pursuant to NRS 99.040, plus five (5) percentage points (the "**Default Rate**"). Additionally, if Landlord fails to pay, when due and payable, any amounts or charges to be paid by Landlord hereunder within ten (10) days after written notice from Tenant that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the Default Rate.

3.3 Triple Net Lease. Tenant hereby acknowledges that this Lease is intended to be a fully net lease and that all costs related to the ownership, operation and maintenance of the Premises shall be borne and paid exclusively by Tenant, including all utilities, taxes, assessments (including those levied by the Owners' Association so long as they are on a reduced fee structure for nonprofit organizations), insurance, repairs, restoration and maintenance with respect to the Premises; provided, however, that Tenant shall not be responsible for the maintenance or repair of Union Park or any portion thereof (other than the Premises) and shall not be required to reimburse Landlord for any costs incurred by Landlord in its maintenance and repair thereof.

SECTION 4
CONDITION OF PREMISES AND SURRENDER

4.1 Condition of Premises; Completion of Duties under Design and Construction Agreement.

(a) Tenant agrees and acknowledges that it has been involved in all aspects of the design and construction of the Premises. In connection therewith, Tenant agrees as follows: (i) Tenant is fully aware of the physical condition of the Premises and accepts the Premises "as-is", (ii) except for the representations and warranties set forth herein, Tenant is not relying on representations or warranties made by Landlord or Landlord's agents, if any, (iii) Tenant is aware of the presence of certain Hazardous Substances on the Premises and accepts the Premises subject to the existence of such Hazardous Substances, (iv) Landlord shall not be liable to Tenant, in any event whatsoever, to correct any latent or patent defects in the Premises, and (v) any and all information provided by Landlord to Tenant, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the Premises, have been delivered without representation or warranty.

(b) Tenant and Landlord both mutually acknowledge and agree that both Parties have performed their respective obligations under the Design and Construction Agreement and that by entering into this Lease they have no further obligations under the Design and Construction Agreement except (i) to the extent as may be provided in a separate instrument signed by both Tenant and Landlord and (ii) for those obligations which survive pursuant to the terms of the Design and Construction Agreement.

4.2 Design/Contractor Warranties. Tenant agrees that Landlord shall have no responsibility or obligation whatsoever in connection with the condition of the Premises at any time, including any problems or defects (whether patent or latent) related to the design and

construction of the Premises. Landlord hereby assigns to Tenant any of Landlord's rights or warranties under the Design and Construction Agreement and any other design or construction contracts or otherwise related to the design and construction of the Premises to cause the correction or repair of any problems or defects related to the design and construction of the Premises. Tenant agrees at its sole cost and expense to diligently pursue any such rights or warranties pursuant to such design and construction contracts in order to correct or repair any such problems or defects related to the design and/or construction of the Premises.

4.3 Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, within fifteen (15) days after receipt of written notice, remove all personal property and trade fixtures which Tenant has installed or placed in or on the Premises (all of which are hereinafter collectively referred to as "**Tenant's Property**"), from the Premises and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Premises. In the event Tenant shall fail to remove any of Tenant's Property, Landlord shall retain such Tenant's Property without any payment or offset therefore.

SECTION 5
USE OF PREMISES

5.1 Purpose; Comply with Laws. Tenant may use and occupy the Premises for the Permitted Use only and no other use whatsoever. Tenant shall, at all times during the Lease Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes and laws, now or hereafter in effect pertaining to the Premises or any party's use thereof (collectively, the "**Applicable Laws**").

5.2 Tax Covenant. Tenant and Landlord acknowledge that the Bonds have been issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "**Tax Code**"). Landlord and Tenant agree that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any of Tenant's funds or the facilities financed with the proceeds of the Bonds (including, without limitation, exceeding the Private Use Limitation) if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted earnings adjustment applicable to corporations under Section 56 of the Tax Code, in calculating corporate alternative minimum taxable income.

5.3 Environmental Conditions.

5.3.1 No Hazardous Substances. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date, except as set forth in this **Section 5.3** and **Section 5.4**. After the Commencement Date, Tenant shall not use the Premises, or permit any entity or person to use

the Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances to the extent packaged and contained in theatrical, cleaning or office products for consumer use in quantities for ordinary day-to-day use. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Premises, other than Known Hazardous Substances affecting the Premises, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Premises. If any Hazardous Substances, other than Known Hazardous Substances, are present in or about the Premises, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.3**, unless specifically so provided in such agreement.

5.3.2 Compliance with Applicable Environmental Guidance. Tenant, at Tenant's sole cost and expense, shall at all times during the Lease Term substantially comply with Applicable Environmental Guidance. Such costs and expenses include but are not limited to all costs and expenses for ongoing diversion, treatment, and disposal of groundwater, Risk Assessment compliance, monitoring of Known Hazardous Substances, and maintenance of any Activity and Use Limitations.

5.4 Environmental Indemnity. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date, except as set forth below in this **Section 5.4**. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this **Section 5.4** shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release

Tenant from its obligations under this **Section 5.4**, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this **Section 5.4** shall include, without in any way limiting the foregoing:

(i) All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

(iii) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this **Section 5.4** shall survive termination of this Lease and shall be in addition to and does not supersede the indemnity of Landlord by Tenant in Section 6B of "**Exhibit B**" to the Design and Construction Agreement (the "**Section 6B Design Agreement Indemnity**"), which Section 6B Design Agreement Indemnity shall expressly survive the execution and termination of this Lease.

5.5 Inspection. Landlord or its agents, employees or contractors may enter the Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises to determine compliance with the terms of this Lease.

5.6 Landlord Use. Landlord shall have the right to use the Premises from time to time for events in connection with Landlord's municipal function or as otherwise desired by Landlord provided that each use of the Premises by Landlord (i) shall not interfere with any scheduled events at the Premises, (ii) shall be at the sole cost and expense of Landlord, including, without limitation, the reimbursement of Tenant's cost relating to such use and (iii) that Landlord shall coordinate such use of the Premises with Tenant including providing reasonable advance notice thereof. Landlord and Tenant agree that they will attempt to schedule Landlord's use of the Premises annually in connection with the Landlord's review of the Operating Budget.

SECTION 6
ADDITIONAL COVENANTS OF LANDLORD AND TENANT

6.1 No New Encumbrances. Landlord shall not, without Tenant's prior approval, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Commencement Date.

6.2 Operating Endowment. Tenant has received a gift from the Reynolds Foundation of an endowment in the amount of $45,000,000, the earnings of which shall be used for the operation and maintenance of the Premises. Tenant agrees to comply with all the terms and conditions of the endowment and to use the earnings thereon solely in connection with the operation and maintenance of the Premises. Tenant agrees not to materially change the permitted uses of the Operating Endowment without the written consent of the Landlord.

6.3 Compliance with Budget Law and Excess Fees.

(a) All of the Landlord's obligations under this Lease are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation.

(b) Landlord agrees that any Pledged Rental Car Fees received by Landlord in excess of what is determined by Landlord to be needed to pay annual debt service on the Bonds (the "**Excess Fees**") shall be used only as permitted by NRS 244A.860(3) and the Interlocal Agreement. Landlord agrees that, subject to paragraph (a) immediately next above, Landlord's manager shall, in the budget presented to the governing body of Landlord for each of Landlord's fiscal years, show (i) any Excess Fees as being used for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement that are set forth in the Operating Budget and (ii) any other obligations of Landlord under this Lease which have a fiscal requirement on Landlord.

(c) Landlord shall pay Tenant any Excess Fees on a quarterly basis. Tenant agrees that any Excess Fees it receives from Landlord will be used first to pay all amounts necessary to satisfy all of Tenant's obligations under Tenant's credit facility. After Tenant's credit facility has been fully repaid, Tenant agrees that any additional Excess Fees it receives from Landlord will be used to pay to Landlord the sum of Twenty Million Dollars ($20,000,000) plus the amount of the City Contingency Amount to the extent actually expended and used pursuant to Section 6.2(b) and Section 6.2(c) of the Design and Construction Agreement (provided such amount shall not exceed Five Million Dollars ($5,000,000) in any event) (the "**City Reimbursement Amount**"), as reimbursement for funds that Landlord contributed for the construction of the Primary Theater Project on Tenant's behalf; provided, however, that Tenant shall not have to pay to City the City Reimbursement Amount to the extent that City has refinanced the Bonds and in connection therewith has been reimbursed for the City Reimbursement Amount or portion thereof. Thereafter, Tenant shall be free to use the Excess Fees for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement.

6.4 Annual Operating Budget. Tenant agrees that no later than February 1 of each year Tenant shall submit to Landlord an operating budget for the performing arts center for the twelve (12) month period commencing on the next July 1 (the "**Operating Budget**") showing in

detail reasonably acceptable to Landlord, Tenant's projected operating costs and revenues for such calendar year. Such budget shall set forth the amount of Excess Fees Tenant projects to use during such twelve (12) month period.

6.5 Interlocal Agreement. Pursuant to NRS Section 244A.860 and the Interlocal Agreement, Landlord assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the performing arts center and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof. Pursuant to NRS Section 244A.860 and subject to and in accordance with the terms of this Lease, Landlord hereby delegates to Tenant, and Tenant hereby assumes from Landlord all responsibility for the design, equipment, operation and maintenance of the performing arts center and PAC agrees to use the Pledged Rental Car Fees that it receives from Landlord to pay the costs associated with such obligations.

SECTION 7
ALTERATIONS

Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements to the Premises (collectively "**Alterations**") without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned, including, without limitation, any Alterations to the exterior of the Premises (including signage). Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld) prior to bidding any construction of the Alterations (except for Minor Alterations), a complete set of plans and specifications for the proposed Alterations (except for Minor Alterations), copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this **Section 7** promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design,

sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338.

SECTION 8
UTILITIES

Landlord and Tenant acknowledge that this Lease is intended to be a fully net lease and that Tenant shall be responsible for all repairs required to the Premises and for the provision of all utilities at the Premises, including, but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises.

SECTION 9
PARKING FACILITIES AND COMMON AREAS

9.1 Offsite Parking.

(a) At all times during the Lease Term, Landlord shall provide to Tenant, and to its agents, employees, servants, contractors, tenants, licensees, customers, and business invitees (collectively, the "**Tenant Parties**"), the use of 1,200 parking spaces in Union Park (the "**Parking Facilities**"). At all times during the Lease Term when Landlord or one of its affiliates owns the real property on which the Parking Facilities are located (collectively, the "**Parking Property**"), or any portion thereof, such Parking Facilities, or applicable portion thereof, (i) shall be for the use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events; and (ii) may be used by Tenant and the Tenant Parties in a nonexclusive manner at all other times while the Parking Facilities are open. At all times during the Lease Term when Landlord or one of its affiliates does not own the Parking Property, or any portion thereof, such Parking Facilities, or applicable portion thereof, shall be for the nonexclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events. Notwithstanding anything herein to the contrary, concurrent with the execution of this Lease, Landlord and Tenant shall enter into a parking license agreement, in form and substance reasonably acceptable to Landlord and Tenant, whereby Landlord grants Tenant and the Tenant Parties the exclusive right to use the Parking Facilities, however they may be comprised in light of bonding requirements, on weekends and after business hours on weekdays only during events. The Parking Facilities will be subject to reasonable rules and regulations as Landlord or private parking garage owners, as applicable, may from time to time impose. At all times during the Lease Term, Landlord shall use commercially reasonable efforts

to provide the Parking Facilities in a location which is reasonably close in proximity to the front door of the performing arts center. Landlord intends to initially provide the Parking Facilities to Tenant at the location substantially consistent with Exhibit "F" attached hereto ("**Initial Parking Facilities**"). At all times during the Lease Term and during which Landlord or one of its affiliates owns the Parking Property, or any portion thereof, Landlord shall (A) keep and maintain in good order, condition and repair such Parking Facilities; and (B) shall manage, or shall utilize the services of a parking management company to manage, such Parking Facilities located thereon to ensure and enforce the exclusive parking rights granted to Tenant and the Tenant Parties hereby.

(b) During the first five (5) years following the Commencement Date ("**Initial Parking Term**"), Landlord shall provide the Parking Facilities to Tenant and the Tenant Parties at no charge to the Tenant or the Tenant Parties, provided that Tenant does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. At the end of the Initial Parking Term, Landlord agrees to consider a request from Tenant in its Operating Budget for Landlord to continue to provide the Parking Facilities free of charge for another five (5) year period provided that Tenant again does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. Following expiration of the Initial Parking Term and in the event that Landlord does not agree to continue to provide the Parking Facilities free of charge, Landlord shall be permitted to charge a fee to the Tenant Parties for use of the Parking Facilities, provided that such charge shall not exceed the reasonable going market rate for parking in downtown Las Vegas, Nevada.

(c) Tenant acknowledges and agrees that Landlord is developing, or causing to be developed, Union Park for other commercial, residential, and entertainment uses. Tenant hereby agrees that as construction on Union Park progresses that Landlord shall have the right to relocate the Parking Facilities to locations on Union Park other than the location identified as the Initial Parking Facilities ("**Substitute Parking Facilities**") so long as the requirements and conditions set forth in subsections (a) and (b) above are satisfied. Landlord agrees to give Tenant no less than ninety (90) days notice prior to any relocation of any Parking Facilities to Substitute Parking Facilities. Tenant acknowledges that the Substitute Parking Facilities may be in the form of surface parking, parking in a structured garage, or a combination thereof. Landlord shall use commercially reasonable efforts to provide the Substitute Parking Facilities at a location which is reasonably close in proximity to the front door of the performing arts center. Tenant agrees that such relocation may require Landlord to charge a fee to Tenant for use of the Substitute Parking Facilities, subject to the terms specified in subsection (b) above.

(d) In the event Landlord relocates City Hall to Main Street (across the railroad tracks from Union Park) at the location currently planned for City Hall, Landlord shall make available to Tenant and the Tenant Parties the parking garage related to or on the City Hall site as Parking Facilities subject to the requirements set forth in this Section; provided, however that such parking garage shall not constitute Parking Facilities hereunder until such time as, and only for such period as, pedestrian access reasonably acceptable to Tenant connecting such parking garage to Union Park is open to the public. Tenant agrees that nothing contained in this Lease or otherwise creates any agreement or obligation whatsoever on the part of Landlord or any department, employee or agent of Landlord to construct City Hall or any other building or

project within Union Park except as otherwise provided in the Design and Construction Agreement.

(e) In the event that Landlord desires to convey or lease the Parking Property, any portion thereof, or any real property on which Landlord intends that the Parking Facilities, or any portion thereof, be located, to a party other than one of Landlord's affiliates, Landlord agrees that such real property will be conveyed or leased, as applicable, subject to a covenant running with such real property requiring the transferee or tenant thereof, as applicable, to provide Tenant and the Tenant Parties with the Parking Facilities and otherwise comply with the terms and provisions of this **Section 9** hereof.

9.2 Access to Parking Facilities. Landlord hereby grants to Tenant and the Tenant Parties a non-exclusive irrevocable license, at no cost or expense to Tenant or any Tenant Party, to traverse Union Park in order to drive in, through and out of the Parking Facilities to and from any public street. Additionally, Landlord shall cause the Union Park Master Association and/or other applicable property owners to grant to Tenant and the Tenant Parties a non-exclusive irrevocable license, at no cost or expense to Tenant or any Tenant Party, to traverse Union Park in order to travel between the Premises and the Parking Facilities along sidewalks and pathways.

SECTION 10
TAXES

10.1 Real Property Taxes and Assessments. Tenant shall pay or cause to be paid all taxes and assessments as they come due which (i) are or may become a lien on the Premises or which are assessed against or imposed upon the Premises or (ii) are charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall furnish Landlord with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days following Landlord's request therefor. Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any asserted tax or assessment so long as (a) such contest is diligently pursued, and (b) Landlord reasonably determines, in its subjective opinion, that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

10.2 Taxes Related to Tenant Activities. Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Premises. Within ten (10) business days of written demand from

Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

10.3 Landlord Receives Statement or Bill. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 11
MAINTENANCE AND REPAIRS

11.1 No Landlord Repairs. Landlord shall have no responsibility or liability for failure to supply any services or maintenance or to make any repairs on the Premises. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by or in connection with the Premises, or any appurtenances thereto, being out of repair or by bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any occupant of the Premises, or of any other person other than those caused by Landlord or any Landlord Party.

11.2 Tenant Repairs.

(a) Tenant shall keep and maintain in good order, condition and repair (including, without limitation, any such replacement and restoration as is required for that purpose) the Premises, every part thereof and any and all appurtenances thereto wherever located, including, without limitation, all repairs and replacements, structural and nonstructural, foreseen and unforeseen, which are necessary to maintain and preserve the Premises in good condition and operation. All repairs shall be made in accordance with all Applicable Laws, including NRS Chapter 338, promptly, efficiently, and in a good workmanlike manner. Tenant agrees to provide Landlord a schedule of regular maintenance and repair that Tenant shall undertake in connection with the Premises. Landlord shall have the right to conduct an annual inspection of the Premises to determine Tenant's compliance with this **Section 11.2** and Tenant agrees to cooperate in such annual inspection.

(b) If Tenant fails to maintain or repair the Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred

in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand. Tenant agrees that, provided that Landlord has followed the procedures set forth in this subsection (b) for the exercise of Landlord's right to cure Tenant's failure to maintain or repair the Premises, Landlord shall be entitled to apply any Excess Fees to pay the costs of such maintenance or repair or to reimburse Landlord for such costs incurred by Landlord.

SECTION 12
LIENS

Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "Charge") against or upon the Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefore.

SECTION 13
INSURANCE

13.1 Maintain Insurance Policies. Tenant shall, at Tenant's expense, maintain in force and effect on the Premises at all times the following insurance:

(a) Insurance against loss or damage to the Premises by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" or "special form" form of insurance policy. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost (insurable value) of the Premises. The full replacement cost shall be determined by Landlord and Tenant annually upon renewal of the insurance policy to ensure compliance with the foregoing requirement throughout the Lease Term; provided that the full replacement cost of the Premises shall be established by an MAI appraisal every five (5) years during the Lease Term. Absent such adjustment, each policy shall contain such terms as are necessary to insure that the policy limit will be increased over time to reflect the effect of inflation. Full replacement cost, as used herein, means, with respect to the Premises, the cost of replacing the Premises without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Tenant shall also maintain insurance against loss or damage to furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Premises and owned by Tenant from time to time, to the extent applicable, in the amount of the cost of replacing the same, in each case, with such coverage as is necessary to insure that the amount will be increased over time to reflect the effect of inflation, or annual valuation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to Landlord's approval. The maximum deductible shall be $100,000.00 or such other amount that is acceptable to Landlord based on its assessment of market conditions as the same shall apply to properties similar to the Premises.

(b) Commercial general liability insurance against claims for personal injury, bodily injury, death and Premises damage occurring on, in or about the Premises in amounts not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than $2,000,000.00. During any construction on the Premises, Tenant's general contractor for such construction shall also provide the insurance required in this subsection (b). Landlord hereby retains the right to periodically review the amount of said liability insurance being maintained by Tenant and to require an increase in the amount of said liability insurance should Landlord deem an increase to be reasonably prudent under then existing circumstances.

(c) Boiler and machinery insurance is required if steam boilers or other pressure-fired vessels are in operation at the Premises. Minimum liability coverage per accident must equal the greater of the replacement cost (insurable value) of the Premises housing such boiler or pressure-fired machinery or $2,000,000.00. If one or more HVAC units that serve(s) all or a material part of the Premises is in operation at the Premises, "Systems Breakdowns"

coverage shall be required, as determined by Landlord. Minimum liability coverage per accident must equal the value of such unit(s).

(d) If the Premises or any part thereof are situated in an area now or subsequently designated by the Federal Emergency Management Agency ("FEMA") as a special flood hazard area (Zone A or Zone V), flood insurance in an amount equal to the lesser of: (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis or (ii) the maximum insurance available under the appropriate National Flood Insurance Administration program. The maximum deductible shall be $100,000.00 per building or a higher minimum amount as required by FEMA or other Applicable Laws.

(e) During the period of any construction, renovation or alteration of the Premises which exceeds $50,000.00, at Landlord's request, a completed value, "All Risk" Builder's Risk form, or "Course of Construction" insurance policy in non-reporting form with replacement cost and no co-insurance, in an amount approved by Landlord, may be required. During the period of any construction of any addition to the existing Premises, a completed value, "All Risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Landlord, shall be required.

(f) When required by Applicable Laws, ordinance or other regulation, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state in which the Premises is located.

(g) Such other insurance on the Premises or on any replacements or substitutions thereof or additions thereto as may from time to time be required by Landlord against other insurable hazards, casualties or matters, but only to the extent such matters at the time are commonly insured against in the case of Premises similarly situated, including, without limitation, earthquake and law and ordinance insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

(h) All such insurance shall (i) be with insurers fully licensed and authorized to do business in Nevada and which insurers, unless otherwise approved in writing by Landlord, shall have and maintain a "General Policyholders' Rating" of "BBB" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion; (ii) contain the complete address of the Premises (or a complete legal description); (iii) be for terms of at least one year with premium prepaid; (iv) be subject to the approval of Landlord as to insurance companies, amounts, content, forms of policies, method by which premiums are paid and expiration dates; (v) contain deductibles which do not exceed $100,000.00 or an amount subject to Landlord's approval (except that the deductible with respect to the policy described in clause (d) above, shall not exceed $100,000.00 or a higher minimum amount as required by FEMA or other Applicable Laws); and (vi) include a standard, non-contributory, Landlord clause naming Landlord as an additional insured under all liability insurance policies and as the owner of the Premises on all Premises insurance policies.

13.2 Certificates of Insurance. Insurance required to be maintained by Tenant hereunder shall be in companies duly authorized to do business in Nevada holding a "General Policyholders' Rating" of "BBB" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord of such cancellation. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by the insurer or Tenant shall require not less than thirty (30) days prior written notice to Landlord. If Tenant fails to maintain any insurance coverage as required by this Lease, Landlord may, without declaring Tenant in default of this Lease, procure any such insurance coverage. In such case, Tenant shall reimburse Landlord within thirty (30) days of demand for all costs incurred in obtaining such insurance. Tenant agrees that Landlord shall be entitled to apply any Excess Fees to pay the costs of procuring such insurance coverage in the event Tenant fails to reimburse Landlord within such thirty (30) day period.

13.3 Waiver of Rights of Recovery. Tenant hereby waives any and all rights of recovery from Landlord, its stockholders, directors, officers, partners, managers, members, agents and employees for any loss or damage, including, without limitation, consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by Tenant hereunder.

13.4 Waiver of Subrogation. Provided it does not violate any Applicable Laws or regulations or jeopardize Tenant's insurance coverage(s), each policy of property insurance (and to the extent obtainable with respect to public liability insurance) provided for in this Section shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against both Landlord and Tenant, and their stockholders, directors, officers, partners, members, managers, agents and employees. All such policies carried by Tenant shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Anything contained herein to the contrary notwithstanding the amounts of all insurance required hereunder to be paid by Landlord or Tenant shall be not less than an amount sufficient to prevent the applicable party from becoming a co-insurer.

13.5 No Prohibited Items or Use. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 14
DESTRUCTION OF PREMISES; CONDEMNATION

14.1 Minor Damage. Should the Premises or any portion thereof be damaged or destroyed by any cause whatsoever ("**Damaged**") which Damage is assessed in an amount less than One Million Dollars ($1,000,000) ("**Minor Damage**"), Tenant shall provide Landlord with prompt written notice of the same and shall promptly repair, reconstruct and restore (collectively, "**Repair**") such Minor Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338. Tenant may, without the prior written consent of Landlord, settle, compromise or adjust or apply any insurance or other claim so long as the amount of the claim (but not the settlement or compromise thereof) is less than $1,000,000. Landlord and Tenant agree that any insurance proceeds payable in connection with Minor Damage shall be payable directly to Tenant to be used for such Repair and Landlord shall have no claim whatsoever to such proceeds. All repair undertaken by Tenant shall be in compliance with **Section 12** hereof. Such dollar amounts contained in this **Section 14.1** shall be increased by the applicable CPI-U Percentage Increase on the first day of each year during the Lease Term (in each case, an "**Adjustment Date**").

14.2 Major Damage.

(a) Should the Premises or any portion thereof be Damaged which Damage is assessed in an amount of One Million Dollars ($1,000,000) or more ("**Major Damage**"), Tenant shall provide Landlord with prompt written notice and, subject to the provisions of this **Section 14.2**, promptly Repair such Major Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338. In the event that the amount of the claim (but not the settlement or compromise thereof) is $1,000,000 or more, Tenant may not settle, compromise or adjust or apply any insurance or other claim without Landlord's prior written consent, which consent shall not be unreasonably withheld. Upon the occurrence and during the continuation of a Tenant Event of Default, Landlord shall have the sole right to settle, compromise or adjust any insurance or other claim related to Major Damage of the Premises in such manner as Landlord may determine, and for this purpose, Landlord may, in its own name or in the name of Tenant, take such action as Landlord deems appropriate. Such dollar amounts contained in this **Section 14.2(a)** shall be increased by the applicable CPI-U Percentage Increase on the Adjustment Date.

(b) Landlord and Tenant agree that any insurance proceeds payable in connection with Major Damage to the Premises shall be payable directly to Landlord to be used pursuant to and in accordance with this **Section 14.2**. Subject to the satisfaction or waiver of the Restoration Conditions, Landlord shall disburse such insurance proceeds to Tenant as necessary to pay for the Repair of the Major Damage to the Premises on a monthly construction draw basis with a ten percent (10%) retention which retention will be disbursed to Tenant upon presentation to Landlord that such Repair has been completed on a lien free basis. For purposes of this **Section 14.2(b)**, the term "**Restoration Conditions**" means: (i) Tenant shall have delivered written notice to Landlord of its intention to commence Repair of the Major Damage to the Premises within sixty (60) days from the date that Landlord provides Tenant with notice that the

condition in subsection (ii) below has been satisfied; (ii) all insurance proceeds shall have been deposited with Landlord; (iii) Tenant shall have deposited with Landlord in the form of cash, letter of credit or other assets approved by Landlord the amount necessary, if any, to pay the difference between the cost of such Repair for the Premises and the amount of such insurance proceeds; (iv) Tenant shall have delivered to Landlord a budget of all costs of such Repair for the Premises which budget is reasonably acceptable to Landlord; and (v) Landlord and all applicable governmental agencies shall have approved the final plans and specifications for such Repair of the Premises, which approval by Landlord shall not be unreasonably withheld.

(c) In the event that following any Major Damage to the Premises, the Restoration Conditions are not satisfied within eighteen (18) months of the occurrence of such Major Damage, then either Tenant or Landlord shall have the right to terminate this Lease upon written notice to the other. In the event that this Lease is terminated pursuant to this Section, the insurance proceeds obtained as a result of such Major Damage shall be distributed as follows: (i) first, to satisfy and fully discharge any Bonds then outstanding; (ii) second, to repay any of Tenant's donors who require repayment in the event that the performing arts center is not operational; (iii) third, to pay for the costs of demolition of the buildings located on the Premises; and (iv) lastly, to Landlord and Tenant in proportion to their respective contributions to the Construction Fund (as defined in the Design and Construction Agreement).

(d) Except as set forth in this **Section 14.2**, Tenant agrees that Landlord shall have no obligation or liability whatsoever to Repair any Damage whatsoever to the Premises.

14.3 Condemnation. Should the whole or any part of the Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the Premises, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this **Section 14.3**, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Premises be condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If a part of the Premises is taken which materially interferes with Tenant's use of the Premises, Tenant shall have the option to terminate this Lease by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease, this Lease shall continue in full force and effect.

SECTION 15
INDEMNIFICATION AND LANDLORD EXEMPTION

15.1 Indemnification and Exemption of Landlord from Liability.

(a) Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord (collectively, the "**Landlord Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "**Losses**") arising from or in connection with any of the following during the

Lease Term (i) Tenant's use of the Premises, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this **Section 15.1(a)** shall survive any termination of this Lease.

(b) The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Premises; (e) the interruption for any reason in the use of the Premises; (f) the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all claims, losses, damages, expenses, penalties and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises; or (x) any act or omission of the Parties (other than Landlord or the Landlord Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are

not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default, nor shall Tenant have any rights at any time to cure any defaults of the Landlord under this Lease.

15.2 Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall be liable for, and Tenant shall not be obligated to indemnify and hold the Landlord Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the Commencement Date or by reason of any act, omission or negligence of the Landlord Parties.

15.3 Landlord Indemnification Obligations. Tenant and its officers, managers, directors, shareholders, members, agents, servants and employees (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with any act, omission or negligence of Landlord. The Parties hereto understand and agree that neither this Section nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this **Section 15.3** provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this **Section 15.3** shall survive any termination of this Lease.

SECTION 16
ASSIGNMENT AND SUBLETTING

16.1 With Respect to Tenant. Tenant shall not assign, transfer or sublet this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Premises, whether by assignment, mortgage, sublease, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

16.2 With Respect to Landlord. During the term of this Lease, Landlord shall not sell, mortgage, pledge, hypothecate, encumber or otherwise transfer, assign or dispose of all or any part of the Premises, this Lease or any interest in the Premises or this Lease.

SECTION 17
PROHIBITION OF LEASEHOLD ENCUMBRANCES

Tenant shall not in anyway pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 18
ESTOPPEL CERTIFICATE

Tenant shall, without charge, within ten (10) business days of any demand therefor by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) business days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within ten (10) business days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Premises and Landlord as Tenant and/or said designee may request. In the event that Landlord fails to execute and/or deliver any such certificate or offset statement to Tenant within said ten (10) business days, Landlord hereby appoints Tenant, its successors and assigns, as attorney-in-fact of Landlord irrevocably to execute and deliver any and all such documents for and on behalf of Landlord.

SECTION 19
DEFAULT

19.1 Tenant's Default. Each of the following events shall be deemed to be events of default by Tenant under this Lease (collectively, "**Tenant Events of Default**"):

(a) Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

(b) Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

(c) Tenant violates the covenant and restriction set forth in **Section 5.2** hereof and such violation continues for more than five (5) days after written notice from Landlord;

(d) Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect;

(e) There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

(f) If Tenant abandons or vacates the Premises for thirty (30) consecutive days or fails to operate the Premises for ninety (90) consecutive days.

19.2 Landlord's Remedies. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

(b) Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Premises, and (ii) enforce any rights Landlord may have against said Premises or store any personal property remaining in the Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Premises, whether of Tenant or any third party whomsoever;

(c) Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

(d) In addition to any other remedies it may have, in the event of a violation of **Section 5.2** by Tenant which remains uncured after five (5) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of such violation which amounts shall be payable by Tenant to Landlord within thirty (30) days from Landlord's written demand therefor; and

(e) In addition, Landlord shall have all other remedies available to Landlord, including, without limitation, the right to enjoin any violation of **Section 5.2** above.

19.3 Termination Requires Specific Notice. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Sections 19.2(a) and 19.2(b), or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

19.4 Remedies Cumulative. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

19.5 No Waiver. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

19.6 Legal Proceedings. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered or (ii) necessary to protect

Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 20
LANDLORD'S DEFAULT

20.1 Landlord's Default. Each of the following events shall be deemed to be events of default by Landlord under this Lease (collectively, "**Landlord Events of Default**"):

(a) Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

(b) Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

(c) Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect; and

(d) Landlord is in breach of or in default under the Bonds and/or any Bond documents in connection therewith and failed to cure such breach or default within any applicable cure period provided therein.

20.2 Tenant's Remedies. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

(b) Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said

costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

SECTION 21
QUIET ENJOYMENT

Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 22
RIGHT OF LANDLORD TO CONVEY PREMISES TO TENANT

22.1 Right of Landlord to Convey Premises to Tenant. Tenant agrees that, following the satisfaction and full discharge of the Bonds, Landlord, in Landlord's sole and absolute discretion, shall have the right to convey to Tenant all of Landlord's right title and interest in the Premises in consideration of $1.00. In the event Landlord desires to exercise its right to convey the Premises to Tenant, Landlord shall give Tenant ninety (90) days written notice of its intent to convey the Premises to Tenant. To be effective, such notice shall be accompanied by a current title report on the Premises, together with a legible copy of every document shown as an exception or requirement thereto. Tenant shall have the right to review and approve such title report and exceptions during such 90-day period provided that (i) such approval shall not be unreasonably withheld (if Tenant's disapproval is based on a monetary encumbrance not created by Tenant or as a result of Tenant's actions, such disapproval shall be deemed reasonable); and (ii) Tenant shall not have the right to disapprove of any title matters created by Tenant or resulting from Tenant's actions. If Tenant notifies Landlord that it approves of the status of title during such 90-day period, Landlord shall promptly convey the Premises to Tenant by the execution and recordation of a customary grant, bargain and sale deed (the "**Deed**") and the execution and delivery to Tenant of such bills of sale and other transfer documents as may be reasonably required by Tenant to transfer the Premises to Tenant (collectively with the Deed, the "**Transfer Documents**"). Upon the recordation of the Deed and the delivery to Tenant of the other Transfer Documents, this Lease shall automatically terminate and be of no further force and effect, provided, however, that the following shall survive any such termination of the Lease: (a) any and all indemnity obligations set forth in Sections 5.4 and 15 of this Lease in connection with anything occurring prior to the termination of the Lease; (b) Landlord's obligations to provide Tenant with the use of parking facilities and access thereto pursuant to and in accordance with **Section 9** of this Lease; and (c) all of Tenant's and Landlord's other rights and obligations set forth in **Sections 4.2, 6.3(b), 6.4, 6.5** and **Section 9** of this Lease. Upon the request of Tenant, Landlord shall, concurrently with the execution and delivery to Tenant of the Transfer Documents, enter into a separate agreement in recordable form with Tenant stating the rights and obligations set forth above which are to survive any termination of this Lease pursuant to this

Section, the form of which shall be reasonably acceptable to Tenant. Such separate agreement may be recorded against the real property on which the Parking Facilities or Substitute Parking Facilities, as applicable, are located provided that City is the owner of such real property. Landlord agrees that such conveyance shall be at no expense to Tenant including recording fees, conveyance taxes and other transfer charges.

SECTION 23
REPRESENTATIONS AND WARRANTIES

23.1 Landlord's Representations and Warranties. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

(b) Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Landlord possesses good and marketable fee simple title to the Premises;

(d) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Premises is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(e) Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Premises.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Premises.

23.2 Tenant's Representations and Warranties. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) Tenant is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) or Section 509(a) of the Tax Code.

(b) Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 24
MISCELLANEOUS

24.1 Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

24.2 Force Majeure. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

24.3 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to Landlord:	City of Las Vegas, Nevada 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Manager Facsimile No.: (702) 388-1807
With a copy to:	City Attorney 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Attorney Facsimile No.: (702) 386-1749
If to Tenant:	Las Vegas Performing Arts Center Foundation 241 West Charleston Blvd., Suite 111 Las Vegas, Nevada 89102 Attention: President Facsimile: (702) 614-0205
With a copy to:	Kim Sinatra, Esq. 3131 Las Vegas Boulevard South Las Vegas, Nevada 89109 Facsimile: (702) 770-1520
and	Brownstein Hyatt Farber Schreck, LLP 100 City Parkway, Suite 1600 Las Vegas, NV 89106-4614 Attention: Angela Turriciano Otto Facsimile No.: (702) 382-8135

Notice shall be deemed to have been given when received by the addressee; provided, however, that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

24.4 Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the parties

hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

24.5 Partial Invalidity. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.6 Time is of the Essence. Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

24.7 Entire Agreement. Except as expressly stated in **Section 5.4** of this Lease and except with respect to Landlord's environmental insurance obligations set forth in Section 3B(g) of "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement, this Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

24.8 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

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

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

24.11 Recordation. This Lease shall not be recorded. However, the parties agree to execute, acknowledge and record a Memorandum of Lease in the form attached hereto as Exhibit "D" and incorporated herein by this reference. A Memorandum of Termination of Lease in the

form attached hereto as Exhibit "E" shall also be executed and acknowledged by the parties, shall be held by Landlord, and shall be recorded by Landlord upon termination of the Lease.

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

24.13 No Brokers. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

24.14 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This Lease may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

24.15 Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

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

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

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

24.19 Jurisdiction. Each of Landlord and Tenant agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

24.20 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Tenant warrants that it has disclosed, on Exhibit "C" attached hereto, all members of the Board of Directors of Tenant, as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Commencement Date.

"**Landlord**"	"**Tenant**"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

LIST OF EXHIBITS

Exhibit "A"	Depiction of Union Park
Exhibit "B"	Description of Premises
Exhibit "C"	Disclosure of Principals
Exhibit "D"	Form of Memorandum of Lease
Exhibit "E"	Form of Memorandum of Termination of Lease
Exhibit "F"	Location of Initial Parking Facilities

Exhibit "A" – Depiction of Union Park

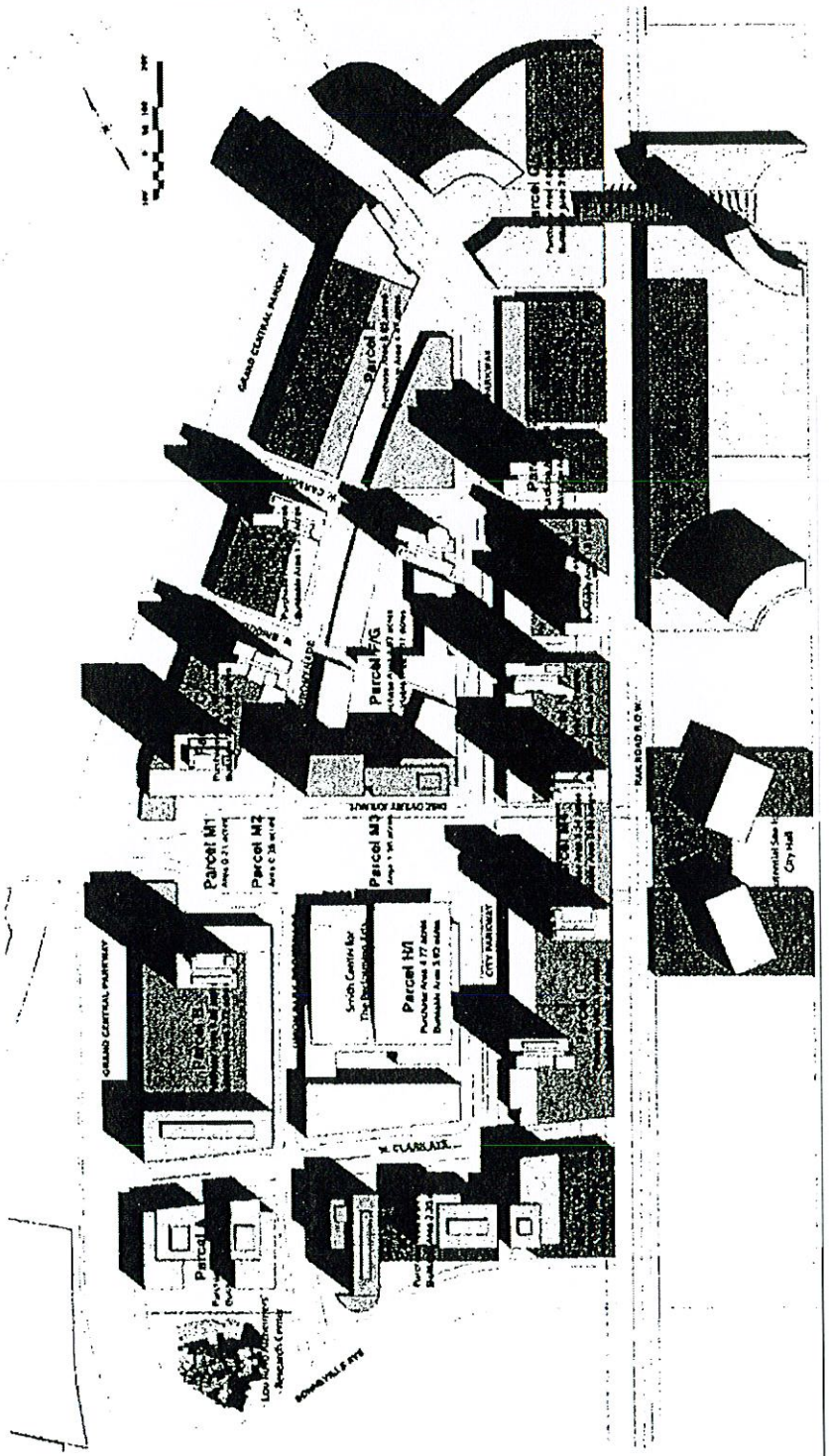

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EXHIBIT "B"

DESCRIPTION OF PREMISES

[TO BE PROVIDED UPON EXECUTION OF LOA]

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS

[TO BE PROVIDED UPON EXECUTION OF LOA]

EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

Las Vegas Performing Arts Center Foundation
241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Attention: President

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of the ____ day of _____, 20___ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, whose business address is 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: City Manager ("**Landlord**"), and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, whose business address is 241 West Charleston Blvd., Suite 111, Las Vegas, Nevada 89102, Attention: President ("**Tenant**").

A. **WHEREAS**, Landlord owns certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**" and, together with all the improvements now or hereafter located thereon and all and singular appurtenances, rights, privileges, and easements thereunto appertaining, the "**Premises**");

B. **WHEREAS**, Landlord and Tenant have entered into that certain Lease and Operating Agreement, dated as of the Commencement Date (the "**Lease**"), to set forth their agreements, obligations and covenants with respect to the lease by Tenant of the Premises; and

C. **WHEREAS**, the parties to this Memorandum desire to enter into this Memorandum to provide public notice of the existence of the Lease, and certain of its terms and conditions.

NOW THEREFORE, the parties hereto do hereby certify as follows:

1. Definition. Except as otherwise provided herein, all capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Term. The term of the Lease commenced on the Commencement Date and shall continue until the earlier of (a) 11:59 p.m. on the ninety-ninth (99th) anniversary of the Commencement Date; or (b) the date that Tenant acquires the Premises pursuant to the terms of the Lease, unless earlier terminated as provided in the Lease.

3. Right to Parking Facilities and Access Rights. Landlord granted Tenant certain rights to use parking facilities in Union Park, as more particularly described and depicted on Exhibit "B" attached hereto and incorporated herein by this reference, and access rights to such parking facilities as more specifically set forth in the Lease.

4. Permitted Successors and Assigns. The Lease is binding upon and inure to the benefits of Landlord and Tenant and each of their respective permitted representatives, successors and assigns.

5. Purpose of Memorandum of Lease. This Memorandum is intended to serve as public notice of the existence of the Lease and of certain terms and conditions contained therein. This Memorandum does not describe or refer to all of the terms or conditions contained in the Lease. This Memorandum does not modify, amend or vary any of the terms or conditions set forth in the Lease. Reference is made to the Lease for further particulars.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed as of the date and year first above written.

"**Landlord**"	"**Tenant**"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 200_ by _____ as _____ of City of Las Vegas, Nevada.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 200_ by _____ as _____ of Las Vegas Performing Arts Center Foundation.

_____
(Signature of Notarial Officer)

_____

(Print Name of Notarial Officer)

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF UNION PARK

EXHIBIT "E"

FORM OF MEMORANDUM OF TERMINATION OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager

TERMINATION OF MEMORANDUM OF LEASE

The City of Las Vegas, Nevada, a _____, as Landlord, and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, as Tenant, are parties to that certain Lease and Operating Agreement (the "Lease"), dated _____, 200__, disclosed pursuant to a Memorandum of Lease which was recorded on _____, 200__ in the Official Records of Clark County, Nevada in Book _____, as Instrument No. _____. Notice is hereby given that the Lease was terminated effective _____, 20__.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Memorandum of Lease to be duly executed as of the date and year first above written.

"Landlord"	"Tenant"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 20__ by _____ as _____ of City of Las Vegas, Nevada.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 20__ by _____ as _____ of Las Vegas Performing Arts Center Foundation.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

Exhibit "F"
Location of Initial Parking Facilities



AMENDED AND RESTATED AGREEMENT
TO DESIGN, CONSTRUCT AND LEASE A PERFORMING ARTS CENTER

This Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center ("Agreement") is made as of the 16th day of May, 2007 (the "Execution Date"), by and among Las Vegas Performing Arts Center Foundation, a Nevada non-profit corporation ("PAC"), City Parkway V, Inc. ("CP"), a Nevada not-for-profit corporation and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City", and collectively, the "City Parties") (City Parties and PAC are individually and collectively herein referred as the "Party(ies)"):

RECITALS

WHEREAS, CP is the owner of certain real property consisting of an approximately 61-acre site located in the Parkway Center commercial subdivision in downtown Las Vegas, Clark County, Nevada and depicted on the Union Park Map attached hereto as Exhibit "A" ("Union Park"); and

WHEREAS, PAC is a 501(c)(3) organization dedicated to developing, building and operating a performing arts center campus in the boundaries of the City which will benefit the residents of City and Southern Nevada and foster the growth of cultural amenities and economic development in City and the region; and

WHEREAS, CP, on behalf of City, desires to develop Union Park for the vital and best interests of City, and the health, safety, morals and welfare of its residents which are in accord with the public purposes and provisions of applicable federal, state and local laws and requirements; and

WHEREAS, the Parties entered into that certain Agreement to Design, Construct, and Lease a Performing Arts Center ("Original Agreement") on December 27, 2005, in order to set forth the specific terms and conditions by which City and PAC would develop, lease and operate such performing arts center on a site within Union Park as identified in the Original Agreement; and

WHEREAS, the Parties now mutually desire to design, develop and build a performing arts campus in several phases on a different site consisting of approximately 4.77 acres ("PAC Campus Site") as defined herein, in order to finance individually each phase with distinct

funding sources as further defined hereinafter, including the Primary Theater (hereinafter defined) and Secondary Theater (hereinafter defined), and the Commercial Projects (hereinafter defined); and

WHEREAS, the Parties mutually desire to enter into this Agreement in order to amend and restate the Original Agreement to reflect the new plan to develop the PAC Campus Site; and

WHEREAS, City shall cause CP to convey to City the site on which the Primary Theater portion of such performing arts center campus project will be developed pursuant to this Agreement at such time as to permit City to perform its obligations under this Agreement; and

WHEREAS, pursuant to Subsection 1 of Section 3 of Chapter 15, Statutes of Nevada of the 20th Special Session (2003) (the "Act"), the Board of County Commissioners (the "Board") of Clark County Nevada, a political subdivision of the State of Nevada ("County"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "Rental Car Fee"); and

WHEREAS, the monies received by the County from the Rental Car Fee other than those required to be used for the culinary and hospitality academy (the "Pledged Rental Car Fees") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, PAC shall design, develop and build as a first phase a Primary Theater which shall be funded, in part, by the Pledged Rental Car Fees as stated herein; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and City (pursuant to City Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and 244A.019, respectively, and it is contemplated by the Parties that that such performing arts center authorized to be financed in County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, City and County intend that City issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of City authorizing the issuance thereof (collectively, the "Bond Ordinance") in order to fund, in

part, the acquisition, establishment, construction or expansion of the Primary Theater Project (defined below) (which will be located in County) and otherwise to use all proceeds of the Pledged Rental Car Fees distributed to City to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, City and County have entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Center (as amended, the "Interlocal Agreement") whereby County will provide to City the proceeds of the Pledged Rental Car Fees to enable City to use all proceeds of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain a performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement; and

WHEREAS, and as a result thereof the Parties desire to enter into this Agreement setting forth terms and conditions (i) whereby the Primary Theater Project will be designed, financed, constructed and ultimately leased to PAC, and (ii) whereby the Secondary Theater and the Commercial Projects will be designed, constructed, and operated by PAC and financed by PAC through a funding source or sources distinct and separate from a General Obligation bond issue or other indebtedness of the City; and

WHEREAS, Subject to the terms and conditions set forth in this Agreement, CP or the City shall enter into separate disposition and development agreements whereby the Secondary Theater Site (hereinafter defined) and the Commercial Sites (hereinafter defined) are to be sold to PAC for a nominal fee, subject to re-entry by the City Parties in the event of nonperformance by PAC as more particularly described within such disposition and development agreements.

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

ARTICLE 1
DEFINITIONS

Section 1. Effect of Agreement and Definitions. The Parties hereby agree that this Agreement shall supersede in all respects the Original Agreement and the Original Agreement is of no further force and effect. PAC agrees that any rights of PAC in the land subject to the Original Agreement are hereby extinguished. Unless otherwise defined herein, the capitalized terms used herein have the meanings ascribed to those terms in this Section:

"Act" shall have the meaning set forth in eighth Recital.

"Architect" means the architect of record for the design and construction administration of the Primary Theater Project as selected pursuant to Section 4 below.

"Architect Agreement" means the agreement with the Architect for the design and construction administration of the Primary Theater Project.

"Bidding Requirements" means (i) Chapters 332, 338 and 339 of the NRS and (ii) any other Requirements applicable to the bidding and award of the Construction Contract.

"Bonds" means City issued general obligation notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees in order to fund, in part, the acquisition, improvement, construction, equipment or expansion of the Primary Theater Project and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof.

"Bond Costs" means the costs, fees and expenses incurred in connection with the issuance of any Bonds, including, but not limited to, (i) rating agency and other financing fees, (ii) the fees and disbursements of bond counsel, (iii) any underwriter's discount, (iv) the fees and disbursements of any financial advisors, (v) all costs of preparing and printing the Bonds, the preliminary official statement, the final official statement and all other documentation supporting issuance of the Bonds, and (vi) any other issuance costs of a similar nature incurred in connection with issuance of Bonds.

"Bonds Net Proceeds" means the original proceeds of any Bonds less Bond Costs.

"Bond Ordinance" shall have the meaning set forth in the tenth Recital.

"Campus Site Plan" shall have the meaning set forth in Section 3.1 of this Agreement.

"City" shall have the definition set forth in the first paragraph of this Agreement.

"City Construction Fund Contribution" means (i) the Bonds Net Proceeds and (ii) any Pledged Rental Car Fees received by City after the issuance of the Bonds but prior to Final Completion in excess of what is determined by City necessary to pay annual debt service on the

Bonds and establish a reserve in an amount determined by City, provided that the amount of such reserve shall not exceed the combined maximum annual debt service on the Bonds then outstanding (the "Reserve").

"City Default" shall have the meaning set forth in Section 10.3.

"City Project Representative" means that person designated by City pursuant to Section 2.4 hereof to serve as its representative and primary point of contact in connection with all matters relating to this Agreement.

"City Obligations" means those obligations of City as set forth in the Environmental Exhibit.

"City Work" means all those items to be designed, engineered, constructed or completed by City in connection with the PAC Campus Project as set forth in Article 7 below, including, without limitation, the City Obligations.

"City Work Cost" means all costs of the design, engineering, construction and completion of City Work.

"Completion Approvals" means that the Governmental Authority that has authority for any element of the Primary Theater Project has approved the construction of such element as being complete in accordance with all applicable Requirements.

"Commercial Projects" means projects of a commercial nature, including, without limitation, retail, office and residential.

"Commercial Site" means a portion of the 4.77-acre site to be defined by the Parties subsequent to the execution of this Agreement which is sufficient in size and orientation to construct the Commercial Projects as mutually agreed in writing by the Parties.

"Completion Bond(s)" means completion and performance bonds insuring performance of the completion of the Primary Theater Project as more fully described in Section 5.1 below.

"Construction Contract" means the contract awarded for the construction of the Primary Theater Project as more fully described in Article 5 below.

"Construction Documents" means documents based on the approved Design Development Documents and latest Primary Theater Project Budget which set forth in detail the requirements for construction of the Primary Theater Project. The Construction Documents shall include drawings and specifications to establish the quality levels of materials and systems required for the Primary Theater Project and shall be in such detail and format to allow City to

bid the Primary Theater Project pursuant to the Bidding Requirements.

"Construction Fund" means the sum of (i) the City Construction Fund Contribution and any earnings thereon and (ii) the PAC Construction Fund Contribution and any earnings thereon.

"Contractor" means the general contractor awarded the bid for the construction of the Primary Theater Project pursuant to this Agreement.

"County" shall have the meaning set forth in the seventh Recital.

"CP" shall have the definition set forth in the first Recital.

"Default Rate" shall have the meaning set forth in Section 10.2(a).

"Design Development Documents" means design documents which shall include a Site Plan, grading plan, floor plans, elevations with key details, landscape and streetscape, material, finishes and colors, site signage, refined 3-D massing, solar shading, and a LEED checklist with explanation, all of which are based on the approved Schematic Design Documents illustrating and describing the refinement of the Primary Theater Project.

"Determine", "Determined", "Approve", "Approved", "Estimate" or "Estimated" shall mean a reasonable determination, approval or estimate by a Party made pursuant to this Agreement. If a Party disagrees with any such determination or estimate by the other Party, the Party disagreeing is entitled to resolve such dispute in accordance with the provisions of Article 10 hereof.

"Environmental Condition" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Environmental Exhibit" means Exhibit "B" attached hereto setting forth the Parties' obligations with respect to environmental remediation of the Project Site.

"Environmental Laws" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Excess Fees" means any Pledged Rental Car Fees received by City after the issuance of the Bonds in excess of what is determined by City to be needed to pay annual debt service on the Bonds and establish a reserve in an amount determined by City, provided that the amount of such reserve shall not exceed the combined maximum annual debt service on the Bonds then outstanding.

"Final Completion" means (i) the completion of the construction of the Primary Theater Project in accordance with the Construction Documents, as evidenced by the issuance of all

applicable Completion Approvals, together with a certification by the Architect that the Primary Theater Project has been completed in accordance with the Construction Documents and all applicable Requirements, (ii) all undisputed amounts due in connection with the development and construction have been paid in full or in City's Determination the remaining balance, if any, in the Construction Fund will be sufficient to pay all remaining amounts due, (iii) all claims relating to the Construction Contract or otherwise relating to the Primary Theater Project are resolved or in City's Determination will be resolved on a satisfactory basis such that the remaining balance, if any, in the Construction Fund will be sufficient to pay any remaining claims, (iv) delivery to City of evidence Approved by City that the Project has been completed on a lien-free basis and (v) there is no outstanding or threatened litigation between any of City, PAC, the Architect or the Contractor.

"Final Contract Project Cost" means the sum of (i) the total final bid pursuant to the Construction Contract, including all contingencies and fees, plus (ii) the estimated fees payable to the Architect in connection with the construction of the Primary Theater Project through Final Completion, and plus (iii) any other estimated costs to be incurred in connection with the Project through Final Completion other than those costs which, pursuant to the terms hereof, shall not be paid out of the Construction Fund.

"Future Phase" means the development phase during which PAC, either itself or with the assistance of a third party developer, shall design, finance, and construct the Secondary Theater or a Commercial Project.

"Future Phase DDA" means that Disposition and Development Agreement in the form attached hereto as Exhibit "H".

"Future Phase DDA Conditions" shall have the meaning set forth in Section 4.8.

"Future Phase DDA Execution Notice" shall have the meaning set forth in Section 4.9.

"Future Phase Notice" shall have the meaning set forth in Section 4.7 below.

"Future Phase Development Plan" shall have the meaning set forth in Section 4.7 below.

"Future Phase Development Schedule" shall have the meaning set forth in Section 4.7 below.

"Future Phase Site" means the site within the PAC Campus Site on which a Future Phase is to be developed.

"Governmental Authority" or "Governmental Authorities" means (i) the United States of

America, the State of Nevada, City, the County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Primary Theater Project (or any portion thereof) and (ii) any public utility or private entity which will be accepting and/or approving design and/or construction of any element of the Project.

"Grading Plan" means that Preliminary Grading Plan – Raised Option dated October 20, 2006 prepared by Kimley-Horn of which the CAD file was transmitted to R.J. Reissig of HKS Architects by Thomas Ackeret of Kimley-Horn by a posting to FTP DROPBOX as of November 17, 2006.

"Hazardous Substances" shall have the meaning ascribed to such term in the Environmental Exhibit.

"Interlocal Agreement" shall have the meaning set forth in the thirteenth Recital.

"License Agreement" shall have the meaning set forth in Section 8.1(g).

"LOA" means that Lease and Operating Agreement in the form attached hereto as Exhibit "G".

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Operating Budget" means a projected budget of all the costs and expenses for the operation of the Primary Theater Project by PAC for the first five (5) years.

"Operating Endowment" means that endowment pledged by the Reynolds Foundation to PAC pursuant to that certain Endowment Agreement dated March 17, 2005, as amended.

"Owners' Association" shall mean the Union Park Owners Association formed pursuant to that Community Charter for Union Park for the purpose of owning, managing, and maintaining all common area improvements in Union Park and governing various issues within Union Park, including all governing documents; covenants, conditions and restrictions; the Union Park Design Standards; and rules and regulations created in connection therewith or in any way relating thereto.

"PAC" shall have the meaning set forth in the first paragraph.

"PAC Campus Project" shall mean the Primary Theater Project, and one or more of the Future Phases, which are the Secondary Theater Project and the Commercial Projects.

"PAC Campus Site" means the 4.77-acre site more particularly described and depicted on **Exhibit "C"** attached hereto and includes, without limitation, all surface and subsurface soils and surface water, all water percolating in the surface and subsurface soils, and all underground water.

"PAC Construction Fund Contribution" means the sum of the Final Contract Project Cost minus the City Construction Fund Contribution.

"PAC Default" shall have the meaning set forth in Section 10.1.

"PAC Obligations" shall have the meaning set forth in the Environmental Exhibit.

"PAC Project Representative" means that person designated by PAC pursuant to Section 2.4 hereof to serve as its representative and primary point of contact in connection with all matters relating to this Agreement.

"Party(ies)" shall have the definitions set forth in the first paragraph of this Agreement.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any city or political subdivision thereof.

"Pledged Rental Car Fees" shall have the meaning set forth in the eighth Recital.

"Pre-Construction Costs" shall have the meaning set forth in Section 6.1(a).

"Primary Theater Project" means the building or buildings containing the Primary Theater of no less than 2,000 seats, and any corresponding space (including but not limited to back-of-house space) needed to operate the Primary Theater, whereby such building or buildings shall be designed, constructed and ultimately leased to and operated by PAC pursuant to the LOA.

"Primary Theater Site" means a portion of the 4.77-acre site, to be defined by the Parties subsequent to the execution of this Agreement, which shall be sufficient in size and orientation to construct the Primary Theater Project, the metes and bounds for which shall be approved in writing by the City Parties.

"Private Use Limitation" means that no more than nine percent (9%) of the value of the space in the Primary Theater Project which has been financed with the Bonds can be used by entities other than (i) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and (ii) state and local governments.

"Project Budget" means a budget as revised from time to time setting forth the estimated Projects Costs for the Primary Theater Project.

"Project Contracts" means the Architect's Agreement, the Construction Contract, and all other contracts related to the design and construction of the Primary Theater Project other than contracts between PAC and the Project Manager, PAC Project Representative, cost consultants, theatre consultants and acoustical engineers.

"Project Costs" shall mean all costs and expenses of designing, constructing and equipping the Primary Theater Project but excluding, except as specifically provided in the Environmental Exhibit, all City Work Costs and all other costs which, pursuant to the terms hereof, shall not be paid out of the Construction Fund.

"Project Information" means those studies, reports and other information referenced in Exhibit "D" attached hereto.

"Project Manager" means a project management firm engaged by PAC to represent PAC and City in connection with the design and construction of the Primary Theater Project and to provide project administration, value engineering and estimating services.

"Project Manager Contract" means the contract between PAC and the Project Manager.

"Requirement" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over City, PAC or the Primary Theater Project or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Primary Theater Project, or any vault in or under the Primary Theater Site (including, without limitation, Environmental Laws, the American with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of City and any of the foregoing of any applicable fire rating bureau or other body exercising similar functions); (ii) any temporary or final certificates of completion and/or occupancy issued for the Primary Theater Project or City Work, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried in connection with the design and construction of the Primary Theater Project; (iv) the Union Park Design Standards and (v) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record.

"Rental Car Fee" shall have the meaning set forth in eighth Recital.

"Reserve" has the meaning set forth in the definition of City Construction Fund Contribution.

"Responding Party" shall have the meaning set forth in Section 2.3(a).

"Response Period" shall have the meaning set forth in Section 2.3(b)

"Requesting Party" shall have the meaning set forth in Section 2.3(a).

"Schematic Design Documents" means design documents based on the agreed Primary Theater Project building program which establishes the Site Plan for the entire PAC Campus Site, parking and access, pedestrian access and open space, conceptual elevations, 3-D massing, building program, and a preliminary LEED checklist, in order to illustrate the scale and relationship of the PAC Campus Site building components, including the Primary Theater Site, the Secondary Theater Site and the Commercial Projects site plan, preliminary building plans, sections and elevations.

"Secondary Theater" shall have that meaning set forth in the tenth recital above.

"Secondary Theater Site" means a portion of the 4.77-acre site, to be defined by the Parties subsequent to the execution of this Agreement, which shall be sufficient in size and orientation to construct the Secondary Theater Project.

"Site(s)" means all or any of the Primary Theater Site, the Secondary Theater Site and the Commercial Sites.

"Subdivision Map" shall have the meaning set forth in Section 3.1(b).

"Union Park" has the meaning set forth in the first Recital.

"Union Park Design Review Committee" shall mean the committee, formed by the City Parties in consultation with Newland Communities, LLC, which shall be responsible for reviewing the Schematic Design Documents, the Design Development Documents, and the Construction Documents for the Primary Theater project, and which shall be responsible for reviewing all required design document submittals for the remainder of the PAC Campus Project.

"Union Park Design Standards" shall mean all design standards incorporated in the Site Development Plan Review denoted by Case Number SDR-16267 and approved by the Las Vegas City Council on November 16, 2006, and any future amendments thereto.

"Unresolved Issue" shall have the meaning set forth in Section 10.5(a).

ARTICLE 2

GENERAL INTENT

Section 2.1 General. The Parties agree that the overall purpose of this Agreement is to govern the design, financing, construction and leasing to PAC of the Primary Theater Project, and to govern the disposition of land for, construction of, and development of the Secondary Theater Project and the Commercial Projects. The Parties acknowledge that the overall effort of the development of the Primary Theater Project and the remainder of the PAC Campus Site will take their mutual good faith cooperation and effort.

The Parties hereto agree to cooperate to achieve the objectives hereof by furnishing such information to the other as is Determined necessary by a Party over the term hereof to effectuate the intent and purposes hereof, including, without limitation, any continuing disclosure agreements which may be needed under any Requirements including the Requirements of the United States Securities Exchange Commission.

The Parties agree that the Primary Theater is a public work project as defined in Chapters 338 and 339 of NRS and is subject to all other Requirements governing the construction of public work projects in the State of Nevada. The Parties agree that the Primary Theater Project at all times will remain the property of and owned by City, including, without limitation, all material whether on-site or off-site used in constructing the Primary Theater Project.

Section 2.2 Phased Development of the PAC Campus Site. The Parties have agreed to develop the PAC Campus Site in multiple phases. The Parties shall enter into such amendments and modifications to this Agreement, the Future Phase DDA, and the LOA as may be required to reflect the phasing of the disposition, design, financing and construction of the PAC Campus Site.

(a) Primary Theater Project. The Parties agree that the Primary Theater Project shall contain the following major elements: (i) a theatre containing no less than 2,000 seats, and (ii) necessary space for the back-of-house and associated public spaces containing approximately 80,000 square feet. The Primary Theater Project shall be constructed on the Primary Theater Site and shall be leased to PAC pursuant to the LOA.

(b) Secondary Theater Project. The Parties agree that the Secondary Theater Project shall be constructed on the Secondary Theater Site and in a building phase separate and distinct from the construction of the Primary Theater Project.

(c) Commercial Projects. The Parties agree that the Commercial Projects shall be constructed in building phases separate and distinct from the construction of the Primary Theater Project. PAC shall be required to build or secure sufficient parking either on the PAC Campus Site, or on other sites owned by third parties, which is sufficient to serve the Commercial Projects .

Section 2.3 Approval of a Party. In the event a Party seeks a Determination, Approval or Estimate from the other Party, then the following procedures shall apply:

(a) the Party seeking the Determination, Approval or Estimate ("Requesting Party") shall notify the other Party ("Responding Party") of such request in writing along with all supporting information and documentation for the Responding Party to respond in an informed manner.

(b) The Responding Party shall respond in writing within thirty (30) days (the "Response Period") either granting or denying the request with a written description why the request was denied in the event of a denial by the Responding Party. If the Responding Party fails to respond to the Requesting Party within the Response Period, then the Responding party shall be deemed to have granted the request of the Requesting Party.

(c) After a denial, the Requesting Party shall have the option to resubmit to the Responding Party revisions of the specific submissions addressing the Responding Party's objections.

(d) In the event (i) the Requesting Party elects not to resubmit the request or (ii) after the resubmission of the item objected by the Responding Party the Parties cannot agree on the final submission, the matter will be referred to resolution pursuant to the provisions of Section 10.5.

The Parties agree that they may be able to rely conclusively on the Approval, Estimate or Determination of the other Party's Project Representative in connection with this Section 2.3. Notwithstanding anything to the contrary contained in this Agreement, the Response Period shall be extended for City if City determines that the City Council must review any matter submitted to City under this Section 2.3 by such time period as reasonably necessary to submit such matter to the City Council for consideration, provided, however, that City shall provide PAC with a written notice during the Response Period of such determination and its Estimate of the required

time for a response from the City Council.

Section 2.4 LOA. The Parties agree that within five (5) business days after the occurrence of Final Completion, the Parties mutually agree to execute and enter into the LOA and deliver it to the other Party, provided however, that a condition precedent thereto is that the Operating Endowment remains in effect. The Parties agree that upon execution and delivery of the LOA, the LOA shall govern and control the relationship of the Parties as it relates to the Primary Theater Project, Primary Theater Site, and subject matter thereof.

Section 2.5 Exclusivity. City agrees that so long as this Agreement is in effect City shall deal exclusively with PAC and not negotiate with third parties in connection with the development and operation of a performing arts center within City of Las Vegas, Nevada. Notwithstanding the foregoing, the City may consider pursuant to Title 19 of the Las Vegas Municipal Code a site development plan application or similar entitlements for the operation of a private theater or similar land use within the City of Las Vegas corporate limits.

Section 2.6 Union Park. PAC acknowledges and agrees that Union Park is intended to be developed as a mixed-use urban development, including, without limitation, office, residential, a performing arts center, medical facilities and other uses.

Section 2.7 Interlocal Agreement. Pursuant to NRS Section 244A.860 and the Interlocal Agreement, City assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the Primary Theater Project and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the Primary Theater Project, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof . Pursuant to NRS Section 244A.860 and subject to and in accordance with the terms of this Agreement, City hereby delegates to PAC, and PAC hereby assumes from City all responsibility for the design, equipment, operation and maintenance of the Primary Theater Project and PAC agrees to use the Pledged Rental Car Fees that it receives from City to pay the costs associated with such obligations.

Section 2.8 Amended and Restated Interlocal Agreement. On June 1, 2006, the City and the County of Clark entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Center ("Amended Interlocal Agreement") which

specifies the terms and conditions under which the County shall provide to the City the Pledged Rental Car Fees.

ARTICLE 3

PAC CAMPUS SITE

Section 3.1 PAC Campus Site Plan; Subdivision.

(a) The Parties agree that the various components of the PAC Campus Site will be constructed pursuant to a master site plan prepared by PAC in connection with the design of the Primary Project (the "Campus Site Plan"). The Campus Site Plan will be modified from time to time as the Sites are finally legally defined and the projects thereon are designed. The Campus Site Plan shall show building footprints, parking requirements and configuration, on-street parking to be reserved as public rights-of-way, ingress and egress and traffic flow solutions and shall show any remainder parcels within the PAC Campus Site. The Campus Site Plan will be subject to CP's review and Approval. PAC agrees that all remainder parcels from time to time created by the Campus Site Plan will have to be able to be commercially viable development sites consistent with the master plan for Union Park (including privately constructed parking) in the Determination of CP in the event that PAC does not proceed with any of the Future Phases. The Campus Site Plan will be in conformance with all applicable Requirements. In connection therewith, PAC and CP agree that (i) the Primary Theater and the Secondary Theater will not be required to park on the PAC Campus Site but the parking for each facility will be in accordance to the LOA and the Future Phase DDA and (ii) PAC shall be solely responsible for providing the parking for the Commercial Projects, regardless of the location of such parking.

(b) PAC agrees to prepare a subdivision map ("Subdivision Map") for the Project Campus Site whereby each Site is legally subdivided in a separate legal parcel. CP agrees to cooperate in the subdivision process by signing all submittals required in connection therewith. Prior to the execution of the LOA, PAC agrees to prepare a metes and bounds legal description for the Primary Theater Project Site, and to prepare metes and bounds legal descriptions for the nonexclusive access easements necessary to provide ingress, egress, and truck loading for the Primary Theater Project Site as indicated in the conceptual design of the Primary Theater Project.

(d) To accommodate the Primary Theater Project, CP shall approve of certain,

non-exclusive access easements required for accessing the Primary Theater Project Site and which are mutually agreeable to the Parties. Such easements shall be limited expressly to that area or areas deemed necessary by the Parties and where there is neither a commercially reasonable design alternative, nor ingress and egress from adjacent, future public rights of way (either City Parkway, Discovery Drive, or the Promenade). CP agrees to grant such access easements to PAC prior to, or concurrent with execution of the LOA.

(e) To accommodate the construction of the Primary Theater Project and as part of the City Work described in Section 7.1, CP has approved of raising the grade of the proposed streets adjacent to the PAC Campus Site in accordance with the Grading Plan. Notwithstanding the foregoing, CP may change such Grading Plan as may be necessitated by the preparation of, and adherence to a Technical Drainage Study for Union Park.

Section 3.2 PAC Campus Site Condition and Obligations.

(a) PAC acknowledges that it has undertaken its own independent reviews, investigations and testing of (i) the physical condition of the PAC Campus Site including the existence of Hazardous Substances in soil and groundwater located within or upgradient from the PAC Campus Site, (ii) the feasibility of developing the PAC Campus Project or any portion thereof and (iii) all other matters deemed necessary in PAC's sole judgment to determine the overall risk and feasibility of PAC's investment of monetary and other resources into the PAC Campus Project or any portion thereof. PAC hereby specifically acknowledges that such reviews, investigation and testing has enabled PAC to adequately assess the feasibility of developing the PAC Campus Project. PAC acknowledges that (i) PAC is not relying on any representations or warranties made by a City or City's agents except as specifically set forth herein and (ii) except as otherwise provided in this Agreement, City shall not be liable to PAC, in any event whatsoever, to correct any latent or patent defects in the PAC Campus Site or surrounding areas. City represents and warrants that it has provided PAC with the Project Information. All Project Information provided by City to PAC, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the PAC Campus Site, have been delivered without representation or warranty.

(b) The Parties acknowledge that they are aware of the presence of certain Hazardous Substances on the PAC Campus Site and the need to conduct remediation of such

Hazardous Substances, in whole or in part, in connection with any development of the PAC Campus Site and to comply with all Environmental Laws relating to the remediation of such Hazardous Substances.

(c) City agrees at its sole cost and expense to perform City Obligations on the terms and conditions set forth in the Environmental Exhibit. PAC agrees that, except for the City Obligations, PAC and not the City shall have the obligation to remediate, dispose of, or otherwise handle Hazardous Substances on, in, about, or emanating from the PAC Campus Site in accordance with Environmental Laws.

Section 3.3 PAC's Access to PAC Campus Site.

(a) PAC, and its agents, representatives and employees (including, without limitation, architects and engineers) will have the right to enter upon and inspect the PAC Campus Site as PAC may determine necessary in connection with its rights and obligations under this Agreement and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as PAC may reasonably require, provided that such inspections and tests will not materially damage the PAC Campus Site in any respect.

(b) PAC agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the surface of the PAC Campus Site, PAC will provide City with a copy of the engagement letter for such activities with the consultant retained by PAC and a detailed description of the intended scope of activities on the PAC Campus Site. PAC agrees that such engagement letter shall be subject to the Approval of City, which Approval shall, in this instance only, be granted or denied within five (5) business days of PAC's submission of such engagement letter to City, subject to City obtaining any required approvals of the same from the State of Nevada Department of Environmental Protection and/or Union Pacific Railroad of Omaha, Nebraska. PAC agrees that City shall have the right to have its representatives present during such activities. In addition, PAC acknowledges that Union Pacific Railroad may have to be notified of such investigations and may have representatives present during such investigations.

(c) All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all Requirements. PAC will promptly restore or cause to be restored the PAC Campus Site to its original condition as

existed prior to any such inspections and/or tests. If PAC, its agents, representatives or employees undertake any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the PAC Campus Site and PAC will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the PAC Campus Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, PAC agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City and its respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) resulting from or relating to PAC's tests and inspections pursuant to this Section 3.3. The indemnity obligations of PAC under this Section will survive any termination of this Agreement. PAC covenants and agrees upon request of City to promptly deliver to City without charge therefore, the results and copies of any and all third party feasibility studies, including, but not limited to, environmental studies, soils studies, market studies and financial analyses and related correspondence.

Section 3.4 Reserved.

Section 3.5 Owners' Association. CP is in the process of creating the Owners' Association. PAC agrees that pursuant to the LOA and any Future Phase DDA entered into by PAC, PAC will be required to comply with the Owners' Association in all respects, including the payment of all regular and special assessments levied against the PAC Campus Site, whereby such assessments shall be subject to a reduced fee structure for nonprofit organizations with 501(c)(3) comparable status under the Internal Revenue Code.

ARTICLE 4

DESIGN OF PRIMARY THEATER PROJECT; PRIMARY THEATER PROJECT BUDGET; PRIMARY THEATER PROJECT APPROVALS; FUTURE PHASES

Section 4.1 Design of Primary Theater Project. Each Party agrees to appoint a representative ("Project Representative") to represent it in connection with the development of the Primary Theater Project and be the Party's primary representative in connection with the development of the Primary Theater Project. PAC and City agree that they shall work together

in the design and budgeting of the Primary Theater Project, but that PAC shall take the lead in the design of the Primary Theater Project. PAC agrees that the design of the Primary Theater Project shall conform to the Union Park Design Standards in place at time approval is sought, notwithstanding the ability of PAC to request a commercially reasonable waiver pursuant to the process described in Section 5.0, "Design Review Process" of the Union Park Design Standards. PAC agrees that City shall have the right to have the City Project Representative and other City staff members as determined by City attend all regular and other major meetings related to the design of the Primary Theater Project. In connection therewith, PAC agrees to provide City with a schedule of regular and special meetings related to the design of the Primary Theater Project so that the City Project Representative and other City staff members as determined by City may attend all such meetings. PAC agrees to coordinate such meetings so that the City's Project Representative will be able to attend and that such meetings will be no less than monthly during the design process. PAC and City agree that the design of the Primary Theater will be funded as set forth in Section 6.1 hereof.

Section 4.2 Architect and Major Design Consultants. PAC and City agree that PAC will engage an Architect to provide all of the design, engineering and construction administration services required for the design and construction of the Primary Theater Project. It is the mutual intent of the Parties that the Architect shall engage all other professionals and consultants necessary for all design and construction period services for the Primary Theater Project except for the Project Manager, PAC Project Representative, cost consultants, theatre consultants, acoustic engineers and any other professionals Approved in writing by City. In connection with the Architect and the other design professionals other than those excluded in this Section 4.2 above, the following guidelines shall apply:

(a) PAC agrees that City will have at least two representatives on any selection committees formed to choose the Architect and other design professionals other than those excluded pursuant to this Section 4.2 above.

(b) The Architect Agreement will be subject to the Approval of City and PAC and will be entered into only by PAC and will provide, in part, that (i) City is the owner of the Project and will be entitled to enforce all rights of PAC under the Architect Agreement, (ii) City is a third party beneficiary to PAC's rights under the Architect Agreement and has the right to assume PAC's interest in the Architect Agreement upon the occurrence and continuation of a

PAC Default hereunder, (iii) the Architect shall only look to PAC for payment in connection with its services through the award of a Construction Contract and that City shall have no liability for any amounts due to the Architect in connection with its services through the award of the Construction Contract except for payments required to be made by City pursuant to Section 6.1 below, (iv) any proposed waiver or release of the Architect's obligations under the Architect Agreement will require City's Approval in writing, (v) in connection with the Architect's services after the award of the Construction Contract, Architect will only be paid out of the Construction Fund and except for making payments out of the Construction Fund, City shall have no other liability to the Architect for amounts due under the Architect Agreement; (vi) the Architect maintain professional liability coverage in the amount of no less than $3,000,000, comprehensive general and auto liability insurance in a combined single limit of no less than $1,000,000 and workmen's compensation insurance as required by all applicable Requirements with such insurers as Approved by City and PAC; and (vii) City shall be named as the Owner under all policies of insurance required by the Architect Agreement, and both City and PAC shall be named Additional Insured on the comprehensive general and auto liability insurance policy.

Section 4.3 Design Schedule. PAC, in consultation with the Architect and the Project Manager, shall provide City for Approval with a schedule for the design of the Primary Theater Project by the Architect. PAC and City agree that such schedule for the design of the Project shall include, but not be limited to, the following critical path items for Approval by City and by the Union Park Design Review Committee pursuant to Section 2.3 hereof:

(a) Conceptual drawings of the Primary Theater Project prepared by the Architect along with a Project Site plan and the building program for the Primary Theater Project, including a written program which shall set forth PAC's objectives, schedule, constraints and criteria, including space requirements and relationships and site requirements.

(b) Schematic Design Documents along with a preliminary Project Budget.

(c) Design Development Documents along with an updated Project Budget.

(d) Construction Documents along with an updated Project Budget.

City agrees that the purpose of its review and Approval of items (b) – (d) of this Section 4.3 is for the purpose of determining that the Schematic Design Documents, Design Development Documents and Construction Documents are consistent with the items Approved by the City in paragraph (a) above, and with the Union Park Design Standards. PAC acknowledges that as part

of complying with the Requirements, the submittals by PAC for items (b) through (d) of this Section 4.3 shall be reviewed by both the City and by the Union Park Design Review Committee. PAC agrees and acknowledges that the City does not have the sole authority to review and Approve items (b) through (d) and that Approval of such items shall require the review and approval of the Union Park Design Review Committee.

Section 4.4 Project Manager. PAC agrees at all times to engage and at all times use the services of a qualified Project Manager to represent and assist City and PAC in the management of the design and construction of the Primary Theater Project. All costs of the Project Manager shall be borne directly by PAC and shall at no time be paid out of the Construction Fund. Prior to termination by PAC of the Project Manager Contract or any engagement of a replacement Project Manager, PAC shall provide City with reasonable advance written notice of the same and provide City with an opportunity to consult with PAC on such action.

Section 4.5 Project Budget and PAC Fundraising.

(a) The Parties agree that during the design process that PAC shall formulate and the Parties shall from time to time refine the Project Budget with the goal that upon completion of the design of the Primary Theater Project and as a condition precedent to the bidding of the Construction Contract the Parties shall have a mutually Approved Project Budget. PAC shall formulate the Project Budget and the Parties shall refine the Project Budget all in cooperation with the Project Manager. The Project Budget will contain from time to time the Estimated amount of City Construction Fund Contribution and the PAC Construction Fund Contribution. The Parties agree that the final Project Budget shall require the mutual Approval of the Parties.

(b) In addition to the Project Budget, the Parties agree that during the design process that PAC shall formulate and refine the Operating Budget for review and Approval of City. The Operating Budget will include the estimated funds available from the Operating Endowment and projected Excess Fees, if any.

(c) PAC agrees to continue its fundraising campaign to raise the from time to time projected amount of the PAC Construction Fund Contribution and any and all funds needed for the Operating Budget in excess of what is readily available from the Operating Endowment and projected Excess Fees, if any. PAC agrees to diligently pursue such fundraising campaign

and to keep the City's Project Representative fully informed in writing on a quarterly basis as to the actual and projected progress of such fundraising campaign.

Section 4.6 Project Approvals. Except for permits and approvals related to the City Work, PAC shall be responsible for obtaining all permits and approvals required for the construction of the Primary Theater Project. The costs of such permits and approvals shall be funded pursuant to Section 6.1 hereof. PAC agrees and acknowledges that nothing in this Agreement constitutes an approval of or permits for the construction of the Primary Theater Project and that all approvals and permits for the construction of the Project must be obtained by PAC pursuant to all applicable Requirements. City agrees to cooperate in the permitting and approval process and City will sign all permit applications required for the Primary Theater Project.

Section 4.7 Design and Construction of Future Phases. PAC shall be solely responsible at its sole cost and expense for the design and construction of each Future Phase of the PAC Campus Site. PAC agrees that no proceeds from the Bonds and no other monies or funds of the City Parties will be available or obligated in anyway to pay for the cost of design, construction and operation of Future Phases. Notwithstanding the foregoing, PAC may use such funds for design and construction costs of mechanical equipment or electrical equipment which serve the Primary Theater Site and Future Phases, to the extent permissible by City Bond Law. PAC shall design each Future Phase so as to enable the development of the Secondary Theater Project and the Commercial Projects to occur within the PAC Campus Site pursuant to an approved Campus Site Plan. At such time as PAC desires to initiate a Future Phase, PAC shall provide written notice to CP ("Future Phase Notice"). Each Future Phase Notice will be accompanied with the following (the "Future Phase Development Plan"):

(a) A revised Campus Site Plan, including a metes and bounds legal description for the Future Phase Site and any remaining undeveloped portions of the PAC Campus Site;

(b) The following plans and specifications approved by all applicable Governmental Authorities:

1. Architectural Plans;
2. Plot Grading Utility Plans;
3. Structural Plans;
4. Mechanical and Electrical Plans

5. Landscaping Plans.

(c) A schedule for the design and construction of the Future Phase ("Future Phase Development Schedule").

(d) Binding commitments for the financing of the full cost of development and construction of the Future Phase and for the operation of such Future Phase.

(e) An update to the Risk Assessment performed by Kleinfelder and dated March 8, 2007, with an update to the cost estimate for the particular Future Phase set forth in Exhibit "I", attached hereto and by this reference made a part hereof.

The Future Phase Development Plan will be in compliance with all applicable Requirements and will be subject to the Approval of CP. PAC agrees to resubmit any elements of a Future Phase Development Plan which have been disapproved by CP incorporating such revisions requested by CP. PAC shall be responsible for obtaining all permits and approvals required for the construction of any Future Phase. PAC agrees and acknowledges that nothing in this Agreement or done pursuant to this Agreement constitutes an approval of or permits for the construction of a Future Phase and that all approvals and permits for the construction of a Future Phase must be obtained by PAC pursuant to all applicable Requirements.

Section 4.8 Condition Precedent for PAC's Exercise of Development Right to each Future Phase. At such time as PAC and CP have agreed on the Future Phase Development Plan, the Parties shall proceed to enter into a Future Phase DDA for such Future Phase. PAC agrees and acknowledges that PAC must satisfy each of the following conditions precedent prior to CP being obligated to enter into a Future Phase DDA ("Future Phase DDA Conditions"):

(a) PAC has satisfied each condition precedent in Section 5.1 to enable the City to enter into the Construction Contract for the Primary Theater Project Site and vertical construction of the Primary Theater has commenced;

(b) PAC is not in default of this Agreement, the LOA or any Future Phase DDA then in effect between the Parties; and

(c) PAC has subdivided the Site pursuant to the Campus Site Plan approved pursuant to the Future Phase Development Plan; and

(d) The financing for the development and operation of the Future Phase is in place and prepared to fund.

(e) An update to the Risk Assessment performed by Kleinfelder and dated March 8, 2007, with an update to the cost estimate for the particular Future Phase set forth in Exhibit "I", attached hereto and by this reference made a part hereof.

Section 4.9 Future Phase DDA Execution. At such time as all the Future Phase DDA Conditions for a respective Future Phase are satisfied, PAC shall provide written notice thereof to CP ("Future Phase DDA Execution Notice"). At such time as PAC has delivered to CP a valid Future Phase DDA Execution Notice for a Future Phase, CP and PAC shall enter into a Future Phase DDA for such Future Phase within thirty (30) business days of delivery of the Future Phase DDA Execution Notice. The Future Phase DDA shall incorporate the approved Future Phase Development Plan for such Future Phase. The Parties agree that upon execution and delivery of a Future Phase DDA for a Future Phase, such Future Phase DDA shall govern and control the relationship of the Parties as it relates to such Future Phase. PAC agrees that notwithstanding anything to the contrary contained in this Agreement, PAC's rights to develop any Future Phase shall automatically lapse and be null and void in the event PAC fails to rightfully deliver a Future Phase DDA Execution Notice in connection with a Future Phase by December 31, 2016.

ARTICLE 5

BIDDING AND CONSTRUCTION FOR PRIMARY THEATER PROJECT

Section 5.1 Prequalification of Bidders and Bidding Contingencies. The Parties agree that the Primary Theater Project is a public work project and as a result will be constructed by City in compliance with the Bidding Requirements. The Parties agree that City will conduct prequalification of bidders pursuant to NRS Chapter 338 (or other applicable laws) and will coordinate such prequalification with PAC. Upon completion of the design of the Primary Theater Project, the Parties agree that City will proceed to conduct the bidding process and award the Construction Contract. The Parties agree that City shall not be required to proceed with the bidding and award of the Construction Contract unless the following conditions precedent are fulfilled or waived by the City at its sole discretion:

(a) the Project Manager has provided a written, constructability review to City that (i) the design of the Primary Theater Project is complete in all respects pursuant to the Architect Agreement and the bidding of the contract for the construction of the Primary Theater

Project is in a position to proceed and (ii) the latest Project Budget is a fair and accurate estimate of the Project Cost;

(b) City is prepared and has determined that it will be able to issue the Bonds in a principal amount not less than the amount projected in the then current Project Budget, has further determined that it can issue Bonds on reasonable underwriting parameters and past underwriting criteria of City and has obtained all third party approvals required by the Requirements for the issuance of the Bonds, including any approvals required under the Interlocal Agreement (City agrees that, provided it may lawfully do so, it will act reasonably in making or not making the determinations in this Section 5.1(b));

(c) PAC has deposited with City, or a construction control company Approved in writing by City, the PAC Construction Fund Contribution prior to the commencement of construction of the Project in the form of cash, letters of credit or other forms of assets approved by City;

(d) All permits and approvals for the construction of the Primary Theater Project have been obtained or City has Determined that they will be obtained during construction when required by applicable Requirements;

(e) the Parties have mutually Approved the then current Project Budget in writing;

(f) (i) the Operating Endowment remains committed and in full force in all respects as confirmed in writing by the Reynolds Foundation and (ii) the estimated Final Completion Date would not cause a termination of the Reynolds Foundation's obligation to fund the Operating Endowment pursuant to the terms of the Endowment Agreement referenced in the definition of Operating Endowment; and (iii) PAC has entered into an amendment to the Endowment Agreement in order to obtain the Reynolds Foundation's approval of the estimated Final Completion Date and any other approvals required by the Reynolds Foundation for the release of funds from the Operating Endowment.

(g) there is no occurrence and continuance of a material PAC Default;

(h) the County has performed and continues to perform pursuant to the Interlocal Agreement and has paid and continues to pay City all of the Pledged Rental Car Fees required to be paid to City pursuant to the Interlocal Agreement; and

(i) the Parties have mutually agreed, in writing, on the Campus Site Plan and

the Primary Theater Project Site has been legally subdivided.

The Parties agree that the Bidding Requirements will require that the Contractor provide a performance, payment and completion bond covering the entire construction of the Primary Theater Project pursuant to the Construction Contract (the "Completion Bond").

Section 5.2 Bidding and Award of Construction Contract. Upon the fulfillment of the Bidding Requirements, City will promptly conduct the bidding for the award of the Construction Contract pursuant to the Bidding Requirements. Upon the completion of the bidding process, City shall promptly award the Construction Contract in compliance with the Bidding Requirements. Notwithstanding anything to the contrary contained herein, City shall not be required to award the Construction Contract if the best bid submitted exceeds the last approved Project Budget. City agrees to use commercially reasonable efforts in consulting with PAC prior to the bidding and award of the Construction Contract, to the extent permissible under the Bidding Requirements, including NRS Chapter 338.

Section 5.3 Construction of the Primary Theater Project. The Parties agree that City will be entering into the Construction Contract with the Contractor and that the Project Manager will principally administer and enforce the Construction Contract on behalf of City and PAC. PAC shall be a third party beneficiary to City's rights under the Construction Agreement and shall also be an additional insured under all insurance policies required thereunder. In connection with the Construction Agreement the Parties agree as follows:

(a) The Project Manager will continue to manage the construction of the Primary Theater Project pursuant to the Project Manager Contract.

(b) The City Project Representative will be invited with 48 hours advance notice and permitted to attend all regular Primary Theater Project meetings and any other meetings Determined material by the City Project Representative.

(c) The City Project Representative will be fully informed of all developments relating to the Primary Theater Project and will be copied on all correspondence received or originated by PAC, the Project Manager or the Architect during construction of the Primary Theater Project.

(d) Any of the following must first be Approved in writing by PAC prior to implementation by City: (i) a proposed modification to the Construction Contract or the Architect Agreement, (ii) a proposed waiver of any of City's rights under the Construction

Contract, (iii) a proposed waiver or release of the Contractor's obligations under the Construction Contract and (iv) a proposed waiver of any conditions to payment due under the Construction Contract.

(e) Except for non-monetary field change orders, all change orders must first be Approved in writing by both Parties.

(f) PAC and the Project Manager shall consider in good faith all directions from City to PAC which are Determined necessary by City in connection with the administration of the Primary Theater Project.

(g) City shall make all payments due under the Construction Contract in strict compliance with the terms of the Construction Contract.

(h) At such time that (i) City Determines that the Project Manager is not administering the Construction Contract in a manner Determined by City in the best interest of the Primary Theater Project or (ii) a material PAC Default has occurred and is continuing, City may take over direct administration and management of the Construction Contract and the construction of the Primary Theater Project subject to the terms of this subsection (h). City agrees that in the event City Determines that the Project Manager is not administering the Construction Contract in a manner Determined by City in the best interest of the Primary Theater Project, City shall give prior written notice of such Determination to PAC and, prior to City exercising any rights under this subsection (h), PAC shall have thirty (30) days to rectify the problems to City's Approval, including the engagement of a new Project Manager. In the event PAC disagrees with such Determination or PAC does not rectify the problems to City's Approval, PAC shall have the right to seek resolution of such dispute in accordance with Section 10.5 prior to City exercising any such rights.

(i) City and PAC agree that, pursuant to the LOA, City shall assign to PAC any and all rights and warranties of City related to the Project Contracts and the construction of the Primary Theater Project and that PAC will be entitled to enforce all such rights and warranties. PAC acknowledges that it shall have no cause of action whatsoever against City in connection with the design and construction of the Primary Theater Project and shall look only to the Architect, the Contractor and other design professionals in connection with any defects, latent or patent, or other deficiencies or problems in the design and construction of the Primary Theater Project.

Section 5.4 Notice to Proceed. The Parties agree that City shall not issue the notice to proceed to the Contractor until the following conditions precedent are satisfied:

(a) City has issued the Bonds in the amounts and on the terms set forth in the then current Project Budget;

(b) All conditions to the bidding as set forth in Section 5.1 remain fulfilled; and

(c) the financial or any other condition of the Contractor has not changed such that City has Determined that the Contractor is not able to perform under the Construction Contract.

Section 5.5 Construction Insurance. The Parties agree that all of the insurance required under the Bidding Requirements and the Construction Contract shall be maintained during the course of construction of the Primary Theater Project and the cost thereof shall be a Project Cost.

Section 5.6 Casualty. PAC agrees that all insurance proceeds payable in connection with damage or destruction of the Primary Theater Project shall be payable to City to be deposited in the Construction Fund pursuant to the terms and conditions of this Agreement. City shall have the sole right to settle, compromise or adjust any insurance or other claim in such manner as City may determine, and for this purpose, City may take such action as City deems appropriate. City shall apply all insurance proceeds to the repair and or restoration of the Primary Theater Project upon the satisfaction of the following conditions (i) all insurance proceeds are deposited with City; (ii) PAC shall have deposited with City the amount necessary, if any, to pay the difference between the cost of restoration or repair of the Primary Theater Project and the amount of such insurance proceeds; (iii) PAC shall have delivered to City a budget of all costs of reconstruction, repair and or restoration for the Primary Theater Project, reasonably acceptable to City; and (iv) City and all applicable governmental agencies shall have approved the final plans and specifications for the reconstruction, repair or restoration of the Primary Theater Project. Subject to conditions set forth in the foregoing sentence, City shall disburse such insurance proceeds from the Construction Fund as necessary to pay for the reconstruction, repair or restoration of the Primary Theater Project pursuant to the terms of the Construction Contract. Notwithstanding anything herein to the contrary, any and all insurance proceeds payable in connection with damage or destruction to furniture, fixtures and/or equipment of the Primary

Theater Project which were paid for by PAC (and not paid from the Construction Fund) shall be payable to PAC.

Section 5.7 Termination of Agreement. The Parties agree that in the event that all the conditions precedent for the bidding of the Construction Contract set forth in Section 5.1 hereof are not fulfilled by April 30, 2009 for any reason whatsoever, then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Upon such termination of this Agreement, all respective rights and obligations of the Parties under this Agreement (including, without limitation Section 2.5 hereof) shall terminate and be null and void except for the Parties obligations pursuant to Section 6.1 and Section 10.6 hereof.

ARTICLE 6

FINANCING OF THE DEVELOPMENT OF THE PRIMARY THEATER PROJECT

Section 6.1 Design.

(a) PAC agrees that it shall be responsible for funding all the services of the Architect and the Project Manager and other preconstruction services (including obtaining Primary Theater Project permits and approvals in accordance with Section 4.6 above) through the award of the Construction Contract by City ("Pre-Construction Costs") subject to the contribution by City to PAC of Pledged Rental Car Fees pursuant to paragraph (b) below. At such time as the Construction Contract is awarded and the construction of the Primary Theater Project commences, all costs of the Architect for services rendered thereafter shall be part of the Project Cost and funded out of the Construction Fund.

(b) City agrees to pay PAC Pledged Rental Car Fees received by City prior to issuance of the Bonds at such time as (i) the conceptual drawings referenced in Section 4.3(a) above have been Approved by City; and (ii) an initial Project Budget has been Approved by City. Such Pledged Rental Car Fees shall be applied along with PAC funds to pay all such Pre-Construction Costs.

(c) Until the issuance of the Bonds, PAC agrees that no later than February 1 of each year PAC shall submit to City PAC's projected preconstruction budget for the twelve (12) month period commencing on the next July 1 in detail reasonably acceptable to City. Such budget shall set forth and include PAC's request to use any Pledged Rental Car Fees projected to be received during such twelve (12) month period.

(d) After the issuance of the Bonds and until Final Completion, PAC agrees that no later than February 1 of each year PAC shall submit to City PAC's projected construction budget for the twelve (12) month period commencing on the next July 1 in detail reasonably acceptable to City. Such budget shall set forth and include PAC's request that any Excess Fees projected to be received during such twelve (12) month period be deposited into the Construction Fund. Subject to subsection (e) below, City shall deposit such Excess Fees into the Construction Fund.

(e) All of the City's obligations under this Agreement are subject to the City Council lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon City only to the extent such an appropriation is made. Nothing contained in this Agreement obligates City to make any such appropriation. City agrees that any Pledged Rental Car Fees received by City shall be used as permitted only by NRS 244A.840(3) and the Interlocal Agreement. Subject to the first sentence of this subsection (e), City agrees that the City Manager shall, in the budget presented to the governing body of City for each of the City's fiscal years, show (i) prior to the issuance of the Bonds, any Pledged Rental Car Fees as being used for the purposes permitted by NRS 244A.840(3) and the Interlocal Agreement that are shown in such projected annual preconstruction budget pursuant to Section 6.1(c); (ii) after the issuance of the Bonds and until Final Completion, any Excess Fees as being used for the purposes permitted by NRS 244A.840(3) and the Interlocal Agreement that are shown in such projected annual construction budget pursuant to Section 6.1(d); and (iii) appropriations for any other obligations of City under this Agreement for such fiscal year. Payments of Pledged Rental Car Fees prior to the issuance of the Bonds, if any, shall be made to PAC quarterly. Payments of Excess Fees, if any, shall be deposited into the Construction Fund quarterly.

Section 6.2 Construction of the Project and Cost Overruns.

(a) The Parties agree that construction of the Primary Theater Project shall be funded solely out of the Construction Fund. PAC agrees that City shall have no other obligation whatsoever to provide any other elements of work, material or funds for the construction of the Primary Theater Project whatsoever other than (i) the amounts to be paid by City pursuant to Section 6.1, (ii) the City Construction Fund Contribution and (iii) the City Work Cost.

(b) In the event City Determines or Estimates at anytime that for any reason whatsoever the remaining Final Contract Project Cost exceeds the remaining balance of the

Construction Fund, City shall have the unilateral and unconditional right to suspend construction of the Primary Theater Project until such time as PAC deposits into the Construction Fund additional funds to cover the difference between the remaining Final Construction Project Cost the remaining balance of the Construction Fund, including any amount for liquidated damages due to delay of the Primary Theater Project pursuant to the Construction Contract unless such delay was caused by a City Default in which event City shall be required to fund the amount attributable thereto.

Section 6.3 Deposit of Construction Fund; Accounting for Bond Proceeds; Investments; Application of Bond Proceeds. The City Construction Fund Contribution and the PAC Construction Fund Contribution will be held by City in separate accounts or sub-accounts but will not be held in separate bank accounts. Interest income allocated according to City's generally applied principles will be credited to the Construction Fund, except that any interest income earned at yield above the yield on the Bonds, determined by City in accordance with the applicable Internal Revenue Service regulations, will be retained (or may be withdrawn) by City to make rebate payments to the United States. Amounts shall be withdrawn from the Construction Fund solely to pay Project Costs in accordance with the terms of this Agreement.

Section 6.4 Payment and Application of the Construction Funds. During the construction of the Project, City shall pay from the Construction Fund the payments due (i) under the Construction Contract pursuant to the terms and conditions of the Construction Contract, (ii) under the Architect Contract pursuant to the terms and conditions thereof and (iii) for all other items in the Final Contract Project Cost. City shall provide PAC with all documents related to disbursements of the Construction Fund, including, without limitation, all invoices, lien release and other documents required under or requested pursuant to the Construction Contract or Architect Agreement. City shall provide PAC with monthly statements showing accrued interest, disbursements and remaining balance of the Construction Fund

Section 6.5 Surplus Construction Funds.. Upon (i) Final Completion, (ii) joint execution by the Parties of the LOA and (iii) City's payment of all remaining Project Costs, the then remaining balance in the Construction Fund shall be distributed to first fund the Reserve and the balance if any shall be distributed to PAC pursuant to the terms of the LOA and only for purposes permitted under NRS 244A.840(3) and the Interlocal Agreement.

Section 6.6 Issuance of the Bonds. City agrees to commence the process of issuing

the Bonds in such time as to meet the projected and scheduled commencement of the construction of the Primary Theater Project. The Parties acknowledge that the amount and terms of the Bonds will be dependent on numerous factors including the estimated amount of the Pledged Rental Car Fees and the terms and conditions of the underwriting of the Bonds. PAC agrees that City is not in anyway guaranteeing or warranting the amount of the Bonds Net Proceeds, the amount of the Pledged Rental Car Fees, underwriting terms and conditions or any other factors related to the issuance of the Bonds. City's only obligation with respect to this Section 6.6 is to use its good faith best commercially reasonable efforts to issue the Bonds based on the Pledged Rental Car Fees. PAC agrees that City shall have no liability whatsoever to PAC or any other Person in the event the principal amount of the Bonds, the interest rate payable thereunder, the Bonds Net Proceeds or any other terms and conditions of the Bonds are not as projected or otherwise anticipated by the Parties.

Section 6.7 Tax Covenant. It is anticipated that the Bonds will be issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"). Each of the Parties hereto agrees that it will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any of that Party's funds or the facilities financed with the proceeds of the Bonds if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted earnings adjustment applicable to corporations under Section 56 of the Tax Code in calculating corporate alternative minimum taxable income. This covenant is to remain in force and effect until the date in which all obligations of Parties in fulfilling the tax covenant contained in the ordinance of City authorizing issuance of the Bonds have been satisfied and fully discharged. Among other things, this covenant requires that PAC maintain its status as an organization described in Section 501(c)(3) of the Tax Code while it uses any portion of the Primary Theater Project and that PAC will neither make nor allow any use of the Primary Theater Project to carry out any activity that is an unrelated trade or business for PAC determined by applying Section 513 of the Tax Code. In connection therewith, PAC agrees that its use of the Primary Theater Project shall not exceed the Private Use Limitation.

ARTICLE 7

CITY WORK

Section 7.1 City Work. City agrees that it shall complete the City Work at City's sole cost and expense. All elements of City Work Cost shall be paid directly by City and shall not be paid out of the Construction Fund. City agrees that City Work shall be complete in connection with all applicable Requirements. City further agrees that none of the Construction Fund shall be used to pay City Work Cost. City Work shall consist of the following:

(a) City shall install or cause to be installed all streets, sidewalks, utilities and any other improvements offsite to the each portion of the PAC Campus Site as is necessary to construct and operate each respective Phase of the PAC Campus Project, including, without limitation, electric, gas, sewer, telephone, data, cable and water. Such work shall include the work necessary to raise the grade of adjacent streets as described above in Section 3.1(e). The utilities shall be stubbed to the back of the curb in such location as Determined by City in consultation with PAC. The streets to be initially installed by City are identified on Exhibit "E" attached hereto. In addition, City will be installing all curb, gutter and on-street public metered parking around the perimeter and within a portion of the PAC Campus Site as part of the City Work. City shall require that such improvements remain within public rights-of-way owned by the City. Such perimeter improvements will be constructed to the standard specifications and design for Union Park in accordance with the Union Park Design Standards. PAC agrees that as Future Phases are developed by PAC any alteration or modification to such perimeter improvements will be at the sole cost and expense of PAC without any contribution or reimbursement by City.

(b) City shall perform or cause to be performed the City Obligations.

(c) City shall construct and maintain the Initial Parking Facilities as defined in the LOA.

(d) City shall take all steps to subdivide or demise the PAC Campus Site into a separate legal parcel in compliance with all applicable Requirements.

Section 7.2 Performance of City Work. In the event any necessary elements of City Work are not complete at the time of commencement of the construction of each Phase, City agrees that it shall complete such elements of the City Work in coordination with the construction of each Phase of the PAC Campus Project in such a manner so as not to delay the

construction of the PAC Campus Project. Performance of the City Obligations shall be included with respect to Known Hazardous Substances (as such term is defined in the Environmental Exhibit) in the schedule of the performance of the construction of the PAC Campus Project.

Section 7.3 City Obligation for Project Operations. PAC agrees that in no event shall City have any obligation, liability or responsibility whatsoever pursuant to this Agreement or otherwise to provide any funds for the start-up and/or ongoing operation and maintenance of the PAC Campus Project except with respect to Pledged Rental Car Fees for the Primary Theater Project and as provided in the LOA.

Section 7.4 License Agreement. City agrees to either terminate the License Agreement or terminate the rights of the licensees thereunder to occupy and use the PAC Campus Site in sufficient time to avoid any delay in commencement of the construction of the Project.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

Section 8.1 City's Representations and Warranties. In addition to any other representations and warranties made by City herein, City hereby represents and warrants to PAC, which representations and warranties are continuing in nature and shall survive throughout the term of this Agreement, as follows:

(a) There are no pending or, to the best of City's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any governmental authority against or affecting the PAC Campus Project or the PAC Campus Site;

(b) City has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by City and constitutes the valid and legally binding obligation of City, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) City possesses good and marketable fee simple title to the PAC Campus Site and the real property underlying the Initial Parking Facilities;

(d) The execution or delivery of this Agreement will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which City or the PAC Campus Site is subject; (ii) violate any

provision of City's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which City is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(e) City has not received any written notice nor does it have any knowledge of or intent to impose any utility connection moratorium or rezone the PAC Campus Site.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of City is required in connection with City's execution and delivery of this Agreement.

(g) Except for that certain License Agreement, dated April 30, 2005, between CP and WMCV Phase I, LLC, as amended (the "License Agreement") and the Owners' Association, there are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the PAC Campus Site or the PAC Campus Project, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the PAC Campus Project or the PAC Campus Site.

Section 8.2 PAC's Representations and Warranties. In addition to any other representations and warranties made by PAC herein, PAC hereby represents and warrants to City, which representations and warranties are continuing in nature and shall survive throughout the term of the Agreement, as follows:

(a) PAC is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) of the Tax Code.

(b) PAC has the full authority and power to execute this Agreement. This Agreement has been duly executed and delivered by PAC and constitutes the valid and legally binding obligation of PAC, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The execution or delivery of this Agreement will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which PAC is subject; (ii) violate any provision of PAC's articles of

incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which PAC is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

ARTICLE 9

CITY EXCULPATION AND RIGHT TO SUSPEND PRIMARY THEATER PROJECT

Section 9.1 Exculpation. PAC agrees that City shall have no liability whatsoever to PAC in connection with the design and construction of the Primary Theater Project or any Future Phases except as a result of a City Default. PAC hereby waives and releases any claim or cause of action PAC may have against City in connection with the design and construction of the Primary Theater Project or Future Phases including any actions or non-actions taken by or not taken by City pursuant to any Project Contracts other than related to a City Default. PAC agrees that, upon executing the LOA, PAC will have undertaken its own independent reviews, investigations and testing as to the completion of the Primary Theater Project in compliance with the Construction Documents and the development of any Future Phase.

ARTICLE 10

DEFAULT, REMEDIES AND DISPUTE RESOLUTION

Section 10.1 Defaults by PAC. PAC shall be in default of this Agreement upon any of the following (each a "PAC Default"):

(a) PAC shall fail to make full payment of any material undisputed sum of money required to be paid by PAC hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from City;

(b) PAC shall fail to perform any other term, covenant or condition of PAC contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from City; provided, however, that if such failure is impossible to correct within thirty (30) days, PAC shall not be deemed in default if PAC commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) PAC makes a representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any

time during the term of this Agreement, in any material respect.

Section 10.2 Remedies for PAC Default. Should a PAC Default occur, City shall have the following rights and remedies:

(a) City may, but shall not be obligated to, advance the amount required to cure any failure by PAC to make any payment when required hereunder and shall be entitled to recover from PAC the sum so advanced, plus interest from the date the payment was due at the prime rate prevailing during the period of the PAC Default, as it may change from time to time, based on such rate as published in the Wall Street Journal or if more than one rate is published on any day, the average of such rates, plus 2% per annum (the "Default Rate").

(b) City shall have the right to suspend/and or terminate all or any part of the design and construction of the Primary Theater Project as City Determines appropriate. In connection therewith, (i) City may utilize any Pledged Rental Car Fees it has received which have not already been applied to payment of Pre-Construction Costs or Project Costs and the Construction Fund to pay the costs associated with such suspension or termination and (ii) in the event there are not sufficient Pledged Rental Car Fees or funds in the Construction Fund to pay the costs associated with such suspension or termination, then City may advance the amount required in connection with such suspension or termination and shall be entitled to recover from PAC the sum so advanced, plus interest at the Default Rate. In the event of a complete termination of the Primary Theater Project, this Agreement shall automatically terminate and all respective further obligations of the Parties under this Agreement (including, without limitation, Section 2.5 hereof) shall terminate and be null and void except for the obligations of the Parties pursuant to Sections 6.1 and 10.6 hereof.

(c) In addition to any other remedies it may have, in the event of a PAC Default due to a violation of Section 6.7 by PAC, City (i) may demand payment by PAC of any damages City incurs as a result of a breach of such covenant which amounts shall be paid by PAC within thirty (30) days of City's written demand therefore and (ii) may specifically enjoin such violation.

(d) City may exercise any other remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to City in case of a PAC Default.

Section 10.3 Default by City. City shall be in default of this Agreement upon any of the following (each a "City Default"):

(a) City shall fail to make full payment of any material undisputed sum of money required to be paid by City hereunder when such payment is due and payable and such failure continues for thirty (30) days after written notice thereof from PAC;

(b) City shall fail to perform any other term, covenant or condition of City contained in this Agreement, and such failure continues for thirty (30) days after written notice thereof from PAC; provided, however, that if such failure is impossible to correct within thirty (30) days, City shall not be deemed in default if City commences correction within said thirty (30) day period and diligently pursues such correction to completion; and

(c) City makes a representation or warranty in this Agreement, or in any certificate, demand, or request made under this Agreement, that proves to be incorrect, at any time during the term of this Agreement, in any material respect;

Section 10.4 Remedies for City Default. Upon a City Default, PAC may exercise any remedy available to it at law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available to PAC in case of a City Default.

Section 10.5 Dispute Resolution. The Parties agree that any dispute related to Section 6.7 or any action for equitable relief shall be pursuant to a court of law in compliance with Section 11.2 below. If any other dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree to proceed as follows:

(a) PAC and City hereby agree and commit to each other to resolve any open issues relating to the PAC Campus Project in a commercially reasonable manner as promptly as possible and to cause such Party's Project Representative to be readily available to address such issues as they arise. In the event PAC and City are divided with respect to any such open issue relating to or in connection with the PAC Campus Project ("Unresolved Issue"), and the Project Representatives are unable to reach agreement, after good faith negotiations, with respect to a proposed course of action concerning such Unresolved Issue, then such Unresolved Issue shall be resolved exclusively by the manager of City, on behalf of City, and Myron Martin, on behalf of PAC, unless and until PAC or City selects another individual with similar status to resolve such Unresolved Issue on its behalf. Thereafter, if the Unresolved Issue has not been resolved,

the Parties agree to proceed with the Mediation and Arbitration provisions set forth next below.

(b) If said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules, before resorting to arbitration, litigation, or some other dispute resolution procedure.

(c) Any controversy or claim arising out of or related to this Agreement or the breach thereof not settled pursuant to paragraphs (a) and (b) immediately above, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Claims among City and PAC shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Notice of demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association.

(d) PAC and City agree that pending final resolution of a claim including arbitration, unless otherwise agreed in writing, PAC and City, as the case may be, shall proceed diligently with performance of the Agreement.

(e) Demand for arbitration of any claim may be made within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations. A party who files a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. When a party fails to include a claim through oversight, inadvertence or excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment.

(f) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Section 11.12 hereof.

(g) All dispute resolution proceedings pursuant to this Section 10.5 shall take place in Clark County, Nevada.

Section 10.6 Indemnification. Each Party (the "Indemnifying Party") agrees to hold harmless, indemnify and defend the other Party from and against all losses, liabilities, or expenses, claims, demands, action or causes of action arising out of the wrongful or negligent

act, errors or omissions of such Party or any of its employees, agents or servants, including a breach of this Agreement, but excluding, except as otherwise provided in Subsection 6B of Exhibit B, any such losses, liabilities, injuries, or expenses of any nature arising out of any Environmental Condition existing prior to the Execution Date. The Parties hereto understand and agree that neither this Section nor any other provision of this Agreement shall constitute a waiver by City of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of City's status as a political subdivision of the States of Nevada, and that City's indemnifications hereunder are limited by and subject to Chapter 41 of NRS.

ARTICLE 11

MISCELLANEOUS

Section 11.1 No Waiver. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any Party of this Agreement may have.

Section 11.2 Time of Essence. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

Section 11.3 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and no person is intended to be or shall be construed to be a third party beneficiary of this Agreement.

Section 11.4 Successors or Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties hereto shall be valid unless the other Party hereto consents to that assignment in writing. The Parties hereto hereby consent to City pledging the Pledged Rental Car Fees it receives to the Bonds.

Section 11.5 Books and Records. Each of the Parties to this Agreement agrees, to the extent applicable to a Party, to maintain proper books and records pertaining to the Primary Theater Project, including, but not limited to, the Operating Budget, the Bonds, the funds and accounts established for the payment of the Bonds and evidencing expenditures and receipts of the Bonds Proceeds and to make such books and records available for inspection by the other Party hereto during normal business hours.

Section 11.6 Amendments. This Agreement may be modified at any time by the Parties hereto, but only by a written instrument signed by each of the Parties.

Section 11.7 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties hereto agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

Section 11.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

Section 11.9 Notices. All notices required or permitted to be given hereunder shall be in writing, addressed to the parties respective addresses set forth below, and may be delivered by hand, by facsimile, by nationally recognized private courier, or by United States mail. Notices delivered by mail will be deemed given five (5) business days after being deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested). Notices delivered by hand, by facsimile, or by nationally recognized private courier will be deemed given on the first business day following receipt; provided that a notice delivered by facsimile will only be effective if such notice is also delivered by hand, or deposited in the United States mail, postage prepaid, registered or certified mail (return receipt requested), on or before two (2) business days after its delivery by facsimile. Any party may change its address for notice by giving notice of such change of address to the other party in the manner herein provided.

If to City:	City of Las Vegas, Nevada 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Manager Facsimile No. 702-388-1807
With a copy to:	Las Vegas City Attorney 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Attorney Facsimile No. 702-386-1749
If to PAC to:	Las Vegas Performing Arts Center Foundation 6725 Via Austi Parkway, Suite 360 Las Vegas, NV 89119

Attention: President
Facsimile No. 702-614-0205

With a copy to:

Las Vegas Performing Arts Center Foundation
6725 Via Austi Parkway, Suite 360
Las Vegas, NV 89119
Attention: Chief Financial Officer
Facsimile No. 702-614-0205

and with a copy to:

Kim Sinatra, Esq.
3131 Las Vegas Boulevard South
Las Vegas, NV 89109
Facsimile No. 702-770-1519

Section 11.10 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, PAC warrants that it has disclosed, on Exhibit "F" attached hereto, all members of the Board of Directors of PAC, as well as all persons and entities holding more than 1% interest in PAC or any principal of PAC. Throughout the term hereof, PAC shall notify City Parties in writing of any material change in the above disclosure within 15 days of any such change.

Section 11.11 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions.

Section 11.12 Jurisdiction and Venue. Except as set forth in Section 10.5, Each of City and PAC agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Agreement and, in furtherance of such agreement, each Party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each Party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each Party by registered or certified mail to or by personal service at the last known address of each Party, whether such address be within or without the jurisdiction of any such court. Each Party hereto consents to, and waives any objection to Clark County, Nevada as the proper and exclusive venue for any dispute arising out of or relating to this Agreement or any alleged breach hereof.

Section 11.13 Force Majeure. Neither party shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control. The financial inability of a Party to perform its obligations hereunder shall not operate to excuse or otherwise limit a Party's obligations hereunder. The provisions of this Section shall in no event excuse a violation of Section 6.7.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

"CP"

CITY PARKWAY V, INC.,

a Nevada not-for-profit corporation

By: _____

Name: Douglas A. Selby

Title: President

"CITY"

CITY OF LAS VEGAS, NEVADA,

a political subdivision of the State of Nevada

By: _____

Name: Oscar B. Goodman

Title: Mayor

APPROVED AS TO FORM:

By: _____ 5/8/07

Teresita L. Ponticello, Deputy City Attorney

ATTEST:

By: _____

Beverly K. Bridges, Acting City Clerk

"PAC"

LAS VEGAS PERFORMING ARTS CENTER FOUNDATION,

a Nevada nonprofit corporation

By: _____

Name: Donald D. SNYDER

Title: Chairman of the Board

Exhibit "A" – Depiction of Union Park

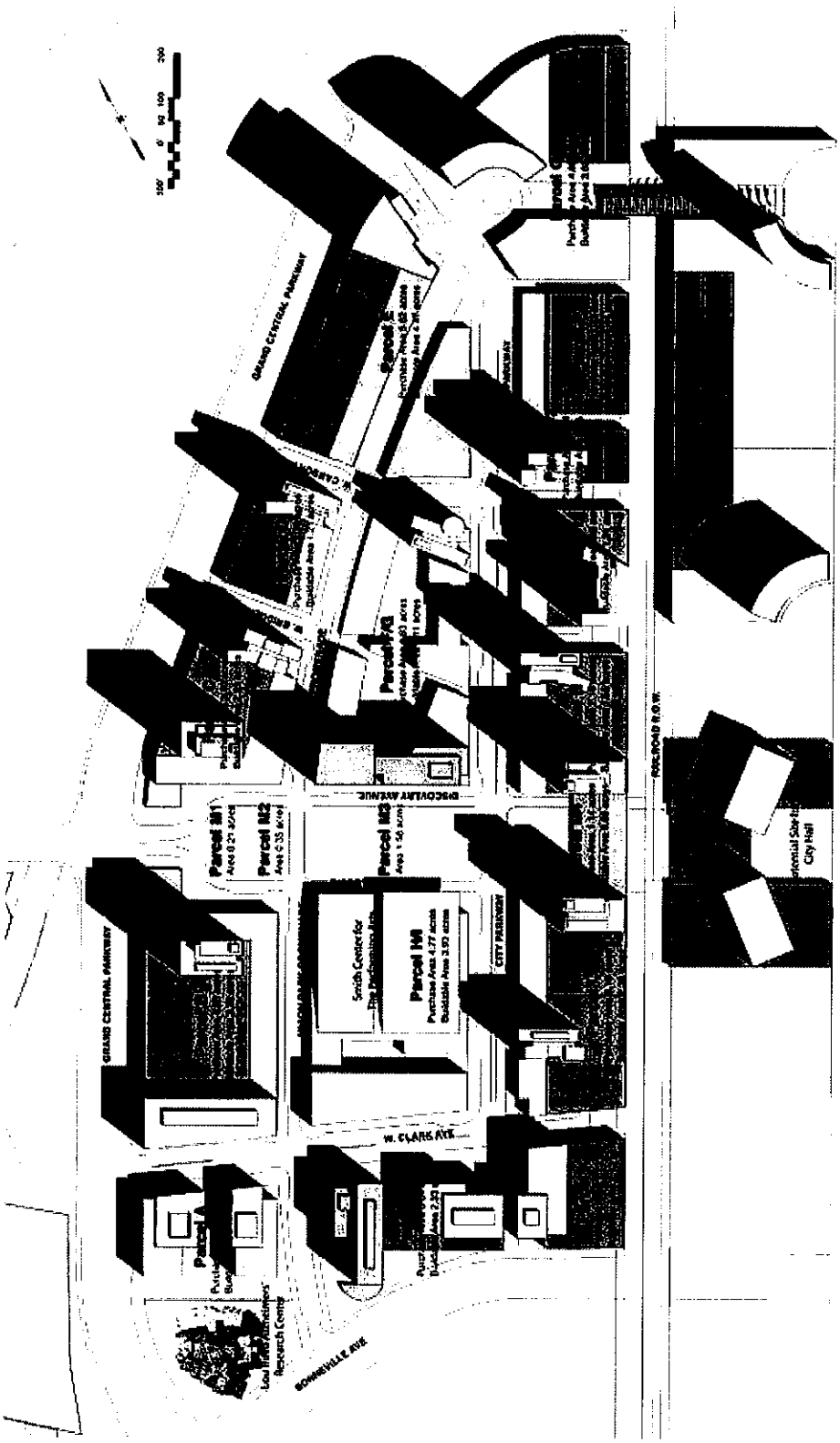


Exhibit "B" – Project Environmental Management

I.

Definitions

Capitalized Terms. Unless otherwise defined below, all capitalized terms used in this Exhibit "B" have the meanings ascribed to such terms in the Agreement.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the PAC Campus Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by NDEP or recommended by the Risk Assessment in order to ensure maintenance of a condition for the PAC Campus Site of no significant risk to public health or the environment.

"Applicable Environmental Guidance" means all applicable Requirements, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the PAC Campus Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Agreement.

"Certified Environmental Manager" ("CEM") means a person having been certified by the NDEP as an "Environmental Manager" pursuant to Nevada Administrative Code Chapter 459.

"City Obligations" has the meaning set forth below.

"City Remediation Cost Cap" shall mean, for the Primary Theater, the City's responsibility for the following costs incurred through completion of construction of the Primary Theater:

> (a) A cumulative amount to not exceed $3,274,000, for the following matters: (i) One half the cost of the Risk Assessment pursuant to Subsection 3B(a), below; (ii) soil remediation or disposal pursuant to Subsection 3B(b) or 3B(c) below; (iii) treatment of contaminated groundwater pursuant to Subsections 3B(b) or 3B(d) below; (iv) with the exception of actions resulting in Excess Remediation Costs, the value as Determined by City of any transportation, disposal, remediation, or other actions performed by UPRR in connection with the UPRR Environmental Obligations; and (iv) payment of any Excess Remediation Costs

claims by UPRR pursuant to Subsection 3B(f), below.

(b) An amount not to exceed $2,329,000 for Activity and Use Limitations recommended in the Risk Assessment pursuant to Subsection 3B(e), below.

The City Remediation Cost Cap, if any, for any Future Phase shall be determined by the Parties prior to execution of any Future Phase DDA. The City does not by this Agreement commit to fund a City Remediation Cost Cap for any Future Phase. Notwithstanding the foregoing, the City may, in its sole and absolute discretion, choose to fund City Remediation Cost Caps for Future Phases depending upon the availability of Pledged Rental Car Fees or other funds for such purposes, and the appropriateness of using Pledged Rental Car Fees or other funds for any particular proposed Future Phase.

"Deed Covenants" means obligations of Union Pacific Railroad set forth in the attached deed from Union Pacific Railroad to Ply Stadium Partners, Inc. and successors in title.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any governmental authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Conditions or Hazardous Substances.

"Environmental Permits" means all necessary federal, state, and local permits or other approvals relating to the handling, treatment, or disposal of Hazardous Substances in connection with the Primary Theater.

"Excess Remediation Costs" are those costs defined as such in Section 2.3(a)(iii) of the October 21, 1996, Purchase and Sale Agreement between Ply Stadium Partners, Inc. and UPRR.

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge,

emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenylsbiphenyls.

"NDEP" means the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection.

"PAC Obligations" has the meaning set forth below.

"Primary Theater" shall mean the Primary Theater Project and Primary Theater Site.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances.

"Risk Assessment" means a health risk assessment prepared by a well-qualified PhD environmental professional acceptable to both Parties that for all Known Hazardous Substances (i) identifies exposure pathways and exposure parameters to derive health-based soil and groundwater screening levels based on reasonable maximum exposure parameters, (ii) establishes soil and groundwater screening levels that represent chemical concentrations which would not result in adverse health effects under the assumed future land use of the PAC Campus Site, (iii) identifies potential exposures during construction as a component of the analysis, (iv) develops appropriate Activity and Use Limitations for redevelopment of the PAC Campus Site that will maintain protection of public health and the environment while, to the extent consistent with such mandate, minimizing overall Project Cost and City Work Costs, and (v) supersedes and replaces the Converse Consultants' September 24, 2002 Risk-Based Evaluation performed for City Parkway IV & V but only as to the PAC Campus Site and subject to the review and written concurrence of Converse Consultants.

"Soil and Groundwater Management Plan" means a plan approved by NDEP for handling Hazardous Substances in soil and groundwater encountered during and after construction of the Primary Theater.

"UPRR" means Union Pacific Railroad of Omaha, Nebraska.

"UPRR Environmental Obligations" are obligations of UPRR set forth in the Deed Covenants.

II.

1B. Limited Survival. Except for Subsections 3B(g) (City insurance obligations), 4B (as it relates to certain PAC cost obligations to comply with Applicable Environmental Guidance relating to the construction and operation of the Primary Theater), and 6B (PAC Indemnity) of this Exhibit B, each of which shall survive the termination of this Agreement and the execution of the LOA, the provisions, terms, covenants and conditions of this Exhibit B to the Agreement shall become null, void and unenforceable upon the termination of this Agreement.

2B. Acknowledgements. The Parties acknowledge that:

(a) They are aware of the presence of Known Hazardous Substances affecting the PAC Campus Site and NDEP has determined that UPRR is responsible, at a minimum, for satisfying the UPRR Environmental Obligations;

(b) NDEP may not require UPRR to remove or remediate all Hazardous Substances in soil that exceed NDEP's soil action levels or all Hazardous Substances in groundwater that exceed NDEP's maximum contaminant levels which may result in residual Hazardous Substances being left within the PAC Campus Site after NDEP releases UPRR from responsibility for the UPRR Environmental Obligations;

(c) if after UPRR has completed the UPRR Environmental Obligations to NDEP's satisfaction, concentrations of Hazardous Substances remain in soil or groundwater within the PAC Campus Site above NDEP action levels or maximum contaminant levels, then Hazardous Substances may need to be removed or remediated from soil or groundwater to a level that is protective of health and the environment as determined by the Risk Assessment;

(d) Activity and Use Limitations as identified and recommended by the Risk Assessment may need to be developed, designed, operated, maintained and enforced within the PAC Campus Site to maintain protection of health and the environment to the extent residual Hazardous Substances remain within the PAC Campus Site after UPRR completes the UPRR Environmental Obligations;

(e) higher water table conditions exist on certain portions of Union Park and may require dewatering of the PAC Campus Site, including removal or treatment or both of groundwater encountered during and after completion of construction of the Primary Theater and after UPRR has satisfied the UPRR Environmental Obligations pertaining to groundwater; and

(f) UPRR may assert a claim for Excess Remediation Costs and may record a lis pendens, lien or other encumbrance against the PAC Campus Site in connection with asserting such claim.

3B. City Obligations and PAC Obligations Regarding Hazardous Substances. City Obligations and PAC Obligations regarding Hazardous Substances shall, subject to the City Remediation Cost Cap, consist of the following matters:

(a) Risk Assessment. As soon as practicable after the Effective Date, PAC shall commission and obtain the Risk Assessment. PAC and the City shall each be responsible for paying one-half of the cost of the Risk Assessment. PAC shall include the City Project Representative in all communications with the person or entity selected to perform the Risk Assessment, and the Parties and their Project Representatives shall keep strictly confidential and protected from disclosure to any third parties all such communications.

(b) UPRR Environmental Obligations. To the extent required by Applicable Environmental Guidance, City shall use commercially reasonable efforts to require UPRR to complete the UPRR Environmental Obligations in connection with the construction of the Primary Theater. The value as Determined by City of any transportation, disposal, remediation, or other actions performed by UPRR in connection with the UPRR Environmental Obligations shall be charged against the City Remediation Cost Cap. To the extent UPRR fails to discharge any UPRR Environmental Obligations, City agrees, at City's sole and exclusive cost subject to the City Remediation Cost Cap, to perform the UPRR Environmental Obligations, and may in City's sole discretion seek reimbursement from UPRR. All costs for City's performance of the UPRR Environmental Obligations hereunder shall, subject to Subsection 4B, be charged against the City Remediation Cost Cap.

(c) Soil Remediation and Disposal Obligations. City shall, at City's election, either dispose of or remediate in a manner that complies with Applicable Environmental Guidance all contaminated soils excavated and delivered by PAC to City at an agreed upon location within the Union Park property during construction of the Primary Theater or cause others to do the same. Subject to Subsection 4B, City shall be responsible for all costs incurred to dispose of or remediate such soil, and the City's costs for such disposal or remediation shall be charged against the City Remediation Cost Cap. Subject to subsection 4B, the Parties shall bear as a Project Cost any cost to dispose of clean excess PAC Campus Site soils or excess PAC Campus Site soils remediated pursuant to this Section 3B, and the City's portion of such disposal costs shall not be charged against the City Remediation Cost Cap.

(d) Dewatering and Treatment. If and to the extent Applicable Environmental Guidance dictates that groundwater encountered during construction of the Primary Theater requires treatment, then City shall accept such water for treatment at a location acceptable to both Parties (the "Delivery Point"). City shall properly handle, treat, or otherwise dispose of all such delivered groundwater in compliance with Environmental Laws and shall obtain and maintain all Environmental Permits. During construction of the Primary Theater, City shall be solely responsible for any costs to treat and dispose of contaminated water delivered to the Delivery Point, which costs, subject to Subsection 4B, shall be charged against the City Remediation Cost Cap. Subject to Subsection 4B, any costs incurred to deliver contaminated water to the Delivery Point during construction, including but not limited to the design, construction, and permitting of any necessary wells, pumping, and transmission facilities, together with associated power costs ("Delivery Costs"), shall be borne by the Parties as a Project Cost and the City's portion of such Delivery Costs shall not be charged against the City Remediation Cost Cap.

(e) Activity and Use Limitations. During the construction of the Primary Theater, the City, subject to Subsection 4B, shall be responsible for up to $2,079,000 of the cost

of Activity and Use Limitations determined and recommended by the Risk Assessment, and all such costs shall be charged against the City Remediation Cost Cap. To the extent the cost of Activity and Use Limitations incurred during construction of the Primary Theater Project exceeds $2,329,000, PAC shall be solely responsible for all such costs.

(f) UPRR Excess Remediation Costs Claims. City shall in City's absolute and sole discretion either: (i) promptly pay any claim for reimbursement made by UPRR for Excess Remediation Costs; or (ii) notify UPRR and PAC that any such claim or some portion thereof for reimbursement is disputed in good faith. City shall promptly work with UPRR to resolve any disputed claim. To the extent City and UPRR cannot agree upon a disputed claim and UPRR records a lien or lis pendens against the PAC Campus Site, City shall promptly take action to remove such lien or lis pendens by bonding or otherwise and shall work to resolve immediately, finally and completely any litigation, arbitration, mediation, complaint, settlement, demand, claim or other action by UPRR for Excess Remediation Costs. Subject to Subsection 4B, any Excess Remediation Costs paid by City shall be charged against the City Remediation Cost Cap.

(g) Insurance. City agrees that during the term of this Agreement and of the LOA and any extended term of the LOA and this Agreement, City shall (i) in good faith use its reasonable best efforts to maintain at all times a pollution legal liability insurance policy or equivalent form of pollution insurance in which the PAC Campus Site is a covered property ("Policy") and (ii) request the underwriter to add PAC as a co-insured or additional insured at City's sole cost on any Policy. Any costs associated with maintaining the Policy or adding PAC to the Policy as a co-insured or additional insured shall not be charged against the City Remediation Cost Cap. After exhausting its good faith and reasonable best efforts to maintain the Policy, if City cannot agree to the terms and conditions for renewal of the Policy at any time during the term or extended term of the LOA or this Agreement, City shall provide PAC with written notice of same not less than 90 days before termination of the term of the Policy.

(h) CEM Contract. City shall promptly enter into a contract on terms and conditions acceptable to PAC that requires the CEM to promptly perform the work described below. City shall be exclusively responsible for all CEM costs incurred under the CEM contract through completion of construction of the Primary Theater, and such costs shall, subject to Subsection 4B, be charged against the City Remediation Cost Cap. At a minimum, the CEM contract shall require the CEM to promptly perform the following work:

1. Promptly prepare and submit to NDEP for approval the Soil and Groundwater Management Plan, which plan shall cover at least the following matters:

(i) Procedures for CEM Hazardous Substances testing of all excavated soils and any groundwater encountered before, during and after completion of construction of the Primary Theater;

(ii) the location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles that NDEP will approve for use as fill for the Primary Theater;

(iii) the location of and any measures necessary for the protection of human health and the environment associated with excavated soil stockpiles containing concentrations of Hazardous Substances exceeding that allowed by NDEP to be used as fill for the Primary Theater;

(iv) the Environmental Permits and the responsibility therefor, including, but not limited to, Clark County Department of Air Quality Management dust permitting, NDEP/federal storm water discharge permits, NDEP/federal point source discharge permits, and any Nevada Department of Conservation and Natural Resources – Division of Water Resources well construction and water appropriation permits;

(v) the method and timing of progress reports, and the method and timing of reporting the discovery of Hazardous Substances encountered during construction that do not constitute Known Hazardous Substances previously reported to NDEP; and

(vi) technology and the construction of any facilities to be used for on-site treatment and disposal of soil or groundwater, if any, containing or found to contain Hazardous Substances.

2. Obtain on behalf of and in the name of City all necessary Environmental Permits for the Project;

3. Oversee the testing, storage, handling, treatment, and transportation of any Hazardous Substances encountered during construction of the Primary Theater;

4. Deliver to City at the conclusion of the Primary Theater construction all records relating to any treatment facility constructed to treat soil or groundwater contamination, including applicable Environmental Permits;

5. Coordinate UPRR's discharge of the UPRR Environmental Obligations with the Architect, Contractor, and UPRR. The CEM shall regularly provide to the Parties a report of matters relating to the handling, storage, treatment, and disposal of Hazardous Substances encountered during construction of the Primary Theater, including updates regarding UPRR's discharge of UPRR Environmental Obligations;

6. To the extent any dispute arises with UPRR regarding UPRR Environmental Obligations, the CEM shall immediately report such dispute to the Parties; and

7. Ongoing soil and groundwater monitoring, sampling, testing, and reporting as may be required by Applicable Environmental Guidance throughout the term of this Agreement.

4B. Allocation of Applicable Environmental Guidance Compliance Costs in Excess of City Remediation Cost Cap. With respect to any Hazardous Substances within or affecting the Primary Theater Site, PAC shall design and construct the Primary Theater in a manner consistent with Applicable Environmental Guidance. If and to the extent the City Remediation Cost Cap

has been exhausted, the Parties shall bear the costs of compliance with Applicable Environmental Guidance during the course of construction as a Project Cost until the City Construction Fund Contribution component of the Final Contract Project Cost is exhausted. Once the City Remediation Cost Cap and City Construction Fund Contribution component of the Final Contract Project Cost are exhausted, PAC shall be solely responsible for all costs necessary to comply with Applicable Environmental Guidance relating to construction or operation of the Primary Theater, whether incurred by City or PAC under their respective obligations hereunder, and whether incurred before or after completion of the Primary Theater.

5B. Mutual Release. Each Party for itself and each Party's agents, representatives, successors, assigns, members, administrators, officers, directors, employees, and all other persons associated with each Party hereby irrevocably releases waives, remises, acquits and forever discharges all other Parties and each of their agents, representatives, successors, assigns, members, administrators, officers, directors, employees ("Released Party") from any and all claims or potential claims, causes of action and any demands whatsoever, whether presently known or unknown, vested or contingent, in law or in equity, and for claims of any nature whatsoever, whether based on Environmental Laws or any other federal, state or local statute or ordinance, or based on a tort, contract, common law or other theory of recovery, for any liability, obligation, responsibility, loss, cost, claim, damage, order, judgment, decree, expense (including, without limitation, reasonable attorney and expert fees and disbursements, including court costs and costs of appeal), penalty or fine incurred in connection with, arising from or out of, or related to any Release of Hazardous Substances or any violation of Environmental Laws occurring on the PAC Campus Site prior to the Effective Date. Nothing in this Section or this Agreement shall be construed as a release or waiver of any claim, arising from a breach of any term, condition, covenant, representation or warranty contained in this Agreement, or against UPRR or any other party responsible for a Release of Hazardous Substances affecting the PAC Campus Site or any violation of Environmental Laws.

6B. Indemnity. PAC shall have no indemnification obligation under this Agreement or otherwise in connection with any Hazardous Substance generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to the Execution Date, EXCEPT that PAC shall indemnify, hold harmless, and defend City, City's affiliates, council members, mayor, employees, agents, officers, successors, and assigns of and from all losses or claims for personal injury, property damage, or natural resource damages arising wholly or in part out of any failure by PAC, its contractors, subcontractors, representatives or agents to design, construct, or operate the Primary Theater in conformance with Applicable Environmental Guidance.

EXHIBIT "C" – PAC Campus Site

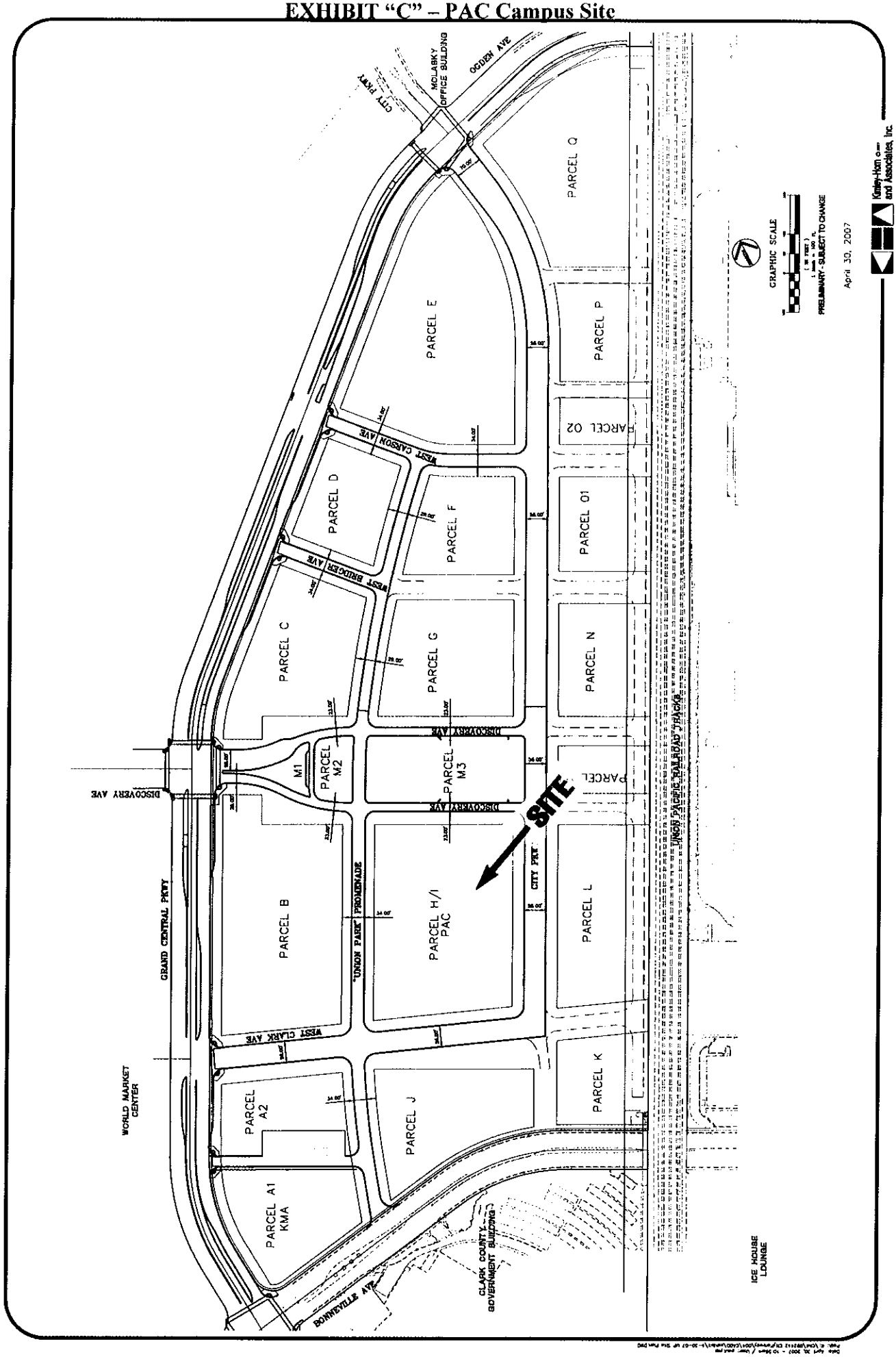


Exhibit "D" – List of Due Diligence Documents Delivered to PAC

Union Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	**01) Preliminary Title Report, Lawyers Title Company.pdf, June 17, 2004**
	02) CPV Vesting Deed.pdf
02	**ALTA Survey – G.C. Wallace, June 28, 2002**
	01) G. C. Wallace - 61-Acre ALTA Survey pg1 2002.pdf
	02) G.C. Wallace - 61-Acre ALTA Survey pg2 2002.pdf
	03) G.C. Wallace - ALTA Survey Easement Docs 1.pdf
	04) G.C. Wallace - ALTA Survey Easment Docs 2.pdf
03	As-Built Maps - Bonneville, Grand Central Parkway and Ogden, 1992, 1993, 1995, 1999, & 2000
	01) Bonneville Ave.pdf
	02) Main and Bonneville Intersection.pdf
	03) Ogden Avenue.pdf
	04) Parkway Center.pdf
04	Remedial Action Plan
	Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
	-Appendices
	Appendices.tif,
	Appendix A - Summary of Buried Disposal Area Investigation.tif
	Appendix B - Investigative Procedures.tif
	Appendix C - Chain-of-Custody Records.tif
	Appendix D - Field and Laboratory QA&QC Program.tif
	Appendix E - Health and Safety Plan.tif
	Appendix F - Regional Geology and Hydrogeology.tif
	Appendix G - Exploratory Boring Logs.tif
	Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
	Appendix I - Gauging Data and Hydrographs.tif
	Appendix J - Soil Laboratory Data Reports.tif
	Appendix K - Ground-Water Laboratory Data Reports.tif
	Appendix L - Maps of Approx Dist of Soils Containing PH.tif
	Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
	Appendix N - Liquid Hydrocarbon Volume Estimates.tif
	Appendix O - Air Quality Monitoring Report.tif
	Appendix P - Report of Industrial Hygiene Evaluation.tif
	Appendix Q - Desert Research Institute Report.tif
	Appendix R - Health Risk Assessment.tif
	Appendix S - USPCI Report of Oil Recovery Operations.tif
	OIL RECOVERY SYSTEM.TIF
	-Table of Contents and Executive Summary.tif
	- Sect 1 Introduction.tif
	- Sect 2 Purpose & Scope.tif
	- Sect 3 Site Background.tif

- Sect 4 Hydrocarbon Contamination.tif
- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif

PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf

05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

05 Plystadium Agreement

01) Plystadium Agreement.pdf
02) Amended and Restated Mem of Rights.pdf
03) Estoppel Certificate.pdf
04) Termination of Mem of Repurchase Option.pdf
05) Trustee's Deed - Lehman to PAMI.pdf
06) Grant Bargain Sale Deed UPRR Ply Stadium

06 Pollution Legal Liability Select

Pollution Legal Liability Select Policy.pdf

07 Environmental Risk Management – Converse Consultant, August 23, 2000

01) Environmental Risk Management 08-23-2000.pdf
02) Risk-Based Evaluation 09-24-2002.pdf
03) Hydrocarbon Free Product Plumes Map.pdf
04) Soil Impact Map.pdf

08 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

09 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003

Phaselexec.pdf
Phasellexec.pdf

10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002

Northern Prelim. Geotech.pdf
Southern Prelim. Geotech.pdf

11 Groundwater Monitoring Reports

Abandoned Wells July 2004

-Abandoned Wells July 2004.pdf
-Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm

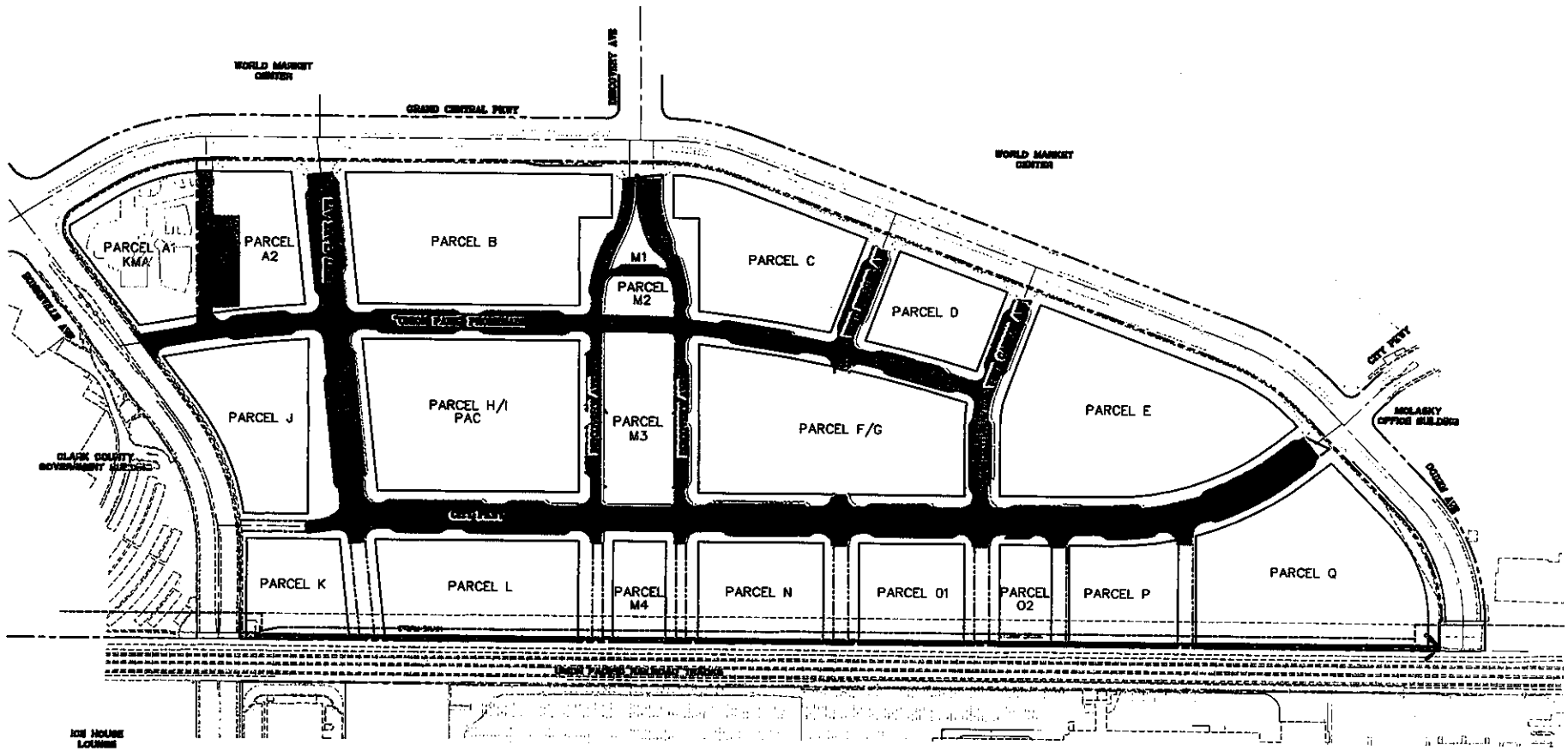
01) 2nd Quarter 1991 Groundwater Report.pdf
02) 2nd Quarter 2001 Groundwater Report.pdf
03) 3rd Quarter 2001 Groundwater Report.pdf
04) 4th Quarter 2001Groundwater Report.pdf
05) 1st Quarter 2002 Groundwater Report.pdf
06) 2nd Quarter 2002 Groundwater Report.pdf
07) 1st Half 2002 Semi-annual Compliance Report.pdf
08) 3rd Quarter 2002 Groundwater Report.pdf
09) 4th Quarter 2002 Groundwater Report.pdf

10) 1st Half 2003 Groundwater Report.pdf
11) 1st Half 2003 Semi-annual Compliance Report.pdf
12) 2nd Half 2003 Groundwater Report.pdf
13) 2nd Half 2003 Semi-annual Compliance Report.pdf
14) 1st Half 2004 Groundwater Report.pdf
15) 1st Half 2004 Semi-annula Compliance Report.pdf
16) 2nd Half 2004 Groundwater Report.pdf
17) 2nd Half 2004 Semi-annual Compliance Report.pdf
18) 1st Half 2005 Groundwater Report.pdf
19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

12 Maps

01) Union Park Concentration.pdf
02) Union Park Contamination.pdf
03) Union Park remediation.pdf
04) Remediation Depth.jpg

EXHIBIT "E" – Streets to be installed by the City



LEGEND:

PHASE I
START – DEC. 2007
FINISH – AUG. 2008

PHASE II
START – TO BE DETERMINED
FINISH – TO BE DETERMINED

GRAPHIC SCALE

Exhibit 01 -
CURRENT PROJECT CONSTRUCTION PHASING
February 6, 2007

Kimley-Horn and Associates, Inc.

EXHIBIT "F" – DISCLOSURE OF PRINCIPALS FORM

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 1	**Contracting Entity**
	SEE ATTACHED
Name	
Address	
Telephone	
EIN or DUNS	

Block 2	**Description**
Subject Matter of Contract/Agreement:	Amended and Restated Agreement to Design, Construct, and Lease a Performing Arts Center
RFP #:	N/A

Block 3	**Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	**X**	Corporation

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.			

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

EXHIBIT F

Disclosure of Principals
LVPACF Board of Directors

The Board of Directors of the Las Vegas Performing Arts Center Foundation as well as all persons and entities holding more than 1% interest in the Las Vegas Performing Arts Center Foundation or any principal of the Las Vegas Performing Arts Center Foundation are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Don Snyder, Chairman	6725 Via Austi Pkwy. Ste. 360., Las Vegas, NV 89119	614-0109
2. Keith Boman, Vice Chairman	601 S. Rancho Dr. Ste D-28, Las Vegas, NV 89106	383-0677
3. Kim Sinatra, Secretary	3131 Las Vegas Blvd. S., Las Vegas, NV 89109	770-2112
4. Gary Jacobs, Asst. Secretary	3600 Las Vegas Blvd. S., Las Vegas, NV 89109	693-7129
5. Scott MacTaggart, Director	530 Las Vegas Blvd. S., Las Vegas, NV 89101	385-3373
6. Robert Forbuss, Director	3980 Howard Hughes Pky. Ste 550, Las Vegas, NV 89109	379-4400
7. Nancy Houssels, Director	2580 Sorrell St., Las Vegas, NV 89146	252-3270
8. Charles Atwood, Director	One Caesars Palace Dr., Las Vegas, NV 89109	407-6387
9. Richard Bryan, Director	300 S. 4th Street, #1700, Las Vegas, NV 89101	383-8916
10. Alan Feldman, Director	3799 Las Vegas Blvd. S., Las Vegas, NV 89109	891-7147
11. Richard Plaster, Director	801 S. Rancho Dr. E-4., Las Vegas, NV 89106	671-6000
12. Jacqulyn Shropshire, Director	2877 Paradise Rd. #1601, Las Vegas, NV 89109	838-4933

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

LAS ~~VEGAS~~ PERFORMING ARTS CENTER FOUNDATION

By: _____

Its: President

Subscribed and sworn to before me this

5th day of MARCH, 2007.

_____
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PATRICIA HESTER
Appt. No. 01-69566-1
My Appt. Expires Oct. 20, 2009

EXHIBIT "G"

LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (this "**Lease**") is entered into as of _____ __, 20__ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("**Landlord**"), and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation ("**Tenant**").

RECITALS

WHEREAS, Landlord owns certain real property consisting of an approximately 61-acre site located in the Parkway Project in downtown Las Vegas, Clark County, Nevada commonly referred to as Union Park depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("**Union Park**");

WHEREAS, pursuant to Subsection 1 of Section 3 of Chapter 15, Statutes of Nevada of the 20th Special Session (2003) (the "**Act**"), the Board of County Commissioners of Clark County Nevada (the "**Board**"), a political subdivision of the State of Nevada ("**County**"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of not more than two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "**Rental Car Fee**"); and

WHEREAS, the monies received by the County from the Rental Car Fee other than those required to be used for the culinary and hospitality academy (the "**Pledged Rental Car Fees**") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and Landlord (pursuant to the Landlord Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and 244A.019, respectively, and it is contemplated by the parties that such performing arts center authorized to be financed in the County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, Landlord and County have entered into an Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Project (as amended the "**Interlocal Agreement**") whereby County will provide to Landlord the Pledged Rental Car Fees to enable Landlord to use all of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain such performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement; and

WHEREAS, Landlord and the County intended that Landlord issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of Landlord authorizing the issuance thereof (collectively, the "**Bond Ordinance**") in order to fund, in part, the acquisition, establishment, construction or expansion of a performing arts center (which will be located in the County) and otherwise to use all of the Pledged Rental Car Fees distributed to the Landlord to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, pursuant to the Bond Ordinance Landlord has issued bonds the proceeds of which have funded in part the design and construction of such performing arts center; and

WHEREAS, Landlord and Tenant entered into that certain Agreement to Design, Construct and Lease a Performing Arts Center dated _____, 2005, as such may have been amended, (the "**Design and Construction Agreement**") whereby the Parties agreed to design and construct such performing arts center; and

WHEREAS, the construction of the performing arts center has been completed pursuant to the Design and Construction Agreement and pursuant to the Design and Construction Agreement, the Parties are obligated to enter into this Lease whereby the Landlord shall lease to Tenant, and Tenant shall lease from the Landlord, the performing arts center.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between Landlord and Tenant that the foregoing recitals are true and correct, and further agree as follows:

AGREEMENT

SECTION 1
DEFINITIONS

1.1 Definitions. As used herein the following terms shall have the following definitions:

"Act" shall have the meaning set forth in the second Recital.

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Premises

Site, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, or recommended by the Risk Assessment in order to ensure maintenance of a condition for the Premises of no significant risk to public health or the environment.

"Alterations" shall have the meaning set forth in Section 7 herein.

"Applicable Environmental Guidance" means all Applicable Laws, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

"Applicable Laws" shall have the meaning set forth in Section 5.1.

"Board" shall have the meaning set forth in the second recital.

"Bonds" means those bonds issued by Landlord pursuant to the Bond Ordinance the proceeds of which were used in the construction, improvement or equipment of the Premises or any improvements or appurtenances therefore pursuant to the Design and Construction Agreement, any additional bonds issued by Landlord to finance improvements of, additions to or equipment for the Premises or any other improvements or appurtenances therefore, and any bonds that refund or refinance any bonds described in this definition.

"Bond Ordinance" shall have the meaning set forth in sixth Recital.

"Charge" shall have the meaning set forth in Section 12.

"Commencement Date" shall have the meaning set forth in the first paragraph of this Agreement.

"County" shall have the meaning set forth in the second Recital.

"Damaged" shall have the meaning set forth in Section 14.1.

"Deed" shall have the meaning set forth in Section 22.1.

"Default Rate" shall have the meaning set forth in Section 3.2.

"Design and Construction Agreement" shall have the meaning set forth in the eighth Recital.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

"Excess Fees" shall have the meaning set forth in Section 6.3(b) herein.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the State of Nevada, the City of Las Vegas, Clark County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises (or any portion thereof).

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Initial Parking Facilities" shall have the meaning set forth in Section 9.1(a).

"Initial Parking Term" shall have the meaning set forth in Section 9.1(b).

"Interlocal Agreement" shall have the meaning set forth in the fifth Recital.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenyls.

"Landlord" shall have the meaning set forth in the first paragraph of this Lease.

"Landlord Events of Default" shall have the meaning set forth in Section 20.1

"Landlord Parties" shall have the meaning set forth in Section 15.1(a).

"Lease" shall have the meaning set forth in the first paragraph of this Lease.

"Lease Term" shall have the meaning set forth in Section 2.2 hereof.

"Losses" shall have the meaning set forth in Section 15.1(a).

"Major Damage" shall have the meaning set forth in Section 14.2(a).

"Minor Alterations" means all nonstructural Alterations other than any single nonstructural Alteration which costs in excess of $1,000,000.

"Minor Damage" shall have the meaning set forth in Section 14.1.

"NRS" means the Nevada Revised Statutes as in effect from time to time.

"Operating Budget" shall have the meaning set forth in Section 6.4.

"Parking Facilities" shall have the meaning set forth in Section 9.1(a).

"Permitted Use" means the operation by a not-for-profit entity qualifying pursuant to Section 501(c)(3) of the Tax Code of a performing arts center and operations reasonably related thereto, provided, however that in no event shall any use of the Premises exceed the Private Use Limitation.

"Pledged Rental Car Fees" shall have the meaning set forth in the third Recital.

"Premises" means that parcel of real property legally described on Exhibit "B" attached hereto and the performing arts center constructed on such parcel of real property, including any and all other improvements now or hereafter located thereon and any and all fixtures and personal property used in connection with the operation of any of such performing arts center and all singular appurtenances, rights, privileges, and easements thereunto appertaining.

"Private Use Limitation" means that the value of space in the Premises which has been financed with the Bonds used by entities other than

(i) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and

(ii) state and local governments

must not be more than nine percent (9%) of the value of the space in the Premises financed with the Bonds.

"Project Information" means those disclosures and all studies, reports and other information set forth in **Exhibit D** to the Design and Construction Agreement.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Premises as of the Commencement Date.

"Rent" shall have the meaning set forth in Section 3.1.

"Rental Car Fee" shall have the meaning set forth in the second Recital.

"Repair" shall have the meaning set forth in Section 14.1.

"Restoration Conditions" shall have the meaning set forth in Section 14.2(b).

"Risk Assessment" means the risk assessment prepared pursuant to **Exhibit B** (Project Environmental Management) to the Design and Construction Agreement.

"Soil and Groundwater Management Plan" means the soil and groundwater management plan prepared and approved pursuant to **Exhibit B** (Project Environmental Management) to the Design and Construction Agreement.

"Substitute Parking Facilities" shall have the meaning set forth in Section 9.1(c).

"Tax Code" shall have the meaning set forth in Section 5.2.

"Tenant" shall have the meaning set forth in the first paragraph of this Lease.

"Tenant Events of Default" shall have the meaning set forth in Section 19.1.

"Tenant Indemnified Parties" shall have the meaning set forth in Section 15.3.

"Tenant Parties" shall have the meaning set forth in Section 9.1.

"Tenant's Property" shall have the meaning set forth in Section 4.3.

"Transfer Documents" shall have the meaning set forth in Section 22.1.

"Union Park" shall have the meaning set forth in the first Recital.

SECTION 2
DEMISE OF PREMISES AND TERM

2.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold the Premises during the Lease Term and subject to the terms and conditions herein contained.

2.2 Term. This Lease shall be effective and the term of the Lease (the "**Lease Term**") shall commence on the Commencement Date and continue until 11:59 p.m. on the ninety-ninth (99th) anniversary of the Commencement Date.

2.3 Holding Over. Should Tenant hold possession of the Premises after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein.

SECTION 3
RENT

3.1 Rent. Tenant shall pay to Landlord annual rent for the Premises in the amount of One and 00/100ths Dollars ($1.00), payable on the Commencement Date and thereafter on each anniversary of the Commencement Date during the Lease Term (the "**Rent**"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord.

3.2 Default Rate. If Tenant fails to pay, when due and payable, any Rent or any other amounts or charges to be paid by Tenant to Landlord hereunder within ten (10) days after written notice from Landlord that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to the prime rate of interest last ascertained by the Commissioner of Financial Institutions of the State of Nevada pursuant to NRS Section 99.040, plus five (5) percentage points (the "**Default Rate**"). Additionally, if Landlord fails to pay, when due and payable, any amounts or charges to be paid by Landlord hereunder within ten (10) days after written notice from Tenant that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the Default Rate.

3.2 Triple Net Lease. Tenant hereby acknowledges that this Lease is intended to be a fully net lease and that all costs related to the ownership, operation and maintenance of the

Premises shall be borne and paid exclusively by Tenant, including all utilities, taxes, assessments, insurance, utilities, repairs, restoration and maintenance.

SECTION 4
CONDITION OF PREMISES AND SURRENDER

4.1 Condition of Premises; Completion of Duties under Design and Construction Agreement.

(a) Tenant agrees and acknowledges that it has been involved in all aspects of the design and construction of the Premises. In connection therewith, Tenant agrees as follows: (i) Tenant is fully aware of the physical condition of the Premises and accepts the Premises "as-is", (ii) except for the representations and warranties set forth herein, Tenant is not relying on representations or warranties made by Landlord or Landlord's agents, if any, (iii) Tenant is aware of the presence of certain Hazardous Substances on the Premises and accepts the Premises subject to the existence of such Hazardous Substances,(iv) Landlord shall not be liable to Tenant, in any event whatsoever, to correct any latent or patent defects in the Premises, and (v) any and all information provided by Landlord to Tenant, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the Premises, have been delivered without representation or warranty.

(b) Tenant and Landlord both mutually acknowledge and agree that both parties have performed their respective obligations under the Design and Construction Agreement and that by entering into this Lease they have no further obligations under the Design and Construction Agreement except (i) to the extent as may be provided in a separate instrument signed by both Tenant and Landlord and (ii) for those obligations which survive pursuant to the terms of the Design and Construction Agreement.

4.2 Design/Contractor Warranties. Tenant agrees that Landlord shall have no responsibility or obligation whatsoever in connection with the condition of the Premises at any time, including any problems or defects (whether patent or latent) related to the design and construction of the Premises. Landlord hereby assigns to Tenant any of Landlord's rights or warranties under the Design and Construction Agreement and any other design or construction contracts or otherwise related to the design and construction of the Premises to cause the correction or repair of any problems or defects related to the design and construction of the Premises. Tenant agrees at its sole cost and expense to diligently pursue any such rights or warranties pursuant to such design and construction contracts in order to correct or repair any such problems or defects related to the design and/or construction of the Premises.

4.3 Surrender of the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, at its sole cost and expense, within fifteen (15) days after receipt of written notice, remove all personal property and trade fixtures which Tenant has installed or placed in or on the Premises (all of which are hereinafter collectively referred to as "**Tenant's Property**"), from the Premises and repair all damage thereto resulting from such removal and Tenant shall

thereupon surrender the Premises. In the event Tenant shall fail to remove any of Tenant's Property, Landlord shall retain such Tenant's Property without any payment or offset therefore.

SECTION 5
USE OF PREMISES

5.1 Purpose; Comply with Laws. Tenant may use and occupy the Premises for the Permitted Use only and no other use whatsoever. Tenant shall, at all times during the Lease Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes and laws, now or hereafter in effect pertaining to the Premises or any party's use thereof (collectively, the **"Applicable Laws"**).

5.2 Tax Covenant. Tenant and Landlord acknowledge that the Bonds have been issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "**Tax Code**"). Landlord and Tenant agree that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, any of Tenant's funds or the facilities financed with the proceeds of the Bonds (including, without limitation, exceeding the Private Use Limitation) if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted earnings adjustment applicable to corporations under Section 56 of the Tax Code, in calculating corporate alternative minimum taxable income.

5.3 Environmental Conditions.

5.3.1 No Hazardous Substances. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, under, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date, except as set forth in this **Section 5.3** and **Section 5.4**. After the Commencement Date, Tenant shall not use the Premises, or permit any entity or person to use the Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Premises, other than Known Hazardous Substances affecting the Premises, Tenant shall immediately give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances including but not limited to all such documents as may be involved in any reportable use involving the Premises. If any Hazardous Substances, other than Known Hazardous Substances, are present in or about the Premises, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with

respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.3**, unless specifically so provided in such agreement.

5.3.2 Compliance with Applicable Environmental Guidance. Tenant, at Tenant's sole cost and expense, shall at all times during the Lease Term substantially comply with Applicable Environmental Guidance. Such costs and expenses include but are not limited to all costs and expenses for ongoing diversion, treatment, and disposal of groundwater, Risk Assessment compliance, monitoring of Known Hazardous Substances, and maintenance of any Activity and Use Limitations.

5.4 Environmental Indemnity. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, under, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date, except as set forth below in this **Section 5.4**. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (i) Tenant's failure to use or occupy the Premises in a manner consistent with Applicable Environmental Guidance; or (ii) any Hazardous Substances brought onto the Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this **Section 5.4** shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.4**, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this Section 5.4 shall include, without in any way limiting the foregoing:

(i) All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws or Environmental Laws; and

(iii) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this **Section 5.4** shall survive termination of this Lease and shall be in addition to and does not supersede the indemnity of Landlord by Tenant in Section 6B of Exhibit B to the Design and Construction Agreement (the "**Section 6B Design Agreement Indemnity**"), which Section 6B Design Agreement Indemnity shall expressly survive the execution and termination of this Lease.

5.5 Inspection. Landlord or its agents, employees or contractors may enter the Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises to determine compliance with the terms of this Lease.

5.6 Landlord Use. Landlord shall have the right to use the Premises from time to time for events in connection with Landlord's municipal function or as otherwise desired by Landlord provided that each use of the Premises by Landlord (i) shall not interfere with any scheduled events at the Premises, (ii) shall be at the sole cost and expense of Landlord, including, without limitation, the reimbursement of Tenant's cost relating to such use and (iii) that Landlord shall coordinate such use of the Premises with Tenant including providing reasonable advance notice thereof. Landlord and Tenant agree that they will attempt to schedule Landlord's use of the Premises annually in connection with the Landlord's review of the Operating Budget.

SECTION 6
ADDITIONAL COVENANTS OF LANDLORD AND TENANT

6.1 No New Encumbrances. Landlord shall not, without Tenant's prior approval, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Commencement Date.

6.2 Operating Endowment. Tenant has received a gift from the Reynolds Foundation of an endowment in the amount of $45,000,000, the earnings of which shall be used for the operation and maintenance of the Premises. Tenant agrees to comply with all the terms and conditions of the endowment and to use the earnings thereon solely in connection with the operation and maintenance of the Premises. Tenant agrees not to materially change the permitted uses of the Operating Endowment without the written consent of the Landlord.

6.3 Compliance with Budget Law and Excess Fees.

(a) All of the Landlord's obligations under this Agreement are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill

such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation.

(b) Landlord agrees that any Pledged Rental Car Fees received by Landlord in excess of what is determined by Landlord to be needed to pay annual debt service on the Bonds and establish a reserve in an amount determined by Landlord, provided that the amount of such reserve shall not exceed the combined maximum annual debt service on the Bonds then outstanding (the "**Excess Fees**") shall be used only as permitted by NRS 244A.840(3) and the Interlocal Agreement. Landlord agrees that, subject to paragraph (a) immediately next above, Landlord's manager shall, in the budget presented to the governing body of Landlord for each of Landlord's fiscal years, show (i) any Excess Fees as being used for the purposes permitted by NRS 244A.840(3) and the Interlocal Agreement that are set forth in the Operating Budget and (ii) any other obligations of Landlord under this Lease which have a fiscal requirement on Landlord. Payments to Tenant of Excess Fees, if any, shall be made quarterly.

6.4 Annual Operating Budget. Tenant agrees that no later than February 1 of each year Tenant shall submit to Landlord an operating budget for the performing arts center for the twelve (12) month period commencing on the next July1 (the "**Operating Budget**") showing in detail reasonably acceptable to Landlord, Tenant's projected operating costs and revenues for such calendar year. Such budget shall set forth the amount of Excess Fees Tenant projects to use during such twelve (12) month period.

6.5 Interlocal Agreement. Pursuant to NRS Section 244A.860 and the Interlocal Agreement, Landlord assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the performing arts center and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof. Pursuant to NRS Section 244A.860 and subject to and in accordance with the terms of this Lease, Landlord hereby delegates to Tenant, and Tenant hereby assumes from Landlord all responsibility for the design, equipment, operation and maintenance of the performing arts center and PAC agrees to use the Pledged Rental Car Fees that it receives from Landlord to pay the costs associated with such obligations.

SECTION 7
ALTERATIONS

Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements to the Premises (collectively "**Alterations**") without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned, including, without limitation, any Alterations to the exterior of the Premises (including signage). Tenant shall deliver to Landlord, for Landlord's approval (which approval shall not be unreasonably withheld) prior to bidding any construction of the Alterations (except for Minor Alterations), a complete set of plans and

specifications for the proposed Alterations (except for Minor Alterations), copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this Section 7.1 promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338.

SECTION 8
UTILITIES

Landlord and Tenant acknowledge that this Lease is intended to be a fully net lease and that Tenant shall be responsible for all repairs required to the Premises and for the provision of all utilities at the Premises, including, but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises.

SECTION 9
PARKING FACILITIES AND COMMON AREAS

9.1 Offsite Parking.

(a) At all times during the Lease Term, Landlord shall provide to Tenant, and to its agents, employees, servants, contractors, tenants, licensees, customers, and business invitees (collectively, the "**Tenant Parties**"), the use of 1,800 parking spaces in Union Park (the "**Parking Facilities**"), provided, however, that in the event Tenant elects to construct the Project in phases, the initial Parking Facilities shall be reduced by 400 parking spaces until such time as the second phase of the development has been completed. At all times during the Lease Term when Landlord or one of its affiliates owns the real property on which the Parking Facilities are located (collectively, the "**Parking Property**"), or any portion thereof, such Parking Facilities, or applicable portion thereof, (i) shall be for the exclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events; and (ii) may be used by Tenant and the Tenant Parties in a nonexclusive manner at all other times while the Parking Facilities are open. At all times during the Lease Term when Landlord or one of its affiliates does not own the Parking Property, or any portion thereof, such Parking Facilities, or applicable

portion thereof, shall be for the nonexclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events. The Parking Facilities will be subject to reasonable rules and regulations as Landlord or private parking garage owners, as applicable, may from time to time impose. At all times during the Lease Term, Landlord shall use commercially reasonable efforts to provide the Parking Facilities in a location which is reasonably close in proximity to the front door of the performing arts center. Landlord intends to initially provide the Parking Facilities to Tenant at the location substantially consistent with Exhibit "F" attached hereto ("**Initial Parking Facilities**"). At all times during the Lease Term and during which Landlord or one of its affiliates owns the Parking Property, or any portion thereof, Landlord shall (A) keep and maintain in good order, condition and repair such Parking Facilities; and (B) shall manage, or shall utilize the services of a parking management company to manage, such Parking Facilities located thereon to ensure and enforce the exclusive parking rights granted to Tenant and the Tenant Parties hereby.

(b) During the first five (5) years following the Commencement Date ("**Initial Parking Term**"), Landlord shall provide the Parking Facilities to Tenant and the Tenant Parties at no charge to the Tenant or the Tenant Parties, provided that Tenant does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. At the end of the Initial Parking Term, Landlord agrees to consider a request from Tenant in its Operating Budget for Landlord to continue to provide the Parking Facilities free of charge for another five (5) year period provided that Tenant again does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. Following expiration of the Initial Parking Term and in the event that Landlord does not agree to continue to provide the Parking Facilities free of charge, Landlord shall be permitted to charge a fee to the Tenant Parties for use of the Parking Facilities, provided that such charge shall not exceed the reasonable going market rate for parking in downtown Las Vegas, Nevada.

(c) Tenant acknowledges and agrees that Landlord is developing, or causing to be developed, Union Park for other commercial, residential, and entertainment uses. Tenant hereby agrees that as construction on Union Park progresses that Landlord shall have the right to relocate the Parking Facilities to locations on Union Park other than the location identified as the Initial Parking Facilities ("**Substitute Parking Facilities**") so long as the requirements and conditions set forth in subsections (a) and (b) above are satisfied. Landlord agrees to give Tenant no less than ninety (90) days notice prior to any relocation of any Parking Facilities to Substitute Parking Facilities. Tenant acknowledges that the Substitute Parking Facilities may be in the form of surface parking, parking in a structured garage, or a combination thereof. Landlord shall use commercially reasonable efforts to provide the Substitute Parking Facilities at a location which is reasonably close in proximity to the front door of the performing arts center. Tenant agrees that such relocation may require Landlord to charge a fee to Tenant for use of the Substitute Parking Facilities, subject to the terms specified in subsection (b) above.

(d) In the event Landlord relocates City Hall to Union Park at the location currently planned for City Hall, Landlord shall make available to Tenant and the Tenant Parties the parking garage related to or on the City Hall site as Parking Facilities subject to the requirements set forth in this Section. Tenant agrees that nothing contained in this Lease or

otherwise creates any agreement or obligation whatsoever on the part of Landlord or any department, employee or agent of Landlord to construct City Hall or any other building or project within Union Park.

(e) In the event that Landlord desires to convey or lease the Parking Property, any portion thereof, or any real property on which Landlord intends that the Parking Facilities, or any portion thereof, be located, to a party other than one of Landlord's affiliates, Landlord agrees that such real property will be conveyed or leased, as applicable, subject to a covenant running with such real property requiring the transferee or tenant thereof, as applicable, to provide Tenant and the Tenant Parties with the Parking Facilities and otherwise comply with the terms and provisions of this Section 9 hereof.

9.2 Access to Parking Facilities. In addition, Landlord hereby grants to Tenant and the Tenant Parties a non-exclusive license, at no cost or expense to Tenant or any Tenant Party, to traverse Union Park in order to (a) travel between the Premises and the Parking Facilities along sidewalks and pathways and (b) to drive in, through and out of the Parking Facilities to and from any public street.

SECTION 10
TAXES

10.1 Real Property Taxes and Assessments. Tenant shall pay or cause to be paid all taxes and assessments as they come due which (i) are or may become a lien on the Premises or which are assessed against or imposed upon the Premises or (ii) are charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall furnish Landlord with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days prior to the applicable delinquency date therefor. Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any asserted tax or assessment so long as (a) such contest is diligently pursued, and (b) Landlord reasonably determines, in its subjective opinion, that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

10.2 Taxes Related to Tenant Activities. Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

10.3 Landlord Receives Statement or Bill. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 11
MAINTENANCE AND REPAIRS

11.1 No Landlord Repairs. Landlord shall have no responsibility or liability for failure to supply any services or maintenance or to make any repairs on the Premises. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by or in connection with the Premises, or any appurtenances thereto, being out of repair or by bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any occupant of the Premises, or of any other person other than those caused by Landlord or any Landlord Party.

11.2 Tenant Repairs.

(a) Tenant shall keep and maintain in good order, condition and repair (including, without limitation, any such replacement and restoration as is required for that purpose) the Premises, every part thereof and any and all appurtenances thereto wherever located, including, without limitation, all repairs and replacements, structural and nonstructural, foreseen and unforeseen, which are necessary to maintain and preserve the Premises in good condition and operation. All repairs shall be made in accordance with all Applicable Laws, including NRS Chapter 338, promptly, efficiently, and in a good workmanlike manner. Tenant agrees to provide Landlord a schedule of regular maintenance and repair that Tenant shall undertake in connection with the Premises. Landlord shall have the right to conduct an annual inspection of the Premises to determine Tenant's compliance with this Section 11.2 and Tenant agrees to cooperate in such annual inspection.

(b) If Tenant fails to maintain or repair the Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand. Tenant agrees that, provided that Landlord has

followed the procedures set forth in this subsection (b) for the exercise of Landlord's right to cure Tenant's failure to maintain or repair the Premises, Landlord shall be entitled to apply any Excess Fees to pay the costs of such maintenance or repair or to reimburse Landlord for such costs incurred by Landlord.

SECTION 12
LIENS

Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work on the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or other charge (collectively a "**Charge**") against or upon the Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, rights, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefor.

SECTION 13
INSURANCE

13.1 Maintain Insurance Policies. Tenant shall, at Tenant's expense, maintain in force and effect on the Premises at all times the following insurance:

(a) Insurance against loss or damage to the Premises by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" or "special form" form of insurance policy. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost (insurable value) of the Premises (as established by an MAI appraisal), without reduction for depreciation. The full replacement cost shall be determined annually upon renewal of the insurance policy to ensure compliance with the foregoing requirement throughout the term of the Lease. Absent such annual adjustment, each policy shall contain such terms as are

necessary to insure that the policy limit will be increased over time to reflect the effect of inflation. Full replacement cost, as used herein, means, with respect to the Premises, the cost of replacing the Premises without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Tenant shall also maintain insurance against loss or damage to furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Premises and owned by Tenant from time to time, to the extent applicable, in the amount of the cost of replacing the same, in each case, with such coverage as is necessary to insure that the amount will be increased over time to reflect the effect of inflation, or annual valuation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to Landlord's approval. The maximum deductible shall be $100,000.00 or such other amount that is acceptable to Landlord based on its assessment of market conditions as the same shall apply to properties similar to the Premises.

(b) Commercial general liability insurance against claims for personal injury, bodily injury, death and Premises damage occurring on, in or about the Premises in amounts not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than $2,000,000.00. During any construction on the Premises, Tenant's general contractor for such construction shall also provide the insurance required in this subsection (b). Landlord hereby retains the right to periodically review the amount of said liability insurance being maintained by Tenant and to require an increase in the amount of said liability insurance should Landlord deem an increase to be reasonably prudent under then existing circumstances.

(c) Boiler and machinery insurance is required if steam boilers or other pressure-fired vessels are in operation at the Premises. Minimum liability coverage per accident must equal the greater of the replacement cost (insurable value) of the Premises housing such boiler or pressure-fired machinery or $2,000,000.00. If one or more HVAC units that serve(s) all or a material part of the Premises is in operation at the Premises, "Systems Breakdowns" coverage shall be required, as determined by Landlord. Minimum liability coverage per accident must equal the value of such unit(s).

(d) If the Premises or any part thereof are situated in an area now or subsequently designated by the Federal Emergency Management Agency ("FEMA") as a special flood hazard area (Zone A or Zone V), flood insurance in an amount equal to the lesser of: (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis or (ii) the maximum insurance available under the appropriate National Flood Insurance Administration program. The maximum deductible shall be $100,000.00 per building or a higher minimum amount as required by FEMA or other applicable law.

(e) During the period of any construction, renovation or alteration of the Premises which exceeds $50,000.00, at Landlord's request, a completed value, "All Risk" Builder's Risk form, or "Course of Construction" insurance policy in non-reporting form with

replacement cost and no co-insurance, in an amount approved by Landlord, may be required. During the period of any construction of any addition to the existing Premises, a completed value, "All Risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Landlord, shall be required.

(f) When required by applicable law, ordinance or other regulation, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state in which the Premises is located.

(g) Such other insurance on the Premises or on any replacements or substitutions thereof or additions thereto as may from time to time be required by Landlord against other insurable hazards, casualties or matters, but only to the extent such matters at the time are commonly insured against in the case of Premises similarly situated, including, without limitation, earthquake and law and ordinance insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

(h) All such insurance shall (i) be with insurers fully licensed and authorized to do business in Nevada and which insurers, unless otherwise approved in writing by Landlord, shall have and maintain a rating of at least "BBB" or higher from Standard & Poor's Rating Services, a division of The McGraw Hill Companies; (ii) contain the complete address of the Premises (or a complete legal description); (iii) be for terms of at least one year with premium prepaid; (iv) be subject to the approval of Landlord as to insurance companies, amounts, content, forms of policies, method by which premiums are paid and expiration dates; (v) contain deductibles which do not exceed $100,000.00 or an amount subject to Landlord's approval (except that the deductible with respect to the policy described in clause (d) above, shall not exceed $100,000.00 or a higher minimum amount as required by FEMA or other applicable law); and (vi) include a standard, non-contributory, Landlord clause naming: Landlord as an additional insured under all liability insurance policies and as the owner of the Premises on all Premises insurance policies.

13.2 Certificates of Insurance. Insurance required to be maintained by Tenant hereunder shall be in companies duly authorized to do business in Nevada holding a "General Policyholders' Rating" of "A" or better and a "financial rating" of 10 or better, as set forth in the most current issue of "Best's Insurance Guide," or such comparable ratings as Landlord shall approve, in its sole discretion. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each certificate of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord of such cancellation. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by the insurer or Tenant shall require not less than thirty (30) days prior written notice to

Landlord. If Tenant fails to maintain any insurance coverage as required by this Lease, Landlord may, without declaring Tenant in default of this Lease, procure any such insurance coverage. In such case, Tenant shall reimburse Landlord within thirty (30) days of demand for all costs incurred in obtaining such insurance. Tenant agrees that Landlord shall be entitled to apply any Excess Fees to pay the costs of procuring such insurance coverage in the event Tenant fails to reimburse Landlord within such thirty (30) day period.

13.3 Waiver of Rights of Recovery. Tenant hereby waives any and all rights of recovery from Landlord, its stockholders, directors, officers, partners, managers, members, agents and employees for any loss or damage, including, without limitation, consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by Tenant hereunder.

13.4 Waiver of Subrogation. Provided it does not violate any Applicable Laws or regulations or jeopardize Tenant's insurance coverage(s), each policy of property insurance (and to the extent obtainable with respect to public liability insurance) provided for in this Section shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against both Landlord and Tenant, and their stockholders, directors, officers, partners, members, managers, agents and employees. All such policies carried by Tenant shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Anything contained herein to the contrary notwithstanding the amounts of all insurance required hereunder to be paid by Landlord or Tenant shall be not less than an amount sufficient to prevent the applicable party from becoming a co-insurer.

13.5 No Prohibited Items or Use. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 14
DESTRUCTION OF PREMISES; CONDEMNATION

14.1 Minor Damage. Should the Premises or any portion thereof be damaged or destroyed by any cause whatsoever ("**Damaged**") which Damage is assessed in an amount less than One Million Dollars ($1,000,000) ("**Minor Damage**"), Tenant shall provide Landlord with prompt written notice of the same and shall promptly repair, reconstruct and restore (collectively, "**Repair**") such Minor Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338. Tenant may, without the prior written consent of Landlord, settle, compromise or adjust or apply any insurance or other claim so long as the amount of the claim (but not the settlement or compromise thereof) is less than $1,000,000. Landlord and Tenant agree that any insurance proceeds payable in connection with Minor Damage shall be payable directly to Tenant to be used for such Repair and Landlord shall have no claim whatsoever to such proceeds. All repair undertaken by Tenant shall be in compliance with Section 12 hereof.

14.2 Major Damage.

(a) Should the Premises or any portion thereof be Damaged which Damage is assessed in an amount of One Million Dollars ($1,000,000) or more ("**Major Damage**"), Tenant shall provide Landlord with prompt written notice and, subject to the provisions of this Section 14.2, promptly Repair such Major Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338. In the event that the amount of the claim (but not the settlement or compromise thereof) is $1,000,000 or more, Tenant may not settle, compromise or adjust or apply any insurance or other claim without Landlord's prior written consent, which consent shall not be unreasonably withheld. Upon the occurrence and during the continuation of a Tenant Event of Default, Landlord shall have the sole right to settle, compromise or adjust any insurance or other claim related to Major Damage of the Premises in such manner as Landlord may determine, and for this purpose, Landlord may, in its own name or in the name of Tenant, take such action as Landlord deems appropriate.

(b) Landlord and Tenant agree that any insurance proceeds payable in connection with Major Damage to the Premises shall be payable directly to Landlord to be used pursuant to and in accordance with this Section 14.2. Subject to the satisfaction or waiver of the Restoration Conditions, Landlord shall disburse such insurance proceeds to Tenant as necessary to pay for the Repair of the Major Damage to the Premises on a monthly construction draw basis with a ten percent (10%) retention which retention will be disbursed to Tenant upon presentation to Landlord that such Repair has been completed on a lien free basis. For purposes of this Section 14(b), the term "**Restoration Conditions**" means: (i) Tenant shall have delivered written notice to Landlord of its intention to commence Repair of the Major Damage to the Premises within sixty (60) days from the date that Landlord provides Tenant with notice that the condition in subsection (ii) below has been satisfied; (ii) all insurance proceeds shall have been deposited with Landlord; (iii) Tenant shall have deposited with Landlord in the form of cash, letter of credit or other assets approved by Landlord the amount necessary, if any, to pay the difference between the cost of such Repair for the Premises and the amount of such insurance proceeds; (iv) Tenant shall have delivered to Landlord a budget of all costs of such Repair for the Premises which budget is reasonably acceptable to Landlord; and (v) Landlord and all applicable governmental agencies shall have approved the final plans and specifications for such Repair of the Premises, which approval by Landlord shall not be unreasonably withheld.

(c) In the event that following any Major Damage to the Premises, the Restoration Conditions are not satisfied within eighteen (18) months of the occurrence of such Major Damage, then either Tenant or Landlord shall have the right to terminate this Lease upon written notice to the other. In the event that this Lease is terminated pursuant to this Section, the insurance proceeds obtained as a result of such Major Damage shall be distributed as follows: (i) first, to satisfy and fully discharge any Bonds then outstanding; (ii) second, to repay any of Tenant's donors who require repayment in the event that the performing arts center is not operational; (iii) third, to pay for the costs of demolition of the buildings located on the Premises;

and (iv) lastly, to Landlord and Tenant in proportion to their respective contributions to the Construction Fund (as defined in the Design and Construction Agreement).

(d) Except as set forth in this Section 14.2, Tenant agrees that Landlord shall have no obligation or liability whatsoever to Repair any Damage whatsoever to the Premises.

14.3 Condemnation. Should the whole or any part of the Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the Premises, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this Section 14.3, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Premises be condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If a part of the Premises is taken which materially interferes with Tenant's use of the Premises, Tenant shall have the option to terminate this Lease by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease, this Lease shall continue in full force and effect.

SECTION 15
INDEMNIFICATION AND LANDLORD EXEMPTION

15.1 Indemnification and Exemption of Landlord from Liability.

(a) Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord (collectively, the "**Landlord Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "**Losses**") arising from or in connection with any of the following during the Lease Term (i) Tenant's use of the Premises, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this Section 15.1(a) shall survive any termination of this Lease.

(b) The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Premises; (e) the interruption for any reason in the use of the Premises; (f) the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all claims, losses, damages, expenses, penalties and charges arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises or (x) any act or omission of parties other than Landlord the Landlord Parties nor, unless otherwise permitted under this Lease, work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default, nor shall Tenant have any rights at any time to cure any defaults of the Landlord under this Lease.

15.2 Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall be liable for, and Tenant shall not be obligated to indemnify and hold the Landlord Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the Commencement Date or by reason of any act, omission or negligence of the Landlord Parties.

15.3 Landlord Indemnification Obligations. Tenant and its officers, managers, directors, shareholders, members, agents, servants and employees (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges arising from or in connection with any act,

omission or negligence of Landlord. The Parties hereto understand and agree that neither this Section nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the States of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this Section 15.3 provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this Section 15.3 shall survive any termination of this Lease.

SECTION 16
ASSIGNMENT AND SUBLETTING

16.1 With Respect to Tenant. Tenant shall not assign, transfer or sublet this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Premises, whether by assignment, mortgage, sublease, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

16.2 With Respect to Landlord. During the term of this Lease, Landlord shall not sell, mortgage, pledge, hypothecate, encumber or otherwise transfer, assign or dispose of all or any part of the Premises, this Lease or any interest in the Premises or this Lease.

SECTION 17
PROHIBITION OF LEASEHOLD ENCUMBRANCES

Tenant shall not in anyway pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 18
ESTOPPEL CERTIFICATE

Tenant shall, without charge, within ten (10) business days of any demand therefor by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails

to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) business days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within ten (10) business days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Premises and Landlord as Tenant and/or said designee may request. In the event that Landlord fails to execute and/or deliver any such certificate or offset statement to Tenant within said ten (10) business days, Landlord hereby appoints Tenant, its successors and assigns, as attorney-in-fact of Landlord irrevocably to execute and deliver any and all such documents for and on behalf of Landlord.

SECTION 19
DEFAULT

19.1 Tenant's Default. Each of the following events shall be deemed to be events of default by Tenant under this Lease (collectively, "**Tenant Events of Default**"):

(a) Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

(b) Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

(c) Tenant violates the covenant and restriction set forth in Section 5.2 hereof and such violation continues for more than five (5) days after written notice from Landlord;

(d) Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect;

(e) There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

(f) If Tenant abandons or vacates the Premises for thirty (30) consecutive days or fails to operate the Premises for ninety (90) consecutive days.

19.2 Landlord's Remedies. Upon the occurrence of any Tenant Event of Default, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by Applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business.

(b) Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Premises, and (ii) enforce any rights Landlord may have against said Premises or store any personal property remaining in the Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Premises, whether of Tenant or any third party whomsoever;

(c) Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

(d) In addition to any other remedies it may have, in the event of a violation of Section 5.2 by Tenant which remains uncured after five (5) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of such violation which amounts shall be payable by Tenant to Landlord within thirty (30) days from Landlord's written demand therefor; and

(e) In addition, Landlord shall have all other remedies available to Landlord, including, without limitation, the right to enjoin any violation of Section 5.2 above.

19.3 Termination Requires Specific Notice. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to Sections 19.2(a) and 19.2(b), or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

19.4 Remedies Cumulative. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

19.5 No Waiver. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

19.6 Legal Proceedings. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (i) any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered or (ii) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 20
LANDLORD'S DEFAULT

20.1 Landlord's Default. Each of the following events shall be deemed to be events of default by Landlord under this Lease (collectively, "**Landlord Events of Default**"):

(a) Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

(b) Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure

continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

(c) Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect; and

(d) Landlord is in breach of or in default under the Bonds and/or any Bond documents in connection therewith and failed to cure such breach or default within any applicable cure period provided therein.

20.2 Tenant's Remedies. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

(b) Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

SECTION 21
QUIET ENJOYMENT

Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 22
RIGHT OF LANDLORD TO CONVEY PREMISES TO TENANT

22.1 Right of Landlord to Convey Premises to Tenant. Tenant agrees that, following the satisfaction and full discharge of the Bonds, Landlord, in Landlord's sole and absolute discretion, shall have the right to convey to Tenant all of Landlord's right title and interest in the

Premises in consideration of $1.00. In the event Landlord desires to exercise its right to convey the Premises to Tenant, Landlord shall give Tenant ninety (90) days written notice of its intent to convey the Premises to Tenant. To be effective, such notice shall be accompanied by a current title report on the Premises, together with a legible copy of every document shown as an exception or requirement thereto. Tenant shall have the right to review and approve such title report and exceptions during such 90-day period provided that (i) such approval shall not be unreasonably withheld (if Tenant's disapproval is based on a monetary encumbrance not created by Tenant or as a result of Tenant's actions, such disapproval shall be deemed reasonable); and (ii) Tenant shall not have the right to disapprove of any title matters created by Tenant or resulting from Tenant's actions. If Tenant notifies Landlord that it approves of the status of title during such 90-day period, Landlord shall promptly convey the Premises to Tenant by the execution and recordation of a customary grant, bargain and sale deed (the "**Deed**") and the execution and delivery to Tenant of such bills of sale and other transfer documents as may be reasonably required by Tenant to transfer the Premises to Tenant (collectively with the Deed, the "**Transfer Documents**"). Upon the recordation of the Deed and the delivery to Tenant of the other Transfer Documents, this Lease shall automatically terminate and be of no further force and effect, provided, however, that the following shall survive any such termination of the Lease: (a) any and all indemnity obligations set forth in Sections 5.4 and 15 of this Lease in connection with anything occurring prior to the termination of the Lease; (b) Landlord's obligations to provide Tenant with the use of parking facilities and access thereto pursuant to and in accordance with Section 9 of this Lease; and (c) all of Tenant's and Landlord's other rights and obligations set forth in Sections 4.2, 6.3(b), 6.4, 6.5 and 9 of this Lease. Upon the request of Tenant, Landlord shall, concurrently with the execution and delivery to Tenant of the Transfer Documents, enter into a separate agreement in recordable form with Tenant stating the rights and obligations set forth above which are to survive any termination of this Lease pursuant to this Section. Such separate agreement may be recorded against the real property on which the Parking Facilities or Substitute Parking Facilities, as applicable, are located provided that City is the owner of such real property. Landlord agrees that such conveyance shall be at no expense to Tenant including recording fees, conveyance taxes and other transfer charges.

SECTION 23
REPRESENTATIONS AND WARRANTIES

23.1 Landlord's Representations and Warranties. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

(b) Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Landlord possesses good and marketable fee simple title to the Premises;

(d) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Premises is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(e) Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Premises.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Premises.

23.2 Tenant's Representations and Warranties. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) Tenant is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) or Section 509(a) of the Tax Code.

(b) Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof

may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 24
MISCELLANEOUS

24.1 Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

24.2 Force Majeure. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

24.3 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to Landlord: City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager
Facsimile No.: (702) 388-1807

With a copy to:	City Attorney 400 Stewart Avenue Las Vegas, Nevada 89101 Attention: City Attorney Facsimile No.: (702) 386-1749
If to Tenant:	Las Vegas Performing Arts Center Foundation 6725 Via Austi Parkway, Suite 360 Las Vegas, Nevada 89119 Attention: President Facsimile: (702) 614-0205
With a copy to:	Kim Sinatra, Esq. 3131 Las Vegas Boulevard South Las Vegas, Nevada 89109 Facsimile: (702) 770-1520
and	Schreck Brignone 300 South Fourth Street, Suite 1200 Las Vegas, Nevada 89101 Attention: Angela Turriciano Otto Facsimile No.: (702) 382-8135

Notice shall be deemed to have been given when received by the addressee; *provided, however,* that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

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

24.5 Partial Invalidity. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.6 Time is of the Essence. Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

24.7 Entire Agreement. Except as expressly stated in Section 5.4 of this Lease and except with respect to Landlord's environmental insurance obligations set forth in Section 3B(g) of Exhibit B (Project Environmental Management) to the Design and Construction Agreement, this Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

24.8 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

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

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

24.11 Recordation. This Lease shall not be recorded. However, the parties agree to execute, acknowledge and record a Memorandum of Lease in the form attached hereto as Exhibit "D" and incorporated herein by this reference. A Memorandum of Termination of Lease in the form attached hereto as Exhibit "E" shall also be executed and acknowledged by the parties, shall be held by Landlord, and shall be recorded by Landlord upon termination of the Lease.

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

24.14 Attorney's Fees. The prevailing party in any action regarding this Lease shall be entitled to receive its costs and legal expenses including, without limitation, reasonable attorneys' fees, whether such action is prosecuted to judgment or not.

24.15 No Brokers. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any

broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

24.16 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This Lease may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

24.17 Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

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

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

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

24.21 Jurisdiction. Each of Landlord and Tenant agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal

service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

24.22 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Tenant warrants that it has disclosed, on Exhibit "C" attached hereto, all members of the Board of Directors of Tenant, as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within 15 days of any such change.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Commencement Date.

"**Landlord**"	"**Tenant**"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

LIST OF EXHIBITS

Exhibit "A"	Depiction of Union Park
Exhibit "B"	Description of Premises
Exhibit "C"	Disclosure of Principals
Exhibit "D"	Form of Memorandum of Lease
Exhibit "E"	Form of Memorandum of Termination of Lease
Exhibit "F"	Location of Initial Parking Facilities

Exhibit "A" – Depiction of Union Park

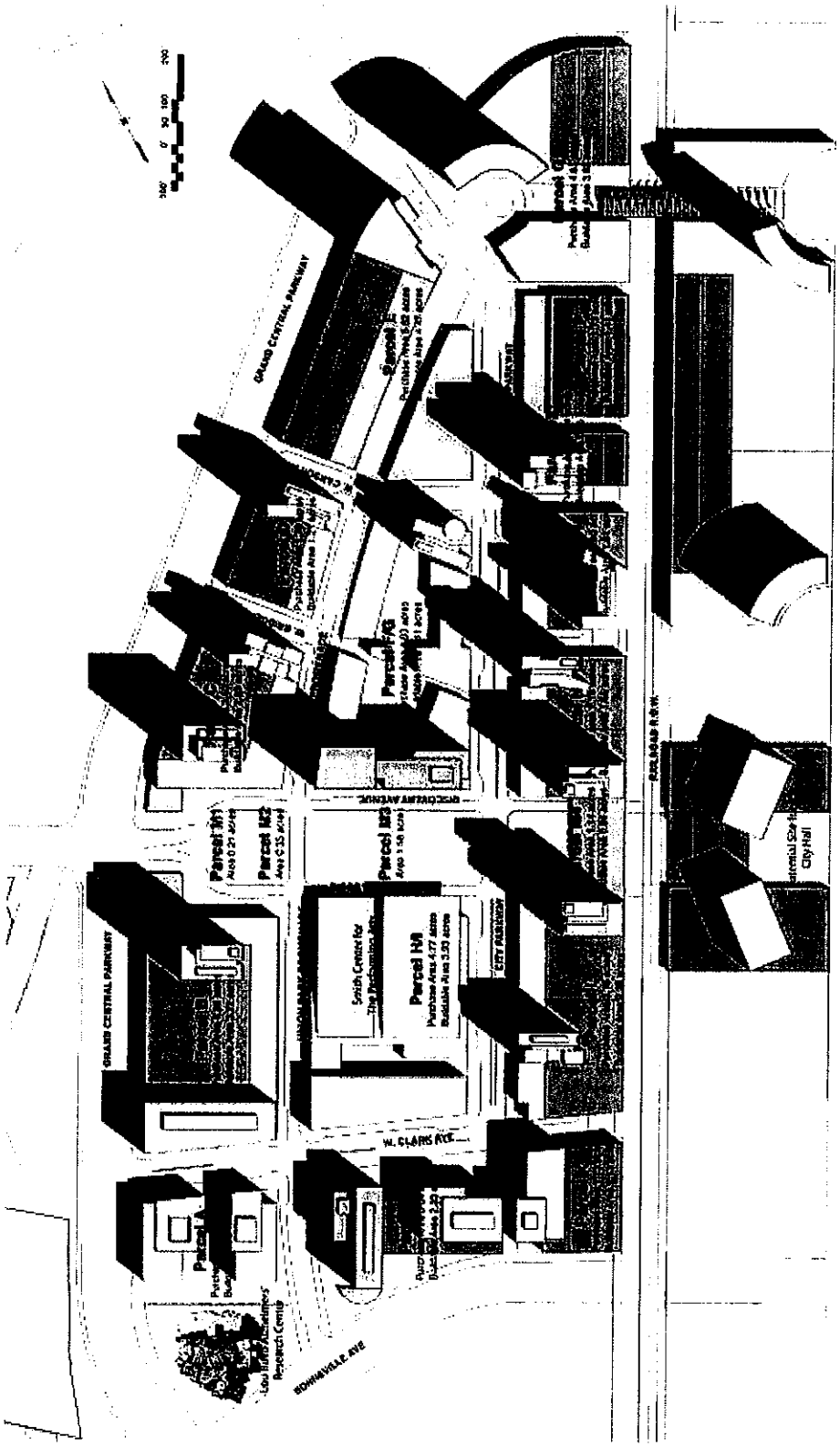


EXHIBIT "B"
DESCRIPTION OF PREMISES

(To be provided prior to execution of Lease and Operating Agreement)

EXHIBIT "C"

Disclosure of Principals

LVPACF Board of Directors

The Board of Directors of the Las Vegas Performing Arts Center Foundation as well as all persons and entities holding more than 1% interest in the Las Vegas Performing Arts Center Foundation or any principal of the Las Vegas Performing Arts Center Foundation are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Don Snyder, Chairman	6725 Via Austi Pkwy. Ste. 360., Las Vegas, NV 89119	614-0109
2. Keith Boman, Vice Chairman	601 S. Rancho Dr. Ste D-28, Las Vegas, NV 89106	383-0677
3. Kim Sinatra, Secretary	3131 Las Vegas Blvd. S., Las Vegas, NV 89109	770-2112
4. Gary Jacobs, Asst. Secretary	3600 Las Vegas Blvd. S., Las Vegas, NV 89109	693-7129
5. Scott MacTaggart, Director	530 Las Vegas Blvd. S., Las Vegas, NV 89101	385-3373
6. Robert Forbuss, Director	3980 Howard Hughes Pky. Ste 550, Las Vegas, NV 89109	379-4400
7. Nancy Houssels, Director	2580 Sorrell St., Las Vegas, NV 89146	252-3270
8. Charles Atwood, Director	One Caesars Palace Dr., Las Vegas, NV 89109	407-6387
9. Richard Bryan, Director	300 S. 4th Street, #1700, Las Vegas, NV 89101	383-8916
10. Alan Feldman, Director	3799 Las Vegas Blvd. S., Las Vegas, NV 89109	891-7147
11. Richard Plaster, Director	801 S. Rancho Dr. E-4., Las Vegas, NV 89106	671-6000
12. Jacqulyn Shropshire, Director	2877 Paradise Rd. #1601, Las Vegas, NV 89109	838-4933

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

LAS VEGAS PERFORMING ARTS CENTER FOUNDATION

By: _____

Its: President

Subscribed and sworn to before me this

5th day of MARCH, 2007.

Patricia Hester

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PATRICIA HESTER
Appt. No. 01-69566-1
My Appt. Expires Oct. 20, 2009

EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

Las Vegas Performing Arts Center Foundation
6725 Via Austi Parkway, Suite 360
Las Vegas, Nevada 89119
Attention: President

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of the ____ day of _____, 2005 (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, whose business address is 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: City Manager ("**Landlord**"), and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, whose business address is 6725 Via Austi Parkway, Suite 360, Las Vegas, Nevada 89119, Attention: President ("**Tenant**").

A. **WHEREAS**, Landlord owns certain real Premises described on Exhibit A attached hereto and incorporated herein by this reference (the "**Premises**" and, together with all the Premises now or hereafter located thereon and all and singular appurtenances, rights, privileges, and easements thereunto appertaining, the "**Premises**");

B. **WHEREAS**, Landlord and Tenant have entered into that certain Lease and Operating Agreement, dated as of the Commencement Date (the "**Lease**"), to set forth their agreements, obligations and covenants with respect to the lease by Tenant of the Premises; and

C. **WHEREAS**, the parties to this Memorandum desire to enter into this Memorandum to provide public notice of the existence of the Lease, and certain of its terms and conditions.

NOW THEREFORE, the parties hereto do hereby certify as follows:

1. Definition. Except as otherwise provided herein, all capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Term. The term of the Lease commenced on the Commencement Date and shall continue until the earlier of (a) 11:59 p.m. on the ninety-ninth (99th) anniversary of the Commencement Date; or (b) the date that Tenant acquires the Premises pursuant to the terms of the Lease, unless earlier terminated as provided in the Lease.

3. Right to Parking Facilities and Access Rights. Landlord granted Tenant certain rights to use parking facilities in Union Park and access rights to such parking facilities as more specifically set forth in the Lease.

4. Permitted Successors and Assigns. The Lease is binding upon and inure to the benefits of Landlord and Tenant and each of their respective permitted representatives, successors and assigns.

5. Purpose of Memorandum of Lease. This Memorandum is intended to serve as public notice of the existence of the Lease and of certain terms and conditions contained therein. This Memorandum does not describe or refer to all of the terms or conditions contained in the Lease. This Memorandum does not modify, amend or vary any of the terms or conditions set forth in the Lease. Reference is made to the Lease for further particulars.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed as of the date and year first above written.

"Landlord"	"Tenant"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 200_ by _____ as _____ of City of Las Vegas, Nevada.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 200_ by _____ as _____ of Las Vegas Performing Arts Center Foundation.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF UNION PARK

EXHIBIT "E"

FORM OF MEMORANDUM OF TERMINATION OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager

TERMINATION OF MEMORANDUM OF LEASE

The City of Las Vegas, Nevada, a _____, as Landlord, and Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation, as Tenant, are parties to that certain Lease and Operating Agreement (the "**Lease**"), dated _____, 2005, disclosed pursuant to a Memorandum of Lease which was recorded on _____, 2005 in the Official Records of Clark County, Nevada in Book _____, as Instrument No. _____. Notice is hereby given that the Lease was terminated effective _____, 20__.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Memorandum of Lease to be duly executed as of the date and year first above written.

"Landlord"	"Tenant"
City of Las Vegas, Nevada, a political subdivision of the State of Nevada	Las Vegas Performing Arts Center Foundation, a Nevada nonprofit corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 20__ by _____ as _____ of City of Las Vegas, Nevada.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

STATE OF NEVADA)
)SS.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ _____, 20__ by _____ as _____ of Las Vegas Performing Arts Center Foundation.

_____
(Signature of Notarial Officer)

_____
(Print Name of Notarial Officer)

EXHIBIT "F" to Lease and Operating Agreement
Location of Initial Parking Facilities

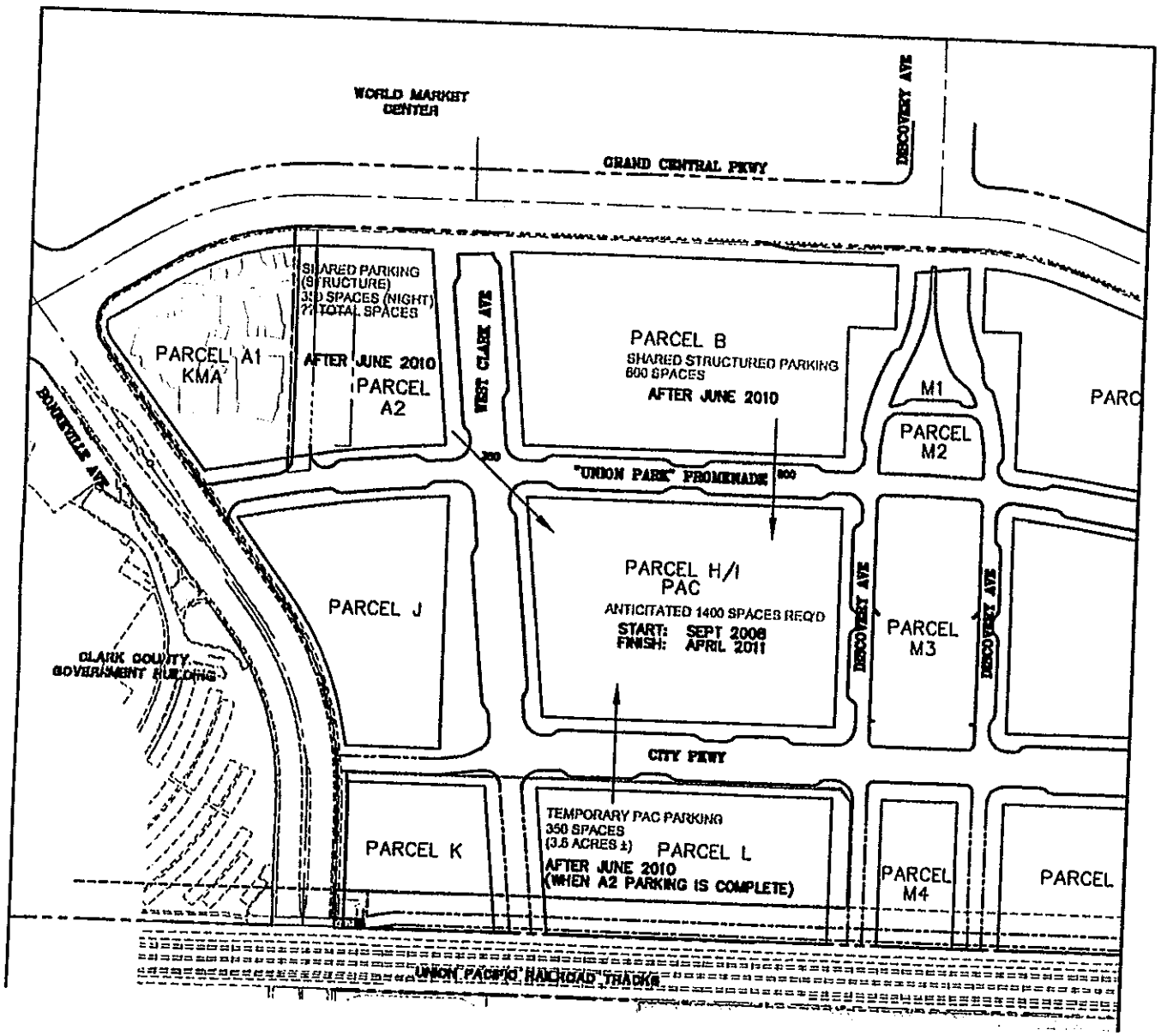


EXHIBIT "H": FUTURE PHASE DDA

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into this __ day of ___, 200_, by and between CPY PARKWAY V, INC., a Nevada not-for-profit corporation ("CPY") and Las Vegas Performing Arts Center Foundation, a Nevada non-profit corporation (the "Developer").

WITNESSETH:

WHEREAS, CPY and Developer entered into that certain Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated _____, 2007, as such may have been amended, (the "**Design and Construction Agreement**") whereby the Parties agreed to design and construct such performing arts center.

WHEREAS, because all conditions precedent to the conveyance of the Site (hereinafter defined) have been fulfilled, the Parties are obligated to enter into this Agreement whereby CPY shall convey to Developer for no consideration certain real property that is depicted in **Exhibit "A"** and is described more particularly in **Exhibit "B"** which are attached to this Agreement (the "Site");

WHEREAS, CPY and Developer mutually desire that the Site be developed with _____.

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions for the sale, acquisition and development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to facilitate economic development for the community and to accomplish the sale to, and purchase by the Developer of the Site as hereinafter described, which will lead to the creation of additional jobs and positive economic impacts, as further described hereinafter.

The development of the Site pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada ("City"), and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

2. **THE SITE**

(a) The Site consists of approximately ____ acres as depicted in **Exhibit "A"** and described more particularly in **Exhibit "B"**, each of which are attached to this Agreement.

(b) The Site will be annexed into the Union Park Commercial Association at Closing. The Site will be subject to all obligations and restrictions as set forth in the Union Park Commercial Association's governing and controlling documents, including the obligations to pay assessments as set forth therein ("UPCA Documents"). All such documentation shall be provided to Developer as part of Developer's feasibility review pursuant to Section 14 below.

3. **PARTIES TO THE AGREEMENT**

(a) CPY is a Nevada not-for-profit corporation. The office of CPY is located at 400 Stewart Boulevard, Las Vegas, Nevada 89101.

(b) The Developer is _____, a _____. The principal office of the Developer is located at _____. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided, including any development entity controlled by the Developer. The Developer shall disclose to CPY its principals in accordance with Agency Resolution No. RA-4-99.

(c) The qualifications and identity of the Developer are of particular concern to CPY, and it is because of such qualifications and identity that CPY has entered into this Agreement with the Developer. Developer agrees that (i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein and (ii) the Developer shall not assign all or any part of this Agreement without the prior written approval of CPY.

(d) This Agreement may be terminated by CPY if there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein. Notwithstanding the foregoing, the following shall be permitted transfers and shall not require CPY's approval hereunder:

(i) A transfer to any person or entity in which the Developer has a minimum of fifty-one percent (51%) of the ownership interest and management control;

(ii) A transfer resulting from the death or mental or physical incapacity of an individual;

(iii) A transfer or assignment in trust for the benefit of a spouse, children, grandchildren, other family members or for charitable purposes; and

(iv) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust.

4. **ACQUISITION OF SITE; DEVELOPMENT PROJECT**

(a) CPY agrees to convey the Site to Developer for no consideration.

(b) Developer agrees to construct on the Site a _____ building consistent with the following general parameters: _____ (the "Project"). The Developer agrees that the Developer and CPV shall enter into that Development Declaration in the form attached hereto as **Exhibit "C"** (the "Declaration") at the Closing which shall govern and control the development and use of the Site, including the commencement and completion of construction of the Project and the use of the Site.

5. **GENERAL REPRESENTATIONS AND WARRANTIES**

(a) Representations and Warranties by CPY. CPY represents and warrants that as of the date hereof and the date of close of escrow:

(i) CPY is a Nevada not-for-profit corporation.

(ii) CPY has all requisite power and authority to enter into and perform its obligations under this Agreement.

(iii) By proper action of CPY, CPY's signatories have been duly authorized to execute and deliver this Agreement.

(iv) To CPY's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(v) To CPY's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Site or against CPY

which would inhibit CPY's ability to perform its obligations under this Agreement.

(vi) To CPY's actual knowledge, there are no legal actions, suits or proceedings, pending or threatened, before any judicial body or any governmental or quasi-governmental authority, against or affecting the Site.

(vii) To CPY's actual knowledge, the execution, delivery and performance of this Agreement by CPY will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to CPY or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(viii) The execution of this Agreement by CPY does not violate any provision of any other agreement to which CPY is a party.

(ix) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by CPY are necessary in connection with the execution of this Agreement by CPY or with the performance by CPY of its obligations hereunder.

As used in this Agreement, the term "CPY's actual knowledge" means the actual knowledge of the President of CPY which is Scott Adams.

(b) Representations and Warranties of the Developer

The Developer represents and warrants to CPY that as of the date hereof and the date of Close of Escrow:

(i) The Developer is a _____ duly organized and existing under the laws of the State of _____ and qualified to do business in the State of Nevada.

(ii) The Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into and perform its obligations under this Agreement.

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.

(iv) The execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder.

(vi) Neither the Developer nor any of its principals is currently a debtor in a case under the Bankruptcy Code (Title 11 U.S.C.), is the subject of an involuntary petition under the Bankruptcy Code, has made an assignment for the benefit of creditors or is insolvent and unable to pay its debts as they become due.

(vii) To the Developer's actual knowledge, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

6. **TITLE AND SURVEY**

(a) CPY shall cause Escrow Holder to deliver to Developer within ten (10) days after the Effective Date of this Agreement a current preliminary title report on the Site together with copies of all documents referred to in the report (collectively, the "Title Report"). In addition, Developer shall have the option of obtaining a survey of the Site at its cost and expense no later than thirty (30) days (the "Survey Period") after the Effective Date (the "Survey") Within ten (10) days following the expiration of the Survey Period, Developer shall notify CPY in writing of Developers' disapproval of any exception shown on the Title Report or the Survey ("Disapproved Exceptions"). In connection therewith any exception not disapproved by Developer in writing within such time shall be deemed accepted by Developer. Such approved exceptions and the UPCA Documents are hereinafter referred to as the "Permitted Exceptions". Within ten (10) days after receipt of Developer's notice of Disapproved Exceptions, CPY shall deliver written notice to Developer indicating whether or not CPY will remove or cure the Disapproved Exceptions. If CPY gives Developer notice that it will not remove a Disapproved Exception, Developer may either (i) waive Developer's prior disapproval and close Escrow, or (ii) terminate this Agreement, in which event Escrow Holder shall cancel the Escrow and promptly return all documents to the depositing party without any further instructions from the parties. Except as otherwise specified in this Agreement, upon termination of this Agreement pursuant to this Section, the parties shall have no further obligation or liability to each other.

(b) CPY shall cause Escrow Holder at Close of Escrow to issue to Developer a standard CLTA owner's policy of title insurance (the "Title Policy")

as to the Site, with a limit of liability in the amount of the Purchase Price subject only to the Permitted Exceptions.

7. FEASIBILITY REVIEW; INSPECTION

(a) All undefined terms contained in this Section 7 shall have that meaning as set forth in the Project Environmental Management Agreement attached hereto as **Exhibit "D"** (the "Environmental Management Agreement").

(b) Developer agrees to undertake its own independent reviews, investigations and testing of (i) the physical condition of the Site including the existence of Hazardous Substances in soil and groundwater located within or upgradient from the Site, (ii) the feasibility of developing the Project and (iii) all other matters deemed necessary in Developer's sole judgment to determine the overall risk and feasibility of Developer's investment of monetary and other resources into the Project. Developer hereby specifically acknowledges that such reviews, investigation and testing will enable Developer to adequately assess the feasibility of developing the Project. Developer acknowledges that (i) Developer is not relying on any representations or warranties made by a CPY or CPY's agents except as specifically set forth herein and (ii) except as otherwise provided in this Agreement, CPY shall not be liable to Developer in any event whatsoever, to correct any latent or patent defects in the Site or surrounding areas. Developer acknowledges that CPY has provided Developer with that information concerning the Site set forth on **Exhibit "E"** attached hereto ("Project Information"). All Project Information provided by CPY to the PAC, including ,without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the Site, have been delivered without representation or warranty.

(c) The Parties acknowledge that they are aware of the presence of certain Hazardous Substances on the Site and the need to conduct remediation of such Hazardous Substances, in whole or in part, in connection with any development of the Site and to comply with all Environmental Laws relating to the remediation of such Hazardous Substances.

(d) CPY agrees at its sole cost and expense to perform CPY Obligations on the terms and conditions set forth in the Environmental Management Agreement. Developer agrees that except for the CPY Remediation Work CPY shall have no other obligation for the remediation of the Site in connection with the presence of Hazardous Substances.

(e) Developer, and its agents, representatives and employees (including, without limitation, architects and engineers) will have the right to enter upon and inspect the Site as Developer may determine necessary in

connection with its rights and obligations under this Agreement and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as Developer may reasonably require, provided that such inspections and tests will not materially damage the Site in any respect.

(f) Developer agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the surface of the Site, Developer will provide CPY with a copy of the engagement letter with the consultant retained by Developer and a detailed description of the intended scope of activities on the Site. Developer agrees that such plan shall be subject to the approval of CPY. Developer agrees that CPY shall have the right to have its representatives present during such activities. In addition, Developer acknowledges that Union Pacific Railroad may have to be notified of such investigations and also has the right to have representatives present during such investigations.

(g) All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all applicable laws, rules and regulations. Developer will promptly restore or cause to be restored the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertake any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to CPY) CPY, and its respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) resulting from or relating to Developer's tests and inspections pursuant to this Section 7. The indemnity obligations of Developer under this Section will survive any termination of this Agreement. Developer covenants and agrees upon request of CPY to promptly deliver to CPY without charge therefore, the results and copies of any and all third party feasibility studies, including, but not limited to, environmental studies, soils studies, market studies and financial analyses and related correspondence.

(h) Developer shall have the right to terminate this Agreement upon written notice to CPY on or before_____, 20__ in the event Developer determines that the Site is not suitable for development of the Project. If this Agreement is terminated pursuant to the foregoing provisions of this paragraph (h), Developer shall pay to Escrow Holder an amount equal to the cost of the

cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement except as other wise provided herein.

(i) The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, CPY makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, CPY makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and the purchase and sale of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(j) Notwithstanding anything to the contrary contained herein, CPY and Developer agree that the Site shall comply with the terms and conditions of the Project Management Agreement attached to this Agreement as **Exhibit "D"** including the performance and payment by CPY of the City Obligations. The terms and conditions of the Project Environmental Management Agreement shall survive the closing of the sale of the Site and are incorporated into the Development Declaration.

8. **ESCROW**

(a) CPY and Developer agrees to open an escrow with Nevada Title Company (the "Title Company"), as escrow agent (the "Escrow Agent"), in Clark County, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of CPY and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. CPY and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 8 in writing, delivered to CPY and

to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general interest bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest bearing escrow account or accounts. All disbursements shall be made by check of the Escrow Agent. All adjustments shall be made on the basis of a 30 (thirty) day month. Any interest that is earned on funds deposited under this paragraph shall be for the benefit of the party responsible for depositing those funds with the Escrow Agent and apply to the Purchase Price or returned to the Developer pursuant to this Agreement.

(c) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both CPY and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(d) Any amendment of these escrow instructions shall be in writing and signed by both CPY and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to CPY or the Developer shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between CPY and the Developer.

9. CLOSE OF ESCROW

(a) Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, the closing of the sale and acquisition of the Site by CPY to Developer (the "Closing" of "Close of Escrow") shall be completed on or prior to _____, 20__ (the "Closing Date"). CPY and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) No later than one (1) day prior to the Close of Escrow, CPY shall deposit in the Escrow the following documents:

(i) A grant bargain and sale deed in the form of **Exhibit "F"** attached hereto, duly executed and acknowledged by CPY and in recordable form, deeding to Developer all of CPY's right, title, and interest in the Site (the "GBS Deed").

(ii) A customary non-foreign transferor declaration (the "Non-foreign Transferor Declaration") duly executed by CPY.

(iii) Two originals of the Declaration duly executed and acknowledged by CPY.

(iv) Any of the UPCA Documents which are required to be executed and acknowledged by CPY duly executed and acknowledged by CPY.

(c) No later than one (1) day prior to the Close of Escrow Developer shall deposit in Escrow the following:

(i) Two originals of the Declaration duly executed and acknowledged by Developer.

(ii) Any of the UPCA Documents required which are to be executed and acknowledged by Developer duly executed and acknowledged by Developer.

(d) At such time as the conditions precedent to Close of Escrow have been satisfied or waived, Escrow Holder shall perform the acts set forth below in the following order:

(i) Date, as of the date of Close of Escrow, all instruments calling for a date.

(ii) Record the GBS Deed.

(iii) Record the Declaration.

(iv) Record the UPCA Documents requiring to be recorded

(v) Deliver the Developer's Title Policy to Developer.

(v) Prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow (the "Information Return") required by Section 6045(e) of the Internal Revenue Code of 1986, unless the Information Return is not required under the regulations promulgated under Section 6045(e).

(e) The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder shall return them to Escrow Holder after recordation, and upon receipt thereof, Escrow Holder shall deliver the following:

(i) To CPY:

A. A copy of the GBS Deed as recorded;

B. The original recorded Declaration in counterparts;

C. All originals in counterparts of the recorded UPCA Documents; and

D. Plain copies of the Real Property Transfer Declaration.

(ii) To Developer:

A. The original recorded GBS Deed;

B. An original in counterparts of the Declaration and a copy of the recorded Declaration;

C. An original in counterparts of the UPCA Documents and a copy of the recorded UPCA Documents;

D. Plain copies of the Real Property Transfer Tax Declaration; and

E. The original of the Non-foreign Transferor Declaration.

Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access shall be permitted before conveyance of title as permitted in this Agreement.

10. **PRORATIONS AND COSTS**

(a) Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of CPY, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. Accordingly, the following expenses (hereinafter collectively referred to as the "Apportioned Amount") shall be allocated and apportioned as of the Close of Escrow on the basis of a 30-day month and a 365-day year, and shall be paid or credited by CPY to Developer or by Developer to CPY, as the case may be (i.e., prorated), at the Close of Escrow: (i) real and personal Site taxes, assessments and special district levies applicable to the Site (based on the tax bills for the current year);

(ii) charges for electricity, gas, telephone, water, sewage, cable and other utilities furnished to the Site; (iii) annual license, permit and/or inspection fees applicable to the Site; and, (iv) all other reasonable and customary expenses (including prepaid expenses), incurred by CPY in connection with the ownership or operation of the Site. In addition, if any of the foregoing expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, and either CPY or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation.

(b) The Developer shall deposit into escrow along with any amounts due pursuant to paragraph (a) immediately next above the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs ("Developer's Closing Expenses"), but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

(i) Fees for recording the Deed;

(ii) The entire amount of any state, county or City documentary transfer tax;

(iii) Fees for recording any UPCA Documents required to be recorded in connection with the UPCA Documents;

(iv) The cost of the premium for to obtain the Title Policy and any additional or special endorsements required by Developer to the title Policy;

(v) The cost of recording the Declaration; and

(vi) One-half (1/2) of any escrow fees.

(c) CPY shall deposit in escrow along with any amounts due pursuant to paragraph (a) immediately next above the following fees, charges and costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

(i) One-half (1/2) of any escrow fees.

11. CONDITIONS PRECEDENT TO CLOSE OF ESCROW

(a) Each of the following shall constitute a condition precedent to the obligations of CPY to close the Escrow and may be waived only by a written waiver executed by CPY and delivered to Developer and Escrow Holder:

(i) All of Developer's representations and warranties set forth in Section 5 above contained in this Agreement are true and correct in all material respects as of the Close of Escrow.

(i) Developer shall not have committed a Developer Event of Default (as hereinafter defined).

(ii) Developer shall have executed, acknowledged where required, and deposited with Escrow Holder all of the documents required to be delivered by Developer as required by this Agreement.

(b) Each of the following shall constitute a condition precedent to the obligations of Developer to close the Escrow and may be waived only by a written waiver executed by Developer and delivered to CPY and Escrow Holder:

(i) All of CPY's representations and warranties set forth in Section 5 above contained in this Agreement are true and correct in all material respects as of the Close of Escrow.

(ii) CPY shall have executed, acknowledged where required, and deposited with Escrow Holder all of the documents required to be delivered by CPY as required by this Agreement.

(iii) The Escrow Holder is prepared to have the Developer's Title Policy issued by the Title Insurer.

(iv) CPY shall not have committed a CPY Event of Default (as hereinafter defined).

12. **DEFAULTS AND REMEDIES**

(a) Developer's Events of Default. The occurrence of any of the following prior or subsequent to Close of Escrow, shall be a "Developer Event of Default" hereunder:

(i) The failure by Developer to timely deliver the documents as required by subsection 6.3 (b), unless such failure is as a result of the failure to be satisfied of one or more of Developer's conditions precedent to Close of Escrow set forth in Section 5.2 above;

(ii) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets; or

(iii) The failure of Developer to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by the Developer within the relevant cure period set forth below. The Developer shall cure any monetary default within five (5) business days after receipt of written notice from CPY. Developer shall cure any nonmonetary default within ten (10) business days after receipt of written notice from CPY; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such ten (10) business day period, then the Developer shall commence to cure such failure within such ten (10) business day period and shall diligently prosecute such cure to its completion.

(iv) Any of Developer's representations and warranties set forth herein shall be untrue in any material way as of the date set for Close of Escrow.

(b) CPY's Events of Default. The occurrence of any of the following prior to Close of Escrow, shall be an "CPY Event of Default" hereunder:

(i) The failure of CPY to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement; or

(ii) Any of CPY's representations and warranties set forth in herein shall be untrue in any material way as of the date set for Close of Escrow.

(c) CPY's Remedies. In the event of the occurrence of the event of a Developer Event of Default prior to the Close of Escrow, CPY, as its sole

right and remedy, as its sole and exclusive remedy shall have the right to terminate this Agreement.

(d) In the event a CPY Event of Default occurs prior to the Close of Escrow, the Developer's remedy shall be to pursue one, but not both, of the following remedies:

(i) Obtain specific performance of the obligations of CPY hereunder; or

(ii) Terminate this Agreement.

13. BROKERAGE COMMISSIONS

Each party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each party (the "Indemnitor") shall indemnify and hold harmless the other party from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, caused by or arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by the Indemnitor, to a commission, finder's fee or other compensation based upon the transactions contemplated hereby.

14. TIME OF ESSENCE

Time is of the essence of this Agreement and every obligation hereunder. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

15. SURVIVAL

The representations and warranties contained in this Agreement, and the covenants that extend beyond the conveyance of title, shall survive the recordation of any deed and shall not be deemed merged into such deed.

16. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, subject to the provisions of this Agreement regarding assignment.

17. NONLIABILITY OF CPY OFFICIALS AND EMPLOYEES

No official or employee of CPY or the CPY shall be personally liable to the Developer for any default or breach by CPY, for any amount which may become due to the Developer or for any obligation of CPY under the terms of this Agreement.

18. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between CPY and the Developer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of CPY and the Developer as set forth in this Section 18. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to CPY:	Office of Business Development CPY of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101
With a copy to:	CPY Attorney's Office CPY of Las Vegas 400 Stewart Avenue Las Vegas, Nevada 89101
If to the Developer:	Las Vegas Performing Arts Center Foundation 6725 Via Austi Parkway, Suite 360 Las Vegas, NV 89119 Attention: President Facsimile No. 702-614-0205
With a copy to:	Las Vegas Performing Arts Center Foundation 6725 Via Austi Parkway, Suite 360 Las Vegas, NV 89119 Attention: Chief Financial Officer

Facsimile No. 702-614-0205

and with a copy to: Kim Sinatra, Esq.
3131 Las Vegas Boulevard South
Las Vegas, NV 89109
Facsimile No. 702-770-1519

19. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F and G attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of CPY and the Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of CPY and the Developer.

20. NO THIRD PARTY BENEFICIARIES

This Agreement is intended for the exclusive benefit of CPY and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

21. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

22. **GOVERNING LAW**

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

23. **CAPTIONS**

The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

24. **COUNTERPARTS**

This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

25. **TIME FOR ACCEPTANCE OF AGREEMENT BY CPY**

This Agreement will have been approved on _____, 200_ by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by CPY ("Effective Date").

SIGNATURE BLOCKS ON NEXT PAGE

CPY:

DEVELOPER:

Date of CPY Council Approval:

_____,2001.

CPY PARKWAY IV-A, INC.

By:_____
PRESIDENT

APPROVED AS TO FORM:

_____
Date

ATTEST:

_____
BARBARA JO RONEMUS, CPY Clerk

_____, 2001

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	SITE LEGAL DESCRIPTION
EXHIBIT "C"	DECLARATION
EXHIBIT "D"	ENVIRONMENTAL MANAGEMENT AGREEMENT
EXHIBIT "E"	PROJECT INFORMATION
EXHIBIT "F"	GRANT, BARGAIN AND SALE DEED

EXHIBIT "A"
SITE DEPICTION

(To be provided prior to execution of Agreement)

EXHIBIT "B"
SITE LEGAL DESCRIPTION

(To be provided prior to execution of Agreement)

EXHIBIT "C"
To Disposition and Development Agreement

Development Declaration and Parking Agreement

THIS DEVELOPMENT DECLARATION AND PARKING AGREEMENT ("Development Declaration"), made this _____ day of _____, 200_, by CITY PARKWAY V, INC., a Nevada not-for profit corporation ("Declarant"), AND LAS VEGAS PERFORMING ARTS CENTER FOUNDATION, a Nevada not-for profit corporation ("Purchaser"), is made with reference to the following facts:

RECITALS

1. Concurrently with the original Recordation of this Development Declaration, Declarant is conveying as gift to Purchaser the real property described on Attachment "A" hereto (the "Property") situated in the City of Las Vegas, Nevada.

2. The Property is part of a larger parcel of real property known as Union Park, a mixed use master planned community, the boundaries of which are described on Attachment "C" hereto ("Union Park"). Declarant, together with certain affiliates of Declarant, is the master developer of Union Park. Among the distinguishing characteristics of Union Park are the clear delineation of land use areas throughout the community, together with the strict exercise of architectural and occupancy controls over individual construction and development projects, so as to ensure the harmonious growth and development of Union Park and the maximization of the value of Declarant's remaining land holdings. It is vitally important to Declarant that the intensity of development in Union Park be limited on certain parcels of property (including the Property). Should the development limitations imposed by Declarant be exceeded, Union Park and its planned development could be negatively impacted. Such conditions could in turn adversely affect the ability of Declarant to develop its remaining affected land holdings within Union Park.

3. The Property is to be used exclusively for the construction, development and operation of a _____ (the "Project"), all as more particularly described on the Conceptual Development Plan attached hereto as Attachment "D."

4. In connection with its acquisition of the Property, Purchaser has represented to Declarant that it is acquiring the Property to develop the same in accordance with certain covenants, conditions, restrictions, reservations and limitations more particularly set forth below (for convenience herein, collectively referred to as the "Restrictions"), and Declarant is gifting the Property to Purchaser on the basis of Purchaser's continuing compliance with such Restrictions. Purchaser acknowledges, among other things, that: (i) the gift of the Property to Purchaser for no consideration reflects the limitations on use referred to above and (ii) without certain transfer, use and development restrictions set forth below and hereby agreed to be reasonable, the Property or an interest in Purchaser could be sold by Purchaser for an immediate gain prior to fulfilling certain express requirements of Purchaser and contrary to the express intent of the parties hereto.

5. But for the representations made by Purchaser with respect to development of the Project, and Purchaser's unique skills, expertise and suitability in development, construction and operation of similar projects, Declarant would not have gifted the Property to Purchaser; instead, Declarant either would have sold the Property to another party willing to conform to the Restrictions or would have retained the Property itself for development in a manner consistent with its long-range master planning program and thereby retained the benefits of ownership,

including future appreciation in value of the Property. Declarant agreed to sell the Property to Purchaser, pursuant to the terms of the Purchase Agreement, in reliance on Purchaser's representation that it will develop the Property as represented herein, and, if Purchaser should change the use of the Property, Declarant will be substantially and irreparably damaged.

6. This Development Declaration is made in order to promote the purposes set forth in these Recitals, and the parties intend that the Restrictions, and all other declarations supplemental hereto, will be understood and construed in furtherance of said purposes.

Now, Therefore, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Purchaser, the parties hereto agree as follows:

Definitions.

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall, as used in this Development Declaration, have the meanings herein set forth:

"Attachment" means the following exhibits that are attached hereto and made a part of this Development Declaration:

A. Description of the Property

B. Description of Union Park

C. Development Plan

D. Construction Schedule

E. Environmental Management Exhibit

G. Initial Parking Facilities

"Benefitted Property" means initially all of Union Park. Declarant shall have the right, by a duly Recorded amendment to this Development Declaration, to unilaterally add to, subtract from, or substitute for the Benefitted Property any real property owned by Declarant and the term "Benefitted Property," as used herein, shall refer to such added, reduced, or substituted real property, effective upon the Recordation of such amendment.

"City" means the City of Las Vegas, Nevada.

"Commencement Requirement" means the obligation of the Owner to achieve Construction Commencement of the Project by the Construction Commencement Deadline, as set forth in subsection 7.1(a).

"Completion Requirement" means the obligation of the Owner to Substantially Complete the Project, as set forth in subsection 7.1(b).

"Construction Commencement" means the first date on which Owner shall have performed all of the following:

1.1.2 entered into bona fide contract(s) with one or more general contractors for the construction of the Project.

1.1.3 obtained a building permit from the City of Las Vegas for the commencement of construction of the Project.

1.1.4 Substantially Completed grading of the Property.

1.1.5 obtained a satisfactory inspection by a building inspector for the City of Las Vegas for the foundations for the building or buildings comprising the Project.

"Construction Commencement Deadline" means the date by which Construction Commencement must occur pursuant to Section 7.1(a).

"Construction Completion Deadline" means the date by which the construction of the Project must be Substantially Complete pursuant to Section 7.1(b).

"Declarant" means City Parkway, Inc., and, to the extent provided in Article 12 of this Development Declaration, its successors and assigns

"Deed of Trust" means a mortgage as well as a deed of trust.

"Default Rate" means a variable rate of interest equal to the prime or reference rate of interest announced from time to time by Bank of America, NT&SA plus 5% per annum, or the maximum rate permitted by law, if less.

"Development Declaration" means this instrument, as it may from time to time be amended or supplemented.

"Development Plan" is described in Section 3.1.

"Development Schedule" means that schedule for the development and construction of the Project as set forth in Attachment "D".

"Improvement-Improvements" means any and all physical improvements and includes, without limitation, buildings, outbuildings, display or storage areas, roads, driveways, parking areas, fences, walls, beams, screening walls and barriers, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges, windbreaks, plantings, planted trees and shrubs and other landscape materials, courts, malls or plazas, retaining walls, irrigation systems and controllers, waterworks, fountains, utilities, control systems, delivery passages, sidewalks, walkways, pedestrian bridges, stairways, ramps poles, Signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface and any replacements, additions, repairs or alterations thereto of any kind whatsoever, whether interior or exterior.

"Mortgage" means a Deed of Trust as well as a mortgage.

"Mortgagee" means a beneficiary under, or holder of, a Deed of Trust as well as a mortgagee under a Mortgage.

"Occupant" means a lessee or licensee of an Owner, or any other person or entity other than an Owner in lawful possession of any portion of the Property with the permission of the Owner.

"Owner" means Purchaser and its successors as the Record owner of fee simple title to any portion of the Property, excluding any entity or person who holds such interest as security for the payment of an obligation, but including contract sellers and any Mortgagee or other security holder in actual possession of any portion of the Property.

"Permitted Use" means

_____.

"Project" means the Improvements to be built on the Property in compliance with the Development Plan.

"Property" means the real property described on Attachment "A" hereto together with all of the real property hereafter made subject to this Development Declaration.

"Purchase Agreement" means that certain Disposition and Development Agreement between Declarant and Purchaser dated as of _____, 200_.

"Record-Recorded-Recordation" means, with respect to any document, the recordation of said document in the Office of the County Recorder of Clark County, Nevada.

"Recordation Date" means the date on which this Development Declaration is Recorded, and if Recorded on more than one date, then the first of such dates.

"Restrictions" means each and every covenant, condition, restriction, reservation or limitation contained in this Development Declaration.

"Sign" means any structure, device, or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, pasted, or otherwise fastened or affixed; provided, however, the term "Sign" as used herein shall not refer to any such structure, device or contrivance located entirely within an enclosed building and not visible to persons outside of such building.

"Street-Streets" means any street, highway, road, or thoroughfare, public or private, within or adjacent to the Property and shown on any Recorded subdivision or parcel map, or record of survey, whether designated thereon as street, boulevard, place, drive, road, court, terrace, way, lane, circle, or otherwise.

"Substantially Complete" means, with respect to any Improvement, that such Improvement is sufficiently complete so that it may be used for the purpose for which it is intended, that all necessary governmental approvals for the construction, use and occupancy thereof have been obtained; and, with respect to any such Improvement to be owned or maintained by a governmental authority or public utility company, that such governmental authority or public utility company has accepted dedication thereof. "Substantial Completion" of the Project means that all Improvements shown or reasonably inferable from the Development Plan have been Substantially Completed.

"Union Park" means all of the real property described on Attachment "C" hereto or the mixed use master planned community being developed by the Declarant on the land so described, as the context requires.

ARTICLE 2. Property Encumbered.

2.1 General Declaration. Declarant hereby declares that all of the Property is, and shall be, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, improved, or transferred in whole or in part, subject to this Development Declaration. All of the Restrictions set forth herein are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of the Property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and every part thereof. All of Restrictions shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of Declarant and its successors in interest as set forth in this Development Declaration.

2.2 Uniform Act Does Not Apply. Pursuant to NRS 116.1207, the Nevada Uniform Common Interest Ownership Act does not apply to the Property or to this Development Declaration.

ARTICLE 3. Design and Construction of Improvements.

3.1 Development Plan. Purchaser agrees that Purchaser's construction and operation of the Project shall be in compliance in all respects with the Development Plan. No Improvement shall be erected, placed, altered, maintained, or permitted to remain on any portion of the Property that is not consistent in al respects with the Development Plan.

3.2 Approval of Alterations Subsequent to Completion of Project. Except for the interior of any completely enclosed structure, no new construction, alteration, grading, addition, excavation, modification, decoration, redecoration, reconstruction or removal of the Improvements shall be commenced or maintained by Owner until drawings and specifications consistent with the Development Plan have been submitted to, and approved in writing by, Declarant. Declarant, in its sole discretion, shall have the right to disapprove any drawings and specifications submitted hereunder on any reasonable grounds.

3.3 No Waiver of Future Approvals. Declarant's approval of any proposals or drawings and specifications for any work done or proposed or approval in connection with any other matter requiring the approval and consent of Declarant shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, drawings and specifications, or matters subsequently or additionally submitted for approval or consent. Such approval shall not constitute or be deemed a waiver of any requirement contained in this Development Declaration which relates to the conditions upon such construction, or the manner in which such construction shall be performed.

3.4 Approval. Declarant may approve drawings and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions. Upon approval or conditional approval by Declarant of any drawings and specifications submitted, a copy of such drawings and specifications, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such drawings and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same.

3.5 Declarant Not Liable. Declarant shall not be liable for damage, loss, or prejudice suffered or claimed by any person on account of:

3.5.1 The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective; or

3.5.2 The construction of any Improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.

Declarant's approval of proposals, drawings or specifications shall not constitute a representation, warranty or guarantee, either express or implied, that such proposals, drawings or specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such proposals, drawings or specifications Declarant does not assume any liability or responsibility therefor, or for any defect in the structure constructed from such proposals, drawings or specifications.

3.6 Construction without Approval. If any Improvement shall be erected, placed, or maintained upon the Property, or any new use commenced upon the Property, other than in accordance with the provisions of this Article, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Development Declaration, and upon written notice from Declarant, any such Improvement so altered, erected, placed, maintained, or used upon any portion of the Property in violation of this Development Declaration shall be removed or altered so as to conform to this Development Declaration, and any such use shall cease or be amended so as to conform to this Development Declaration.

3.7 Construction Standards. All Improvements on the Property shall be constructed by a duly licensed general contractor and duly licensed subcontractors in a good and workmanlike manner in accordance with: (a) plans and specifications approved by Declarant, (b) all applicable laws, regulations, codes, and ordinances, (c) all requirements of governmental authorities and other duly qualified bodies having jurisdiction with respect to each work of improvement, and (d) generally-accepted engineering standards concerning geotechnical and soils conditions. Owner shall be solely responsible for all means, methods, techniques, sequences, and procedures used in the performance or construction of the work on the Property and shall diligently pursue the same to completion. Owner shall be responsible for the application for and the obtaining of all permits and approvals from governmental authorities required for the work.

3.8 Insurance. Prior to commencement of construction on the Property, Owner shall obtain and, at all times prior to completion of the Project, maintain in effect the following policies of insurance: (a) comprehensive general public liability insurance with a single per occurrence limit of not less than Five Million Dollars ($5,000,000) with respect to the Property and the operations of Owner in, on or about the Property, (b) workers' compensation insurance covering liability arising from claims of workers in respect of and during the period of the performance of the work on the Property, and (c) a standard "all risk" Builder's Risk Policy. All policies of insurance shall be issued by insurance companies authorized to do business in Nevada and with a financial rating of at least "A-IX" status as rated in the most recent edition of Best's Insurance Reports, or such other insurers to which Declarant may consent in writing. All such policies shall provide coverage against claims which may arise out of or result from Owner's performance of the work on the Property or which may arise in connection with the activities of Owner, any contractor or subcontractor of Owner, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Owner shall furnish Declarant with certified copies of all insurance policies required under this Section before commencing any work on the Property. Each policy shall provide that it may not be canceled or reduced in coverage until thirty (30) days after written notice shall have been given to Declarant of such cancellation or reduction in coverage. All insurance required hereunder (except worker's compensation) shall name Declarant and such of its affiliates as Declarant may designate as additional insureds as to claims by third parties.

3.9 Correction of Defects. In the event of rejection by Declarant or the appropriate governmental authority of any item Improvement on the Property as being defective or as failing to conform to the Development Plan, whether or not completed, Owner shall promptly commence to correct such defect and diligently prosecute such correction to its completion. Owner shall bear all costs of correcting any such rejected Improvement.

Damage to Roads and Off-Site Improvements. Should Owner's construction activities on the Property or otherwise in connection with any work on the Property cause any damage to any public or private right-of-way or to any other Improvement located outside of the Property, whether completed or under construction by Declarant or others, Owner shall, upon demand from Declarant, promptly repair and restore such right-of-way or Improvement. If Owner fails to commence such repair work within five (5) business days after receipt of such notice and diligently prosecute the same to its completion, then Declarant shall have the right to make such repairs, and Owner shall, upon demand, reimburse Declarant for Declarant's expenses incurred in repairing and restoring such right-of-way or improvement. If such Improvement is, at the time of repair, subject to any warranty obligation of the construction contractor which constructed the improvement, Declarant may require that the work of repair be performed by such contractor.

3.8 Additional Obligations. If the City of Las Vegas or any other governmental authority imposes any conditions, fees, or other obligations (in the broadest sense of that word) in connection with the Project, including, without limitation, construction of infrastructure, driveways, curb cuts, sidewalks, perimeter walls, retaining walls, irrigation and drainage systems, landscaping, monuments, and directional Signs ("Additional Obligations"), in addition to those described herein, the performance and satisfaction of such Additional Obligations shall be the sole and exclusive responsibility of Owner, and Declarant shall have no responsibility with respect thereto.

3.9 Indemnity. Owner shall indemnify and hold free and harmless Declarant, its affiliates, and their respective officers, directors, and employees from and against any and all claims, damages, losses, liabilities, demands, and expenses, including, but not limited to, attorneys' fees, court costs, and expenses of litigation (collectively, hereinafter referred to as "Liabilities"), arising out of or resulting from, or claimed to arise out of or result from, in whole or in part, any fault, act, or omission of Owner, any contractor or subcontractor employed by it, any sales agent or marketing representative employed directly or indirectly by Owner, anyone directly or indirectly employed by any of the foregoing entities, or anyone for whose acts any of the foregoing entities may be liable, in connection with the performance or construction of the Project. Notwithstanding the foregoing, the indemnity agreement created herein shall not indemnify Declarant or its affiliates, or any of their respective officers, directors, or employees, against any Liabilities for death or bodily injury to persons or injury to property to the extent such Liabilities arise from the grossly negligent acts or omissions or willful misconduct of Declarant, its agents, servants, or independent contractors who are directly responsible to Declarant; provided, however, that (i) any act or omission of Declarant or its agents, servants or independent contractors with respect to the review of the Development Plan and/or the drawings or specifications related to the Project, or (ii) any inspection or failure to inspect the construction activities of Owner by Declarant, or (iii) any direction or suggestion given by Declarant with respect to construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with work performed on the Property, or the failure to give any such direction or suggestion, shall not be deemed a negligent act or omission or willful misconduct of Declarant relieving Owner of its indemnity obligation hereunder.

3.10 Construction Regulations and Restrictions. During the period of construction of the Project, Owner shall observe the following rules and regulations:

3.10.1 No equipment maintenance or construction work of any type shall be performed or conducted on the Property between the hours of 8:00 p.m. and 6:00 a.m.

3.10.2 No temporary structures, including construction trailers or other temporary office or sales facilities, shall be placed or maintained on the Property until the appearance and location of such facilities have received the approval of Declarant, which approval shall not be unreasonably withheld.

3.10.3 Portions of the Property which are visible from surrounding property shall be kept free of weeds and debris, and all scrap materials generated by the construction activities shall be removed as soon as reasonably possible.

3.10.4 Owner shall maintain a concrete wash-out site on the Property and shall not wash trucks or equipment on any other property within Union Park without the prior written consent of the owner thereof.

3.10.5 Owner shall not leave any debris or material on any other property within Union Park without the prior written consent of the owner thereof.

3.10.6 Owner shall provide at least one (1) covered trash enclosure during any period of construction on the Property. The location, size and design of trash enclosures shall be reasonably acceptable to Declarant. All debris will be placed in one of these enclosures at the end of each day.

3.10.7 Owner shall take such action as may be prudent and use its best efforts to employ all commercially reasonable methods, equipment, techniques and activities to control ambient dust and the accumulation of dust on the Property or dispersion of dust from the Property; and

3.10.8 Owner shall take such action as may be prudent and use its best efforts to employ all commercially reasonable methods, equipment, techniques and activities to abate noise, and to mitigate and abate noise pollution. Owner warrants that it will not use any equipment or undertake any activity in connection with the construction and development of the Project which will generate unreasonable noise.

3.10.9 No mechanical equipment, apparatus or antennae shall be placed above the roof line (which shall be measured by the roof curb or parapet) of any building, except within an enclosure or behind opaque screening which has been approved in writing by Declarant, unless an exemption has been specifically approved in writing by Declarant.

3.11 Parking. [PARKING CLAUSE FOR APPROPRIATE PROJECT MUST BE SELECTED]

Commercial Non-theater Projects:

(a) All parking required for the legal operation of the Project will be provided on the Property or offsite as procured by Owner at Owner's cost and expense and neither CPY nor the City of Las Vegas will be obligated to provide any parking offsite of the Property.

Secondary Theatre:

(a) At all times during the Lease Term, CPY shall provide to Developer, and to its agents, employees, servants, contractors, Developers, licensees, customers, and business invitees (collectively, the "**Developer Parties**"), the use of _____ parking spaces in Union Park (the "**Parking Facilities**. At all times during the Lease Term, the Parking Facilities (i) shall be for either (x) the exclusive use of Developer and Developer Parties during evening hours and on weekends if CPY or one of its affiliates owns the real property on which the Parking Facilities are located or (y) the nonexclusive use of Developer and Developer Parties during evening hours and on weekends if CPY or one of its affiliates does not own the real property on which the Parking Facilities are located; and (ii) may be used by Developer and the Developer Parties in a nonexclusive manner

during normal business weekday hours. The Parking Facilities will be subject to reasonable rules and regulations as CPY or private parking garage owners, as applicable, may from time to time impose. At all times during the Lease Term, CPY shall use commercially reasonable efforts to provide the Parking Facilities in a location which is reasonably close in proximity to the front door of the performing arts center. CPY intends to initially provide the Parking Facilities to Developer at the location substantially consistent with Exhibit "G" attached hereto ("**Initial Parking Facilities**"). At all times during the Lease Term and during which CPY or one of its affiliates owns the real property on which the Parking Facilities are located, CPY shall (A) keep and maintain in good order, condition and repair the Parking Facilities; and (B) shall manage, or shall utilize the services of a parking management company to manage, the Parking Facilities to ensure and enforce the exclusive parking rights granted to Developer Parties hereby.

(b) During the first five (5) years following the Recordation Date ("**Initial Parking Term**"), CPY shall provide the Parking Facilities to Developer and the Developer Parties at no charge to the Developer or the Developer Parties, provided that Developer does not charge any of the Developer Parties a fee or charge to use the Parking Facilities. At the end of the Initial Parking Term, CPY agrees to consider a request from Developer in its Operating Budget for CPY to continue to provide the Parking Facilities free of charge for another five (5) year period provided that Developer again does not charge any of the Developer Parties a fee or charge to use the Parking Facilities. Following expiration of the Initial Parking Term and in the event that CPY does not agree to continue to provide the Parking Facilities free of charge, CPY shall be permitted to charge a fee to the Developer Parties for use of the Parking Facilities, provided that such charge shall not exceed the reasonable going market rate for parking in downtown Las Vegas, Nevada.

(c) Developer acknowledges and agrees that CPY is developing, or causing to be developed, Union Park for other commercial, residential, and entertainment, uses. Developer hereby agrees that as construction on Union Park progresses that CPY shall have the right to relocate the Parking Facilities to locations on Union Park other than the location identified as the Initial Parking Facilities ("**Substitute Parking Facilities**") so long as the requirements and conditions set forth in subsection (a) and (b) above are satisfied. CPY agrees to give Developer no less than ninety (90) days notice prior to any relocation of any Parking Facilities to Substitute Parking Facilities. Developer acknowledges that the Substitute Parking Facilities may be in the form of surface parking, parking in a structured garage, or a combination thereof. CPY shall use commercially reasonable efforts to provide the Substitute Parking Facilities at a location which is reasonably close in proximity to the front door of the performing arts center. Developer agrees that such relocation may require CPY to charge a fee to Developer for use of the Substitute Parking Facilities, subject to the terms specified in subsection (b) above.

(d) In the event the City relocates City Hall to Union Park at the location currently planned for the City Hall, CPY shall make available to Developer and the Developer Parties the parking garage related to or on the City Hall site as Parking Facilities subject to the requirements set forth in this Section. Developer agrees that nothing contained in this Agreement or otherwise creates any agreement or obligation whatsoever on the part of the City or any department, employee or agent of the City to construct City Hall or any other building or project within Union Park.

(e) In the event that CPY desires to convey the real property to a party other than CPY or one of its affiliates on which CPY intends that the Parking Facilities, or any portion thereof, are to be located, CPY agrees that such real property will be conveyed with a covenant running with title to such real property requiring such party to provide

Developer and the Developer Parties with the Parking Facilities and otherwise comply with the terms and provisions of this Section 3.14 hereof.

j3.15 Access to Parking Facilities. In addition, CPY hereby grants to Developer and the Developer Parties a non-exclusive license, at no cost or expense to Developer or any Developer Party, to traverse Union Park in order to (a) travel between the Project and the Parking Facilities along sidewalks and pathways and (b) to drive in, through and out of the Parking Facilities to and from any public street.

Article 4. Maintenance of the Property and Improvements.

4.1 Condition of Property. The Owner and, with respect to any portion of the Property in the possession of an Occupant, such Occupant of the Property, shall at all times keep it and the buildings, Improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, at its own expense, in all respects with all applicable governmental safety ordinances, regulations, requirements, and directives, and the Owner or Occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon the Property. Owner shall be primarily responsible for the foregoing obligation regardless of the existence of an Occupant.

4.2 Landscaping and Irrigation.

3.11.1 Every portion of the Property shall be landscaped in accordance with the Development Plan. Such landscaping and irrigation shall thereafter be kept and maintained in accordance with this Development Declaration.

3.11.2 Landscaping and irrigation systems, as approved by the Declarant, shall be completed within sixty (60) days after occupancy of any building on the Property unless a written extension of time has been granted by the Declarant.

3.11.3 Landscaping and irrigation equipment, supplies and above-surface pipes and installations shall be screened as required by the Development Plan, except as otherwise permitted in writing by the Declarant.

3.11.4 All planting and irrigation installations shall be maintained in a neat and orderly fashion. If the Declarant determines that any portion of the Property is not being properly maintained, corrective work shall be accomplished within thirty (30) days after receipt of notice from the Declarant of any directions with regard to maintenance or such later date if the corrective work cannot be reasonably accomplished within such thirty (30) day period provided that Owner promptly commences such corrective work and diligently prosecutes the same to completion.

3.11.5 The following criteria shall be deemed minimum landscape maintenance standards:

(1) All planting areas shall be kept reasonably free of leaves and debris.

(2) Lawns and ground cover shall be mowed and/or trimmed regularly.

(3) All plantings shall be kept in a healthy and growing condition. Any dead or damaged plant material resulting from improper maintenance or any other reason shall be replaced with like plant material, provided any change from the original approved plant material shall require approval from the Declarant. Fertilization, cultivation, weeding, spraying, trimming

and pruning shall be performed as part of a regular maintenance program.

(4) Stakes, guys and ties on trees shall be checked regularly to ensure the correct function of each. Ties shall be adjusted regularly to avoid creating abrasions or girdling of trunks or stems.

(5) Damage to plantings caused by vandalism, automobiles or acts of nature shall be corrected within thirty (30) days after occurrence to the condition similar to what such plantings were in immediately before the damage occurred. All types and sizes of plantings shall be approved by the Declarant.

(6) Irrigation and drainage systems shall be kept in proper working condition. Adjustment, replacement of malfunctioning parts and cleaning of systems shall be performed as part of a regular maintenance program.

If, in Declarant's reasonable opinion, the required landscaping is not maintained in a sightly and well-kept condition, Declarant shall be entitled to the remedies set forth in Section 4.4.

4.3 Maintenance of Grounds. Owner shall be responsible for the maintenance and repair of (i) the Easement Parcel and (ii) all parking areas, driveways, walkways, and landscaping on the Property including, without limitation:

(a) Maintenance of all parking areas, driveways, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefor as shall, in all respects, be equal thereto in quality, appearance, and durability; the removal of debris and waste material and the washing and sweeping of paved areas; the painting and repainting of striping markers and directional signals as required; and

(b) Cleaning, maintenance, and relamping of any external lighting fixtures, except such fixtures as may be the property of any public utility or government body.

4.4 Remedies for Failure to Maintain and Repair.

(a) Remedies. If any Owner shall fail to perform the maintenance and repair required by this Development Declaration, then Declarant, after fifteen days prior written notice to such delinquent Owner, shall have the right, not the obligation, to perform such maintenance and repair and to charge the delinquent Owner with costs of such work, together with interest thereon at the Default Rate from the date of performance of such work to the date of reimbursement of Declarant by Owner; provided, however, that in the event that such maintenance and repair cannot reasonably be accomplished within such fifteen (15) day period, Owner shall have a reasonable time period thereafter to perform such maintenance and repair provided that Owner commences the same within the fifteen (15) day period and diligently prosecutes the maintenance and repair to completion. If the delinquent Owner shall fail to reimburse Declarant for all such costs reasonably incurred within ten (10) days after demand therefor, Declarant may, at any time within ninety (90) days after such advance, file for Record in the Office of the County Recorder of Clark County, Nevada, a claim of lien signed by Declarant for

the amount of such charge together with interest thereon; provided, Declarant shall give the Owner ten (10) days advance notice and opportunity to cure prior to filing such claim of lien. The lien created by this Section shall be effective to establish a lien against the interest of the delinquent Owner in the Property together with interest at the Default Rate on the amount of such advance from the date thereof, in addition to Recording fees, cost of title search obtained in connection with such lien or the foreclosure thereof, and court costs and reasonable attorney's fees that may be incurred in the enforcement of such a lien.

(b) Foreclosure of Lien. Such a lien as described in subsection (a) above, when so established against the Property described in said claim, shall be prior or superior to any right, title, interest, lien, or claim that may be or may have been acquired in or attached to the real property interests subject to the lien subsequent to the time of filing such claim for Record. Such lien shall be for the benefit of Declarant and may be enforced and foreclosed in a like manner as a real estate mortgage is foreclosed in the State of Nevada.

(c) Cure. If a default for which a notice of claim of lien was filed is cured, Declarant shall file or Record a rescission of such notice, upon payment by the defaulting Owner of the costs of preparing and filing or Recording such rescission, and other reasonable costs, interest, or fees that have been incurred.

(d) Nonexclusive Remedy. The foregoing lien and the rights to foreclose thereunder shall be in addition to, and not in substitution for, all other rights and remedies that any party may have hereunder and by law, including any suit to recover a money judgment for unpaid assessments.

4.5 Construction Regulations and Restrictions.

(a) All building exteriors shall be maintained at all times in a neat, orderly and weatherproof manner, including, without limitation, periodic painting if painting is customary with respect to the exterior construction materials employed for such building. The periodic painting shall be the same color originally approved by Declarant. Any change in color shall require the approval of Declarant.

(b) All hardscape, including but not limited to the Easement Area, paved areas, parking lots, sidewalks, curbs and gutters shall be maintained at all times in a neat, orderly and weatherproof manner.

Article 5. Regulation of Operations and Uses.

5.1 Permitted Uses. The Property at all times shall be used, developed, maintained and operated solely as the Permitted Use.

5.2 Nuisances. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any adjacent property or to its Occupants. Without limiting the foregoing, the violation of any of the following provisions shall be deemed a "nuisance":

(a) No use, excluding reasonable construction and maintenance activity, of the Property that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other

waterway that, in the opinion of Declarant, may adversely affect the health, safety, comfort of, or intended use of their property by persons within the area shall be permitted. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer.

3.11.6 No escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substance into the atmosphere, which discharge, in the reasonable opinion of Declarant, may be detrimental to the health, safety or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation shall be permitted.

3.11.7 Any operation producing intense glare or heat, atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the Property.

3.11.8 Buildings and other structures shall be constructed and machinery and equipment installed and insulated on the Property so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point exterior to the Property.

3.11.9 No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate upon the Property or any portion thereof, so as to render said premises a fire hazard, unsanitary, unsightly, offensive, or detrimental to any Person or activity on any other adjacent property or on any public street.

3.11.10 No building or other Improvement shall be permitted to fall into disrepair and all buildings and other Improvements shall at all times be kept in good condition and repair (including, without limitation, free of the presence of wood-destroying pests and organisms) and adequately painted or otherwise finished. Any and all exterior repairs, redecorations, modifications or additions shall be made in accordance with, and shall be subject to, this Development Declaration and all applicable statutes, ordinances and governmental regulations. In the event any such exterior repairs, redecorations, modifications or additions would cause a material change in the appearance of the Project, they must first be approved in writing by Declarant.

3.11.11 No condition shall be permitted to exist upon the Property which shall induce, breed or harbor infectious plant diseases or noxious insects.

3.11.12 No Owner or Occupant shall in any way alter the natural or established drainage of water over the Property from adjoining or other property, nor shall any Owner or Occupant in any way interfere with the natural or established drainage of water from the Property so as to cause or permit water to drain onto, over or under any adjoining or other property except in accordance with a drainage plan approved by Declarant. If it is necessary to change the natural or established drainage flow over the Property, then the Owner or Occupant of the Property shall adequately provide for proper drainage, and such changes shall be approved in writing by the Declarant. For the purposes hereof, "natural" drainage is defined as the drainage which would naturally occur at the time the overall approved grading plan of the Property has been completed by Declarant. For the purposes hereof, "established" drainage is defined as the drainage which occurred or

which would occur at the time the overall grading of the Property, including the finish grading of the Property, was completed.

3.11.13 No adverse environmental condition shall be permitted to exist on the Property, nor shall any toxic or hazardous wastes be permitted to be generated, treated, stored, disposed of, or otherwise deposited in or on or allowed to emanate from the Property or any portion of the Property, including, without limitation, the surface waters and subsurface waters thereof; provided, however, that hazardous substances may be stored or used so long as such storage and use is conducted in compliance with all applicable laws, statutes, ordinances, rules and regulations of any city, county, state or federal governmental or public body.

3.11.14 No Owner or Occupant shall permit anything to be done or kept on the Property that violates any applicable law, statute, rule or regulation of any city, county, state or federal governmental or public body.

5.3 Subdivision. No Owner shall affect any change or amendment to any parcel or final map covering the Property or Record any further parcel or final map of the Property or any portion thereof or facilities thereon, pursuant to Nevada Revised Statutes, Chapter 278, or any similar statute hereafter enacted, and any local ordinances adopted pursuant thereto, nor shall an Owner file any applications with any governmental agency with respect to any of the foregoing matters, unless expressly approved by Declarant, which approval may be granted or withheld by Declarant in its sole discretion.

5.4 Zoning. Owner shall not use or develop or attempt to use or develop the Property or any portion thereof for any purpose other than those purposes expressly allowed (without the benefit of a zone variance, conditional or special use permit, exception or other special administrative procedure) under the zoning ordinances of the City of Las Vegas. All development within the Property shall be subject to all such zoning ordinances and regulations applicable to, and in effect at the time of, such development, except where more restrictive requirements are imposed by this Development Declaration. Development and ownership of the Property shall further be subject, as applicable, to future land use and environmental matters affecting the Property. Owner shall not change or attempt any change in zoning, or obtain or apply for a zoning variance or exception or other similar approval with respect to the use or development of the Property or any portion thereof not expressly allowed under such existing zoning, unless expressly approved by Declarant, which approval may be granted or withheld by Declarant in its sole discretion.

5.5 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any water, steam, heat, oil, gas or other hydrocarbons, gravel, earth, or any earth substances or other minerals of any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of Improvements within the Property. No tools or equipment and no derrick or other structure designed for use in boring for water, steam, heat, oil, gas or other subterranean minerals or other substances, or designed for use in any mining operation or exploration, shall be erected or placed upon or adjacent to the Property.

5.6 Servicemarks. Owner acknowledges that Declarant has the sole right to the "Union Park" tradename, trademark, servicemark and logo (collectively, the "Servicemarks"). Owner covenants and agrees that it shall not use, nor permit other Occupants to use, in any manner whatsoever the Servicemarks or the name "Union Park."

5.7 Waste or Nuisance. No Owner shall commit or suffer to be committed any waste upon the Property or Improvements or any nuisance which may disturb the quiet enjoyment of

any other owner or occupant of land in Union Park, and shall not conduct its business so as to impair, in Declarant's sole but reasonable opinion, the reputation of Union Park. In particular, without limiting the generality of the foregoing, Owner shall not use or permit to be used any medium that might in Declarant's reasonable judgment constitute a nuisance such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound-producing or other device which will carry sound or odors outside the Property reasonably objectionable to Declarant.

Article 6. Enforcement of Restrictions.

6.1 General Purpose and Constructive Notice. The Restrictions shall run and pass with each and every portion of the Property and be binding upon Purchaser, its successors and assigns. Except as specifically set forth herein, the Restrictions shall remain in full force and effect for the entire term of this Development Declaration, notwithstanding Declarant's exercise of any right or remedy herein due to a previous or repeated violation of any one or more of the Restrictions. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Restriction, provision, covenant, condition, right and limitation contained herein, whether or not any reference to this Development Declaration is contained in the instrument by which such person acquired an interest in the Property.

6.2 Enforcement. The Restrictions shall benefit the Benefited Property and be enforceable solely by Declarant, subject to Declarant's right to assign pursuant to Article 12, notwithstanding any transfers of the Benefited Property or any portion thereof by Declarant. Declarant shall have the right to enforce, by proceedings at law or in equity, all Restrictions, now or hereafter imposed by the provisions of this Development Declaration or any amendment hereto, including the right to prevent the violation of any such Restrictions, and the right to recover damages or other amounts due for such violation. The Owner of the Property shall be primarily liable and the Occupant, if any, secondarily liable for the violation or breach of any covenant, condition, or Restriction herein contained.

6.3 Rights are Cumulative. All rights, options, and remedies of Declarant under this Development Declaration are cumulative, and except as may be explicitly provided herein, no one of them shall be exclusive of any other, and Declarant shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Development Declaration.

6.4 Default and General Remedies. In the event of any breach, violation or failure to perform or satisfy any of the Restrictions, which has not been cured within the period set forth below, Declarant at its sole option and discretion may enforce any one or more of the remedies described below or any other rights or remedies to which Declarant may be entitled by law or equity, whether or not set forth herein. Unless a cure period is otherwise specifically designated herein, such cure period shall commence when written notice is given to Owner of a violation hereunder and shall end ten (10) days thereafter in the case of a monetary default and thirty (30) days thereafter in the case of a non-monetary default; provided that if a non-monetary default is not reasonably susceptible of cure within such 30-day period, then Owner shall have a reasonable time to cure same so long as Owner has commenced such cure promptly and thereafter diligently prosecutes the cure to completion.

(a) Abatement and Lien. Any breach or violation of the Restrictions or any provision this Development Declaration is hereby declared to be a nuisance, and if not cured or corrected by the Owner within thirty (30) days after receipt of written notice from Declarant, Declarant shall be entitled to enter the Property and summarily abate and remove, without further legal process to the maximum extent permitted by law, any Improvement, structure, thing or condition that may

exist in violation of any of the Restrictions, or to prosecute any remedy allowed by law or equity for the abatement of such nuisance against any person or entity acting or failing to act in violation of the Restrictions provided, however, that in the event that the cure of any such violation or breach cannot reasonably be accomplished within such thirty (30) day period, Owner or Occupant in question shall have a reasonable time period thereafter to cure provided that such cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion. No such entry by Declarant or its agents shall be deemed a trespass, and neither Declarant nor its agents shall be subject to liability to the Owner or Occupant of the Property for such entry and any action taken to remedy or remove a violation.

Any costs or expenses paid or incurred by Declarant in abating such nuisance or prosecuting any such remedy (including all reasonable attorneys' fees and costs of collection), together with interest thereon at the Default Rate, shall be a charge against the Property, shall be a continuing lien thereon until paid if Declarant Records a notice of same within ninety (90) days after any such advance with the Office of the County Recorder of Clark County, Nevada, and shall also be the personal obligation of Owner or other person who was owner of the Property when such charges became due and who committed such breach or violation.

(b) Damages. Declarant may bring a suit for damages for any compensable breach of or noncompliance with any of the Restrictions, or declaratory relief to determine the enforceability of any of the Restrictions.

(c) Equity. It is recognized that a particular or ongoing violation by Owner of one or more of the foregoing Restrictions may cause Declarant to suffer material injury or damage not compensable in money (including, but not limited to irreparable effects on the type and quality of development on the Benefitted Property or portions thereof), and that Declarant shall be entitled to bring an action in equity or otherwise for specific performance to enforce compliance with the Restrictions or an injunction to enjoin the continuance of any such breach or violation thereof, whether or not Declarant exercises any other remedy set forth herein.

6.5 Right of Entry. During reasonable hours and upon reasonable notice, Declarant, or its agents, shall have the right to enter upon and inspect any portion of the Property and the Improvements thereon covered by this Development Declaration for the purpose of ascertaining whether or not the provisions of this Development Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.6 Violation Deemed to Constitute a Nuisance. The result of every act or omission whereby any covenant, condition, or Restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an Owner or Occupant either public or private shall be applicable against every such result and may be exercised by Declarant.

6.7 Attorney's Fees. In any legal or equitable proceeding for the enforcement of this Development Declaration or any provision hereof, whether it be an action for damages, declaratory relief, or injunctive relief, or any other action, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such reasonable amount as shall be fixed by the court in such proceedings or in a separate action brought for that purpose. The prevailing party shall be entitled to said attorney's fees even though said proceeding is settled prior to judgment.

6.8 Failure to Enforce Is No Waiver. The failure of Declarant to enforce any requirement, Restriction, or standard herein contained shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor of the right to enforce any other Restriction.

6.9 General Purpose and Constructive Notice. The Restrictions shall run and pass with each and every portion of the Property and be binding upon Owner, its successors and assigns, and shall benefit other land owned by Declarant and located in Clark County, Nevada, more particularly described in Attachment "B" hereto (hereinafter referred to as the "Benefitted Property") and be enforceable solely by Declarant notwithstanding any transfers of the Benefitted Property or any portion thereof by Declarant. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every Restriction, provision, covenant, condition, right and limitation contained herein, whether or not any reference to this Development Declaration is contained in the instrument by which such person acquired an interest in the Property. Declarant or its authorized representatives may from time to time, at any reasonable hours, enter upon and inspect the Property, site or any portion thereof or improvements thereon to ascertain compliance with the Restrictions, but without obligation to do so or liability therefor.

Article 7. Completion and Occupancy of Project; Environmental Management Plan.

7.1 Project Development. Declarant has a substantial interest in the expeditious development of the Project due to its impact on the value of the surrounding land and on Declarant's reputation as the master developer of Union Park. Therefore, the parties agree that the occurrence of any of the following events shall constitute a default hereunder and a breach of the Restrictions, which shall entitle Declarant to exercise any of the rights and remedies set forth below.

(a) Project Design. If Owner fails to design the Project within the time limits set forth in the Development Schedule or design the Project not in compliance with the Development Plan.

(b) Commencement Requirement. If Owner shall fail to achieve Construction Commencement of the Project, pursuant to the Development Plan on or before the date set forth in the Development Schedule (the "Construction Commencement Deadline"). The Construction Commencement Deadline shall be extended for such period of time as construction commencement is prevented or delayed due to strikes, lockouts, acts or omissions of government agencies, acts of God, wars, riots, civil insurrection or abnormal force of elements or other matters beyond Owner's reasonable control; provided, that in no event shall any extension of time be effective unless Owner delivers to Declarant within 5 days following an event giving rise to such an extension, a written notice setting forth the facts giving rise to each such extension; and provided further, that the period of time for exercise of Declarant's rights herein shall be commensurately extended.

(c) Completion Requirement. If Owner shall fail to Substantially Complete the Project in compliance with all applicable governmental laws, ordinances, regulations on or before on or before the date set forth in the Development Schedule (the "Construction Completion Deadline"). The Construction Completion Deadline shall be extended for such period of time as construction Completion is prevented or delayed due to strikes, lockouts, acts or omissions of government agencies, acts of God, wars, riots, civil insurrection or abnormal force of elements or other matters beyond Owner's reasonable control; provided, that in

no event shall any extension of time be effective unless Owner delivers to Declarant within 5 days following an event giving rise to such an extension, a written notice setting forth the facts giving rise to each such extension; and provided further, that the period of time for exercise of Declarant's rights herein shall be commensurately extended.

7.2 Environmental Management Plan. Attached as Exhibit "E" is a plan for the management of the environmental remediation of the Property. Declarant agrees to perform the CPY Obligations set forth in the environmental exhibit. Owner agrees that the CPY obligations are the sole and exclusive obligations of CPY in connection with the Property and that CPY shall have no further obligations in connection with the construction and operation of the Project.

Article 8. Violation of Purchaser's Use Covenant.

8.1 Payment of Market Value. In the sole option and discretion of Declarant, Declarant may elect for any violation of the Permitted Use or Prohibited Use Restrictions set forth in Section 5.1, not cured within the time set forth above, as Declarant's exclusive remedy and in lieu of any remedies permitted by Article 10 (Reconveyance Option), to obligate Owner to pay to Declarant sixty (60) days after written demand or upon such approved Conveyance, as the case may be, the then market value for the Property computed as described below, together with interest thereon at the Default Rate from and after the occurrence of any such event until the date of actual payment. No failure by Declarant to exercise its rights to require such payment, and no prior exercise of such as to a continuing or previous violation, shall constitute a waiver of Declarant's rights to require such payment at any later time or times while this Development Declaration is still in effect, and so long as any such violation may continue.

8.2 Determination of Market Value. The market value shall be the then "highest fair market value" of the Property and adding thereto Agreed Interest accruing from the date of occurrence of any such violation to the date of payment of such then market value: The then market value shall be due on the date of notification to Owner by Declarant or such later date as the "highest fair market value" is determined. As used herein, the term "highest fair market value" means the value of the Property (not including the value of any improvements constructed hereon) as mutually determined by the parties hereto, without taking into consideration any of the restrictive events or limitations imposed under this Development Declaration (but, instead, basing such value on the highest and best use for the Property under the applicable zoning ordinances). If the parties cannot so agree within twenty (20) days after written demand by Declarant, then the "highest fair market value" shall be as determined by an independent appraiser appointed by Declarant, who shall be a member of the American Institute of Real Estate Appraisers with at least five (5) years of experience appraising similar properties in Nevada. His decision in this matter shall be final and binding. All fees for such appraiser shall be borne equally by Declarant and Owner. . IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN DECLARANT AND OWNER (A) THAT THE PAYMENT OF THE THEN MARKET VALUE IS A REASONABLE ESTIMATE OF DAMAGES CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS DEVELOPMENT DECLARATION, INCLUDING THE RELATIONSHIP OF SUCH SUM TO THE RANGE OF HARM THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT, AND (B) THAT DECLARANT'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY OWNER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

Article 9. Additional Purchase Price.

9.1 Enforcement of Mortgage Lien.

(a) Creation of Mortgage Lien. Purchaser hereby mortgages the Property (or portion thereof which is being rezoned, used, developed, transferred or otherwise affected in violation of the Restrictions described in this Section) to Declarant with power of sale for the purpose of securing any or all increments of additional purchase price described in this Article and any additional advances by Declarant pursuant to Section 6.9 above.

(b) Power of Sale. In the event Owner fails to pay all or any portion of the indebtedness secured hereby within ten (10) days after written demand from Declarant, setting forth the amount of any such indebtedness upon determination as provided hereinabove, then Declarant may immediately declare a default hereunder and cause a written notice of default (herein, "Notice of Default") and election to sell the Property and all Improvements thereon to be prepared and Recorded. After three (3) months or such shorter time as may be allowed by law shall have elapsed from the Recordation of such Notice of Default, and after a notice of sale has been given to the extent required by the then applicable law, Declarant, without further legal action or demand on Owner, may cause the Property and Improvements thereon to be sold at such time and place as may be fixed in said notice of sale or at such time and place to which the sale may be postponed as hereinafter provided without additional notice, either as a whole or in separate parcels, and in such order as Declarant alone may determine, at public auction to the highest bidder for cash in lawful money of the United States at the time of sale, or upon such other terms as Declarant may consider advisable. Owner shall have no right to direct or determine whether the Property shall be sold as a whole or in separate parcels, or the order of sale of separate parcels or the portion of the Property to be sold if only a portion is sold. Declarant may postpone the sale of the Property by public announcement thereof at the time and place of sale and from time to time thereafter by public announcement at the time and place of the preceding postponement. In conducting or postponing any such sale, Declarant may act through its agents, officers or employees or any other person designated by Declarant, whether or not such party shall be a licensed auctioneer. At such sale, Declarant shall cause to be delivered to the buyer or buyers, one or more duly executed deed or deeds conveying the property so sold, subject to all the provisions of this Development Declaration, but without any covenant or warranty, either express or implied. The recitals in such deed or deeds with regard to any matters of fact shall be conclusive proof of the truthfulness thereof against the Owner at such sale, its successors and assigns, and all other persons. Any person or entity, including without limitation Declarant, may bid in or purchase at such sale. Purchaser hereby agrees and any subsequent Owner agrees by accepting title to the Property, to surrender, immediately and without demand, possession of the Property to the buyer at such sale. No such sale shall release or extinguish any rights, remedies or provisions contained in this Development Declaration in the event of any further violation of any Restriction set forth herein. Notwithstanding the foregoing, if Owner's default is timely cured in accordance with this Development Declaration or applicable law, Declarant shall, upon request by Owner, Record at Owner's expense an appropriate notice of rescission in accordance with the applicable provisions of the Nevada Revised Statutes.

9.2 Application of Proceeds. Declarant shall apply the proceeds of such sale in the following manner and order:

(a) Expenses of such sale and all costs, fees, charges and expenses of Declarant, including costs of evidence of title and reasonable attorneys' fees;

(b) All sums secured hereby; and

(c) The remainder, if any, to the person or persons legally entitled thereto.

9.3 Foreclosure by Court Action. In addition to the foregoing, Declarant may foreclose the lien created hereby by court action in the manner provided by the laws then applicable to this indenture, in which case Purchaser agrees to pay all costs and expenses thereof, including reasonable attorneys' fees as the court may determine.

9.4 Further Amounts Secured. All interest, fees, costs and expenses required to be paid by Owner hereunder shall also be secured by this Development Declaration, but the combination of all such required interest shall not exceed the maximum rate permitted by law. In the event that only a portion of the Property (or portion thereof which is being rezoned, used, developed, transferred or otherwise affected in violation of the Restrictions) is the subject of a sale or foreclosure action by Declarant hereunder, the lien of this Development Declaration shall continue to attach to all other portions of the Property which are subject to the lien hereof at the time of such sale or foreclosure.

9.5 Notice of Sale. Purchaser hereby requests that copies of the Notice of Default and any notice of sale hereunder be mailed to it at the address set forth below in Section 14.10. Purchaser agrees that any such notice or demand shall be deemed fully given to Purchaser if mailed to it by registered mail at such address, or any more recent address delivered to Declarant as provided below.

9.6 Termination of Lien. The lien created hereby shall terminate with respect to all of the Property on a date sixty (60) years from the Recordation Date, provided that all sums secured hereby have been paid, or at such earlier time as Declarant in its sole option and discretion may release all or portions of the Property from the lien hereof by causing a quitclaim, release or other appropriate instrument executed by Declarant to be Recorded in the Office of the Recorder of Clark County, Nevada.

9.7 Payment for Statement of Obligations. Owner shall, in addition to all other payments specified herein, pay to Declarant the sum of Fifteen Dollars ($15.00) for each statement requested by Owner regarding the obligation secured by this Development Declaration except for any such statements as are exempt from charge by virtue of the laws of the State of Nevada.

9.8 Waiver of the Statute of Limitations. To the maximum extent permitted by law, Purchaser expressly waives the benefit of and the right to plead and in any way take advantage of any and all statutes of limitation, both as to the indebtedness secured hereby or any other provision hereof, and Purchaser will upon request of Declarant execute and acknowledge (if necessary) further written extensions or waivers of the applicable statutes of limitations with respect to payment of any indebtedness secured hereby and interest thereon.

Article 10. Declarant's Reconveyance Option.

10.1 Option to Reconveyance the Property. In recognition of Declarant's interest in the expeditious development of the Property, Purchaser hereby grants to Declarant the irrevocable, exclusive right and option ("Reconveyance Option") to cause Purchaser to reconvey the Property for the breach or violation of Owner's obligations set forth in Section 7.1 and Section 5.1. The Reconveyance Option shall be exercised as provided below.

10.2 Exercise of Reconveyance Option. Declarant may exercise its Reconveyance Option by giving written notice to Owner thereof:

(a) within ninety (90) days after Declarant receives actual notice of Owner's violation of section 5.1. ; or

(b) within ninety (90) days following the occurrence of any of the events of default described in Section 7.1, which is not cured within thirty (30) days after written notice from Declarant to do so. No failure of Declarant to exercise its Reconveyance Option upon Owner's failure to commence construction as provided above shall constitute a waiver of its right to exercise the Reconveyance Option upon Owner's failure to complete construction and/or satisfy the Completion Requirement, Occupancy Requirement or Continuous Use Requirement.

10.3 Title Condition. Upon Declarant's Reconveyance, the Property shall be subject only to:

(a) Current taxes not yet delinquent;

(b) Matters affecting title which exist as of the Recordation Date, or which are created, made, assumed, consented to or requested by Declarant, its successors or assigns; and

(c) Noninterfering easements for utilities used in connection with the buildings and other improvements constructed on the Property.

In the event any other matters or encumbrances exist or otherwise affect title, Declarant shall have the right to deduct from the Reconveyance Price at the close of escrow an amount, to be reasonably determined by Declarant, as sufficient to discharge such matters or to reimburse Declarant for any costs or expenses to be incurred by Declarant in connection with such matters.

10.4 Restoration Costs.

(a) Within ten (10) days after Declarant's exercise of its Reconveyance Option, Declarant shall submit to Owner a list of improvements on the Property which are usable to Declarant for the purposes to which Declarant plans to devote the Property (the "Usable Improvements"). Within thirty (30) days of receipt of such list, Owner shall inform Declarant of Owner's costs of the Usable Improvements. Declarant and Owner shall consult in good faith with one another for the purpose of arriving at an agreement concerning such costs. The costs of the Usable Improvements either as stated by Owner, or as determined pursuant to Section 10.5, less depreciation computed on a straight line basis, shall be added to the Reconveyance Price described in Section 10.5.

(b) Within ninety (90) days after Declarant's exercise of its Reconveyance Option, Owner at its sole cost and expense shall restore the Property to at least as good condition as existed at the date of this Development Declaration and shall remove from the Property all structures, buildings, pavings, landscaping and other improvements except the Usable improvements (collectively, the "Other Improvements") installed by Owner and all materials of whatever nature deposited at any time hereafter upon the Property. All such work shall be accomplished to the sole but reasonable satisfaction of Declarant. If such Other Improvements are not so removed and the Property so restored, then Declarant at any time prior to Closing may accomplish such matters and shall be entitled to a credit against the Reconveyance Price in an amount equal to the cost of accomplishing such matters. Any Improvements not so removed by Owner

within such ninety (90) day period shall automatically become the property of Declarant without the payment of further consideration and without the necessity of any further conveyance or bill of sale.

10.5 Reconveyance Price. Declarant's purchase price for the Property (the "Reconveyance Price") upon its exercise of the Reconveyance Option provided above, shall be the sum of :

(a) The amount of Purchaser's original costs of acquiring the Property such as escrow fees, title insurance and Recording costs, documentary transfer tax, legal fees and any other closing costs, plus

(b) The actual direct costs incurred by Owner in constructing the Usable Improvements, if any, on the Property.

10.6 Reconveyance Escrow Terms. Within five (5) days after Declarant's exercise of the option as provided above or as soon thereafter as possible, an escrow shall be created at Stewart Title of Nevada or another escrow company selected by Declarant to consummate the purchase as specified herein, which escrow shall have a time limit of thirty (30) days. Said escrow shall be subject only to approval by Declarant of a then current preliminary title report. Any exceptions shown thereon created after the date hereof, and disapproved by written notice to Owner through escrow, shall be removed by Owner at its sole expense at or prior to closing of escrow. In the event that the Property or any portion thereof is encumbered by a mortgage or deed of trust to which Declarant has subordinated this Option, Declarant may instruct the escrow agent to satisfy the indebtedness secured thereby out of the proceeds payable to Owner through the foregoing escrow. Owner and Declarant shall each pay one-half of the escrow fees; Owner shall pay for documentary tax stamps, for Recording the deed, and for an ALTA extended coverage form owner's policy of title insurance in the amount of the purchase price showing title to the Property vested in Declarant or its assigns free and clear of all liens, encumbrances or other title exceptions other than those set forth in this Development Declaration. Any other costs or expenses shall be allocated between the parties in the manner customary in Clark County, Nevada.

10.7 Other Defaults. Should Owner at any time prior to expiration of the Reconveyance Option commit any act of bankruptcy, or be adjudicated a bankrupt or insolvent, whether voluntarily or involuntarily, or transfer the Property or any portion thereof by operation of law under legal process pursuant to receivership or bankruptcy, or make an assignment for benefit of creditors, then Declarant in its sole discretion may, in addition to any other rights or remedies available to it, exercise the Reconveyance Option at any time prior to expiration of the Reconveyance Option, in the manner provided for herein.

10.8 Binding Effect. The Reconveyance Option shall be binding upon and shall inure to the benefit of the respective successors in interest to the parties hereto.

10.9 Declarant's Remedies. In the event Declarant exercises the Reconveyance Option provided herein and Owner shall fail or refuse to reconvey the Property in accordance with the terms of this Development Declaration, Declarant shall be entitled to pursue any remedy available to it at law or equity, including the right to seek specific performance of Owner's obligations hereunder.

Article 11. RESERVED.

Article 12. Assignment.

12.1 Assignment. Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein provided that Declarant shall, at least ten (10) days prior to such assignment becoming effective, deliver notice to Owner. Any assignment or appointment made under this Article shall be in reasonable form and shall be Recorded.

Without limiting the generality of the preceding paragraph, Declarant shall have the right in its sole discretion to assign all or part of its rights under this Development Declaration to the Master Association. In the event of such an assignment, the Master Association shall have the right to enforce those rights assigned to the Master Association by Declarant against Owner, its successor and assigns.

Article 13 RESERVED.

Article 14. Miscellaneous.

14.1 Constructive Notice and Acceptance. Every person or entity who now or hereafter owns, occupies, or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and Restriction contained herein, whether or not any reference to this Development Declaration is contained in the instrument by which such person acquired an interest in the Property.

14.2 Waiver. Neither Declarant nor its successors or assigns shall be liable to any Owner or Occupant of the Property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Development Declaration. Every Owner or Occupant of any of said property by acquiring its interest therein agrees that it will not bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

14.3 Declarant's Right to Terminate Development Declaration. Upon the acquisition of all or portions of the Property by Declarant by or through any operation of law or instrument of transfer, Declarant shall have the right in its sole discretion to terminate this Development Declaration and release such portions or all of the Property from the covenants and Restrictions of this Development Declaration, by executing and Recording an instrument to such effect, in which event the covenants and Restrictions shall be forever terminated and extinguished.

14.4 Runs with Land. The Restrictions shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant and its successors and assigns for a term of sixty (60) years from the Recordation Date, unless terminated earlier in accordance with the terms of Section 14.3 above. As used in the preceding sentence, the term "successors and assigns" means and refer to both (a) Declarant's successors and assigns as provided in Section 12.1, and (b) Declarant's successors and assigns as to all or substantially all of Declarant's assets or by merger, consolidation, or other corporate reorganization.

14.5 Rights of Mortgagees. No breach or violation of the Restrictions shall defeat or render invalid the lien of any mortgage, Deed of Trust or similar instrument securing a loan made in good faith and for value with respect to the development or permanent financing of the Property or any portion thereof. Declarant agrees to enter into any subordination agreement requested by a lender under any such deed of trust or mortgage, subject to Declarant's approval of such subordination agreement provided that such approval shall not be unreasonably withheld. However, this Development Declaration and all provisions hereof shall be binding upon and effective against any subsequent Owner and its successors and assigns or other Occupant of the Property or portion thereof whose title is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, but such subsequent Owner shall have a reasonable period of time after taking title to cure any violation hereunder that is reasonably capable of being cured, provided that such subsequent Owner diligently acts to effect such cure.

14.6 Captions. The captions of Articles and Sections herein are used for convenience only and are not intended to be a part of this Development Declaration or in other way to define, limit, or describe the scope and intent of the particular Article or Section to which they refer.

14.7 Effect of Invalidation. If any provision of this Development Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

14.8 Amendments. Except as provided in this Development Declaration concerning the addition of or substitution for other real property as the Benefitted Property, or concerning the assignment by Declarant of its rights under this Development Declaration, this Development Declaration may only be amended by a writing executed by Declarant and the Record owner of the Property which shall be Recorded against the Property.

14.9 Force Majeure. The time period for the performance of any non-monetary obligation under this Development Declaration shall be extended for any period that such performance is delayed or becomes impossible due to any Act of God, war, civil insurrection, riot, earthquake, fire, weather, sickness, accident, epidemic, act of government or government regulation, general or sympathetic strike or lockout, unavailability of labor or materials, or any other cause beyond the control of a party to this Development Declaration.

14.10 Notices. All notices or other communications between Declarant and Owner required or permitted hereunder shall be in writing and personally delivered or sent by certified United States mail, return receipt requested, postage prepaid, to the following address (until a notice of change thereof shall have been delivered as provided in this Section) or by facsimile copy to the number set forth below:

If to Declarant:

If to Owner:

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. (local time), otherwise on the day following personal delivery, or two (2) business days

following the date the notice is postmarked, if mailed or, if by facsimile, on the date of actual receipt if received before 5:00 p.m. (local time), otherwise on the next business day. Either party may change the address to which notice are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

14.11 Interest on Past Due Obligations. Any amount payable by either Declarant or Owner to the other that is not paid within thirty (30) days of written demand shall bear interest commencing on the thirtieth (30th) day following such written demand at a variable rate of interest equal to the prime or reference rate of interest announced from time to time by Bank of America, NT&SA plus 5% per annum, or the maximum rate permitted by law, if less.

14.12 Adjacent Development. Purchaser acknowledges that one or more commercial and retail projects may be developed by Declarant or others in the immediate vicinity of the Property. Applicable ordinances of the City of Las Vegas may require that special use permits or other discretionary approvals are required in connection with the development of these projects. In the event Declarant or a subsequent developer of any such projects seeks any special use permits or other discretionary approvals from the City of Las Vegas or other governmental agency, including without limitation, any application for restricted or non-restricted gaming licenses or location approvals or liquor licenses or rezoning or any other similar approval, Purchaser agrees it shall not oppose such development or such approval and hereby waives any claim against Declarant, its affiliates and successors and their respective officers, directors, agents and employees arising out of the location or development of such facilities. Purchaser acknowledges and agrees that the foregoing covenant is an essential part of the bargain between Declarant and Purchaser and that Declarant would not have agreed to convey the Property to Purchaser for the intended purpose thereof without such agreement by Purchaser and that in the event Purchaser violates such agreement Declarant will be substantially and irrevocably damaged.

SIGNATURE BLOCKS ON NEXT PAGE

Declarant:

CITY PARKWAY V, INC.,
a Nevada not-for-profit corporation

By:_____

Name:_____

Title:_____

Purchaser:

LAS VEGAS PERFORMING ARTS FOUNDATION, a Nevada not-for-profit corporation

By: _____

Name: _____

Title: _____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ___ day of _____, 2006, _____ before me personally appeared and executed the foregoing Agreement on behalf of City Parkway V, Inc.

_____
NOTARY PUBLIC
My commission expires:_____

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

On this ___ day of _____, 2006, _____before me personally appeared and executed the foregoing Agreement on behalf of Lass Vegas Performing Arts Foundation.

_____
NOTARY PUBLIC
My commission expires:_____

EXHIBIT "D"
Form of Environmental Management Agreement

(To be provided prior to the Execution of the Agreement)

EXHIBIT "E"
Project Information

Union Park Environmental Disclosure Documents

Electronic Documents on Two Compact Discs

Identifier	Title/Text Reference
01	**01) Preliminary Title Report, Lawyers Title Company.pdf, June 17, 2004**
	02) CPV Vesting Deed.pdf
02	**ALTA Survey – G.C. Wallace, June 28, 2002**
	01) G. C. Wallace - 61-Acre ALTA Survey pg1 2002.pdf
	02) G.C. Wallace - 61-Acre ALTA Survey pg2 2002.pdf
	03) G.C. Wallace - ALTA Survey Easement Docs 1.pdf
	04) G.C. Wallace - ALTA Survey Easment Docs 2.pdf
03	As-Built Maps - Bonneville, Grand Central Parkway and Ogden, 1992, 1993, 1995, 1999, & 2000
	01) Bonneville Ave.pdf
	02) Main and Bonneville Intersection.pdf
	03) Ogden Avenue.pdf
	04) Parkway Center.pdf
04	Remedial Action Plan
	Site Characterization Investigation and Recommended Remedial Action Plan, July 29, 1989
	-Appendices
	Appendices.tif,
	Appendix A - Summary of Buried Disposal Area Investigation.tif
	Appendix B - Investigative Procedures.tif
	Appendix C - Chain-of-Custody Records.tif
	Appendix D - Field and Laboratory QA&QC Program.tif
	Appendix E - Health and Safety Plan.tif
	Appendix F - Regional Geology and Hydrogeology.tif
	Appendix G - Exploratory Boring Logs.tif
	Appendix H - Soil and Hydrogeoloic Conditions By Area.tif
	Appendix I - Gauging Data and Hydrographs.tif
	Appendix J - Soil Laboratory Data Reports.tif
	Appendix K - Ground-Water Laboratory Data Reports.tif
	Appendix L - Maps of Approx Dist of Soils Containing PH.tif
	Appendix M - Observed Versus Actual Thickness of Liquid Hydrocarbon.tif
	Appendix N - Liquid Hydrocarbon Volume Estimates.tif
	Appendix O - Air Quality Monitoring Report.tif
	Appendix P - Report of Industrial Hygiene Evaluation.tif
	Appendix Q - Desert Research Institute Report.tif
	Appendix R - Health Risk Assessment.tif
	Appendix S - USPCI Report of Oil Recovery Operations.tif
	OIL RECOVERY SYSTEM.TIF
	-Table of Contents and Executive Summary.tif
	- Sect 1 Introduction.tif
	- Sect 2 Purpose & Scope.tif

- Sect 3 Site Background.tif
- Sect 4 Hydrocarbon Contamination.tif
- Sect 5 Lead Contamination.tif
- Sect 6 Assessment of Potential Mobility and Fate of Contaminants.tif
- Sect 7 Health Risk Assessment.tif
- Sect 8 Site Remediation Criteria.tif
- Sect 9 Recommended Remedial Action.tif

PLATE 01.TIF, PLATE 02.TIF, PLATE 03.TIF, PLATE 04.TIF, PLATE 05.TIF, PLATE 06.TIF, PLATE 07.TIF, PLATE 08.TIF, PLATE 09.TIF, PLATE 10.TIF, PLATE 11.TIF, PLATE 12.TIF, PLATE 13.TIF, PLATE 14.TIF

01) Final Remedial Action Plan 06-5-1992.pdf
02) Addendum I to RAP 08-18-1992.pdf
03) Request For Final Closure 10-06-1997.pdf
04) Depart of the Army Letter 12-09-2003.pdf

05) Interim Closure Report of Rem Action 09-27-93.pdf
06) NDEP Letter 03-26-1998.pdf
07) NDEP Remediation Requirements Sept 10, 1991.pdf
08) Phase 1 Env Site Assess Northern Tract 11-10-2000.pdf
09) Phase 1 Env Site Assess Southern Tract 11-10-2000.pdf

05 Plystadium Agreement

01) Plystadium Agreement.pdf
02) Amended and Restated Mem of Rights.pdf
03) Estoppel Certificate.pdf
04) Termination of Mem of Repurchase Option.pdf
05) Trusetee's Deed - Lehman to PAMI.pdf
06) Grant Bargain Sale Deed UPRR Ply Stadium

06 Pollution Legal Liability Select

Pollution Legal Liability Select Policy.pdf

07 Environmental Risk Management – Converse Consultant, August 23, 2000

01) Environmental Risk Management 08-23-2000.pdf
02) Risk-Based Evaluation 09-24-2002.pdf
03) Hydrocarbon Free Product Plumes Map.pdf
04) Soil Impact Map.pdf

08 Trenching Exercise – Converse Consultants.pdf, Sept 11, 2002

09 Terracon Phase I & Phase II Environmental Site Assessment.pdf – March 26, 2003 & April 2, 2003

Phaselexec.pdf
PhaseIIexec.pdf

10 Preliminary Geotechnical Studies – Converse Consultants.pdf, June 27, 2002

Northern Prelim. Geotech.pdf
Southern Prelim. Geotech.pdf

11 Groundwater Monitoring Reports

Abandoned Wells July 2004

-Abandoned Wells July 2004.pdf
-Completion of Well Plugging Abandonment Former Las Vegas Rail Yard.htm

01) 2nd Quarter 1991 Groundwater Report.pdf
02) 2nd Quarter 2001 Groundwater Report.pdf
03) 3rd Quarter 2001 Groundwater Report.pdf
04) 4th Quarter 2001Groundwater Report.pdf
05) 1st Quarter 2002 Groundwater Report.pdf
06) 2nd Quarter 2002 Groundwater Report.pdf
07) 1st Half 2002 Semi-annual Compliance Report.pdf

08) 3rd Quarter 2002 Groundwater Report.pdf
09) 4th Quarter 2002 Groundwater Report.pdf
10) 1st Half 2003 Groundwater Report.pdf
11) 1st Half 2003 Semi-annual Compliance Report.pdf
12) 2nd Half 2003 Groundwater Report.pdf
13) 2nd Half 2003 Semi-annual Compliance Report.pdf
14) 1st Half 2004 Groundwater Report.pdf
15) 1st Half 2004 Semi-annula Compliance Report.pdf
16) 2nd Half 2004 Groundwater Report.pdf
17) 2nd Half 2004 Semi-annual Compliance Report.pdf
18) 1st Half 2005 Groundwater Report.pdf
19) 1st Half 2005 Semi-annual Compliance Report.pdf
TABLE 2 Groundwater Analytical Data 06-16-2004.xls
UP letter Jan 7 2004.tif
Well Monitoring Modification Plan 05-06-2004.tif

12 Maps

01) Union Park Concentration.pdf
02) Union Park Contamination.pdf
03) Union Park remediation.pdf
04) Remediation Depth.jpg

EXHIBIT "F"
GRANT, BARGAIN, SALE DEED

(Form to be provided prior to execution of Agreement)

EXHIBIT "I"

To the Amended and Restated Agreement

to Design, Construct, and Lease a Performing Arts Center

	Budget Year	Soil & Water Treatment	Engineered Controls	TOTAL
Large Hall Phase	**FY07-08**	**$ 3,274,000**	**$ 2,329,000**	**$ 5,603,000**
Cabaret Phase	Future Phase[1]	$ 215,130	$ 758,000	$ 973,130
Small Hall Phase	Future Phase[1]	$ 1,717,820	$ 1,382,000	$ 3,099,820
Retail Phase	Future Phase[1]	$ 4,776,880	$ 1,851,000	$ 6,627,880
		$ 9,983,830	$ 6,070,000	$ 16,053,830

[1] *PAC agrees to submit an update to the cost estimates shown above as specified in Section 4.7 of the Agreement. Delineation of the costs for the Cabaret Phase, Small Hall Phase, and Retail Phase does not obligate City Parkway V, Inc., whether express or implied, to provide such funds.*

STEVEN L. ANDERSON
President

RECEIVED
SEP 29 2008
By

DONALD W. REYNOLDS FOUNDATION

September 23, 2008

Mr. Myron Martin, President
Las Vegas Performing Arts Center
241 West Charleston, Suite 11
Las Vegas, NV 89102

Dear Myron:

The letter will confirm the items we discussed with you and Don Snyder in our office on Thursday, September 18, 2008. Fred W. Smith and I represented the Foundation in that meeting. The purpose for the meeting was to discuss the Foundation requirements for the $100 million grant our board approved at its October 25, 2007 meeting toward the construction of the Smith Center for the Performing Arts.

The Las Vegas Performing Arts Center Foundation (LVPACF) has now decided not to build the Small Theater that was originally planned as part of the complex. Originally $60 million of the $100 million grant was to be used toward construction of the small theater and $40 million was allocated to the education building.

LVPACF has now determined that the area on the property originally occupied by the small theater would accommodate the construction of a building that could meet all of the needs of the Lied Children's Discovery Museum. It is believed that Lied will need approximately 60,000 square feet of space. It is also estimated that the construction cost to construct the building shell might be approximately $25 million.

Speaking on behalf of the Foundation, Mr. Smith agreed to the following changes in the requirements for the $100 million grant:

1. The original $100 million commitment remains intact.
2. The LVPACF must construct the two buildings in the Smith Center (the large hall and the education building) together in a single phase.
3. Seventy-five million dollars of the original commitment will be allocated toward the construction costs of the project.
4. Twenty-five million dollars of the original commitment will be allocated toward the design and construction of a building "shell" for the Lied Discovery Museum.

1701 VILLAGE CENTER CIRCLE • LAS VEGAS, NEVADA 89134-6303 • (702) 804-6000 • FAX (702) 804-6099
http://www.dwreynolds.org

A formal construction grant agreement will be executed for this grant as soon as LVPACF has reached agreement with Lied Children's Discovery Museum on the terms of construction of the building shell and after LVPACF receives a response from the Internal Revenue Service on their Unusual Grant Ruling Request.

This letter will supersede the requirements outlined in my letters dated November 1, 2007 and January 25, 2008.

Sincerely,

Steven L. Anderson
President

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
Name: Las Vegas Performing Arts Center Foundation	
Address 241 West Charleston Blvd., Suite 111, Las Vegas, NV 89102	
Telephone: 702-614-0109	
EIN or DUNS: EIN 88-0361875	

Block 2	Description
Subject Matter of Contract/Agreement: **The Smith Center for the Performing Arts**	
RFP #:	

Block 3	Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company **X** Corporation

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.	Don Snyder	241 West Charleston Blvd., #111 Las Vegas, NV 89102	702-614-0109
2.	Dr. Keith Boman	601 South Rancho, Suite D28 Las Vegas, NV 89106	702-383-0677
3.	Kim Sinatra	3131 Las Vegas Blvd., So Las Vegas, NV 89109	702-770-2112
4.	Charles Atwood	One Howard Hughes Drive, No 604N Las Vegas, NV 89169	(702) 804-5232
5.	Gary Jacobs	3600 Las Vegas Blvd. South Las Vegas, NV 89109	702-693-7129
6.	Scott MacTaggart	530 Las Vegas Blvd. South Las Vegas, NV 89101	702-385-3373
7.	Senator Richard Bryan	1700 Bank of America Plaza 300 South 4th Street Las Vegas, NV 89101	702-383-8916

8.	Alan Feldman	3260 South Industrial Building C Las Vegas, NV 89109	(702) 650-6947
9.	Robert Forbuss	2436 High Vista Circle Henderson, NV 89014	702-379-4400
10.	Nancy Houssels	2580 Sorrell Street Las Vegas, NV 89146	702-252-3270
11.	Richard Plaster	801 South Rancho Suite E-4 Las Vegas, NV 89106	702-671-6000
12.	Jacqulyn Shropshire	2877 Paradise Road, #1601 Las Vegas, NV 89109	702-838-4933
13.	Roger P. Thomas	680 Pilot Road, Suite 1 Las Vegas, NV 89119	702-770-5050
14.	Myron Martin	241 West Charleston Blvd. #111 Las Vegas, NV 89102	702-614-0109

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

Block 5	**Disclosure of Ownership and Principals - Alternate**

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Name: Myron Martin, President

April 3, 2009

Date: April 2, 2009

Subscribed and sworn to before me this 3 day of April

_____, 2009.

Notary Public

Notary Public - State of Nevada
County of Clark
HELLEN D. SMITH
My Appointment Expires
January 7, 2012
No: 92-0684-1

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: TED J. OLIVAS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Report and possible action by a representative from the Southern Nevada Health District regarding the outbreak of swine flu - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
On April 26, 2009, the federal government declared a public health emergency related to the outbreak of swine flu in Mexico and the cases reported in the United States. The declaration of a public health emergency will allow for resources to be provided for federal, state and local agencies to prevent and mitigate the swine flu disease. At the time of the writing of this agenda summary page, there are no known cases of swine flu in Nevada. However, City of Las Vegas staff members are taking precautionary and planning measures.

RECOMMENDATION:
Receive report and direct staff accordingly

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action to ratify retainer of Lewis and Roca and Daniel Polsenberg as outside counsel to represent the City in all matters stemming from litigation relating to the Las Vegas Taxpayer Accountability Committee; Las Vegas Redevelopment Reform Committee, et al., v. City Council of Las Vegas, et al., and Culinary Workers Union Local 226, et al v. City Council of Las Vegas, et al.

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: Not to exceed $150,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
None

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a Change of Ownership for a Tavern License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Vallone Becker Enterprises, LLC, John P. Vallone, Mgr, William E. Becker, Mgr, Leisure Investments, Inc., Mmbr, 100%, John P. Vallone, Dir, VP, William E. Becker, Dir, Pres, Michele M. La Count, Dir, Secy, and Kelly C. Preuss, Dir, Treas, To: Silver Saddle, Inc., dba Bogey's Bar & Grill, 7770 West Ann Road, Saeed Shakeri, Pres, Secy, Treas, Dir - Ward 6 (Ross)

Fiscal Impact

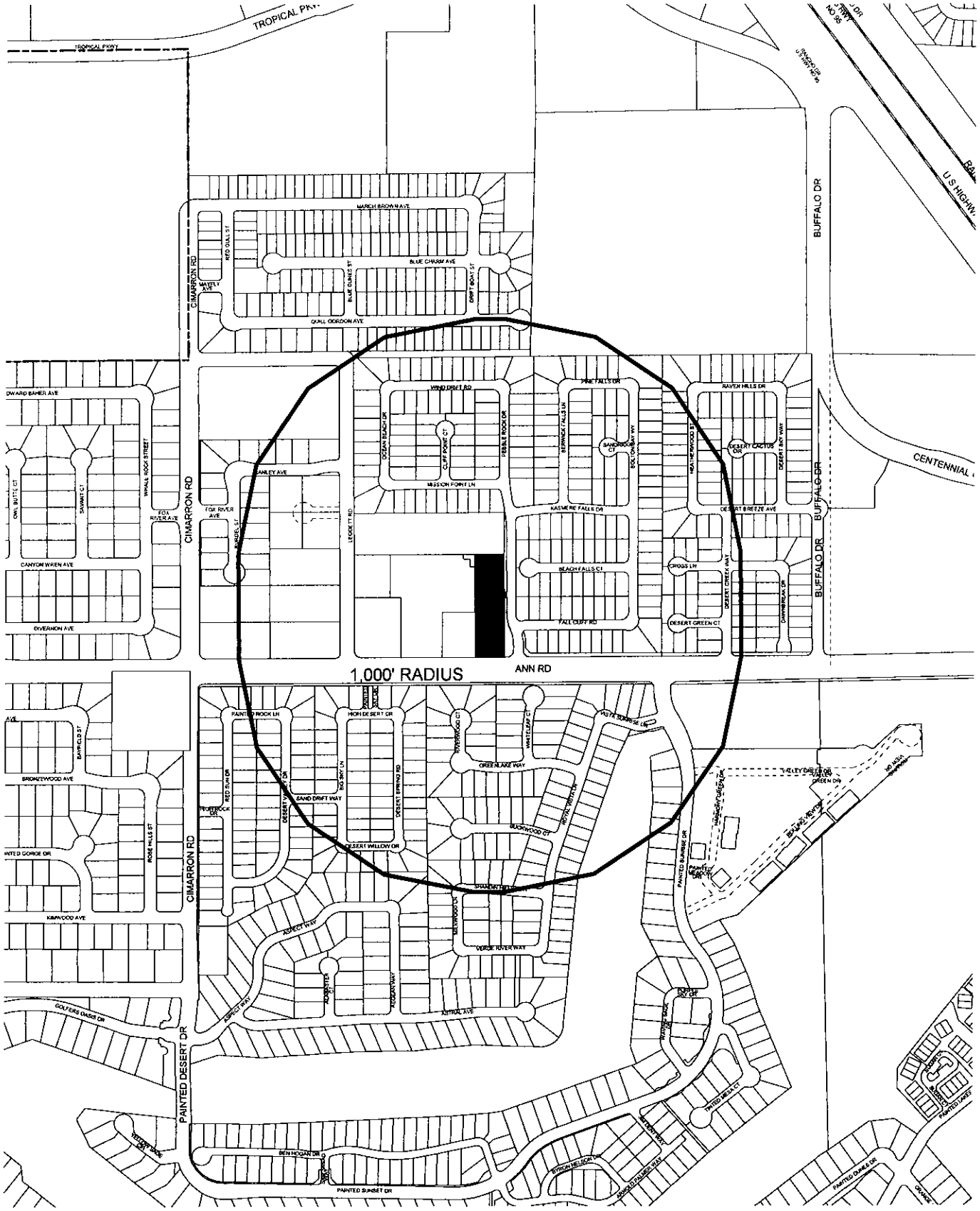
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a Change of Ownership for a Tavern License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes and Health Dept. regulations

BACKUP DOCUMENTATION:
Map

BOGEYS BAR & GRILL



City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Silver Saddle, Inc., dba Bogey's Bar & Grill, 7770 West Ann Road, Saeed Shakeri, Pres, Secy, Treas, Dir, Saeed Shakeri 2008 Gaming Trust, 100%, Saeed Shakeri, Trustee, 100% Shareholder - Ward 6 (Ross)

Fiscal Impact

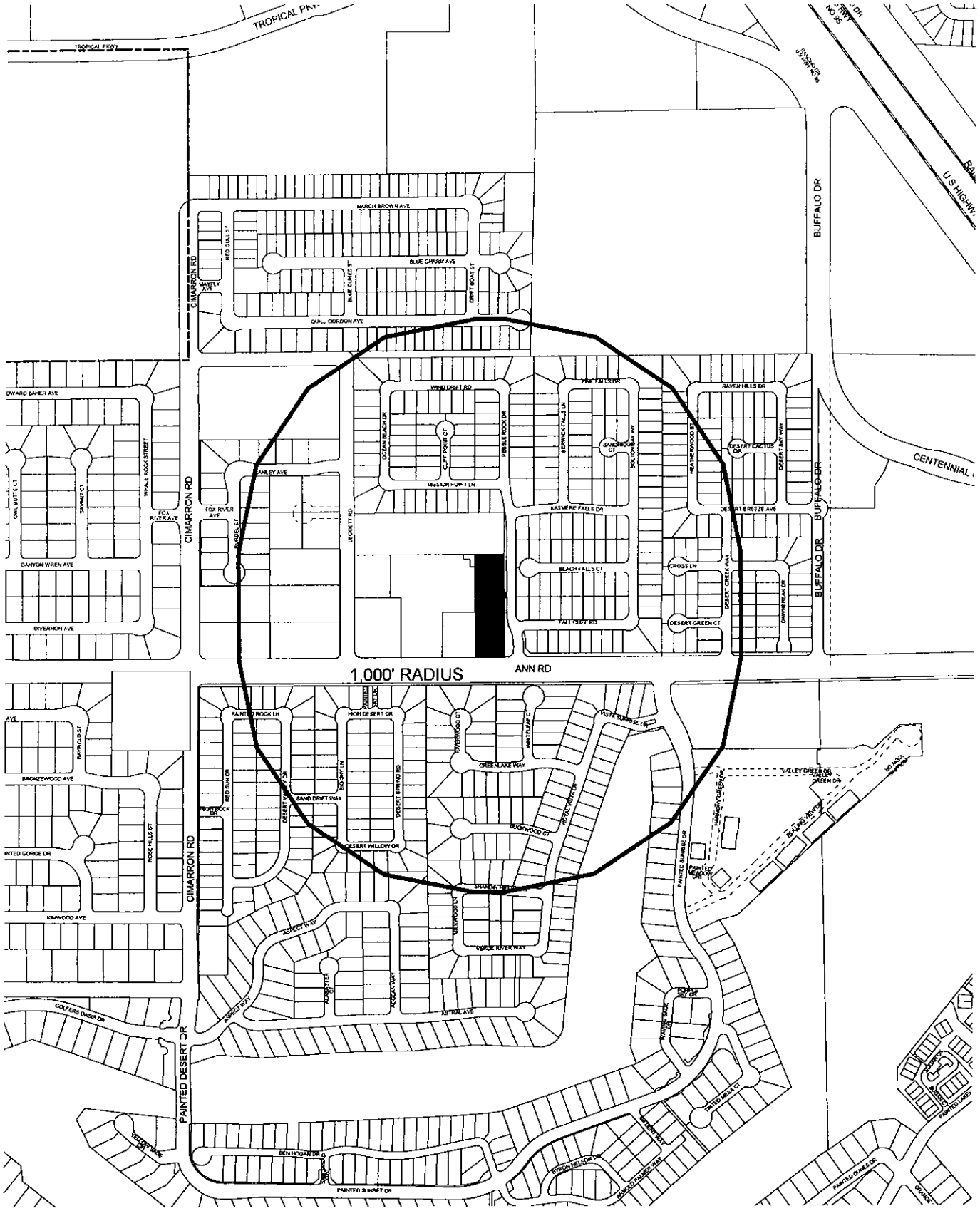
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 15 slots.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
Map

BOGEYS BAR & GRILL



City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes and Health Dept. regulations, Krazy Sushi, Inc., dba Krazy Sushi, 7160 North Decatur Boulevard, Suite 140, Doo Yong Jung, Pres, Dir, 50% and Ji Haeng Hur, Secy, Treas, 50% - Ward 6 (Ross)

Fiscal Impact

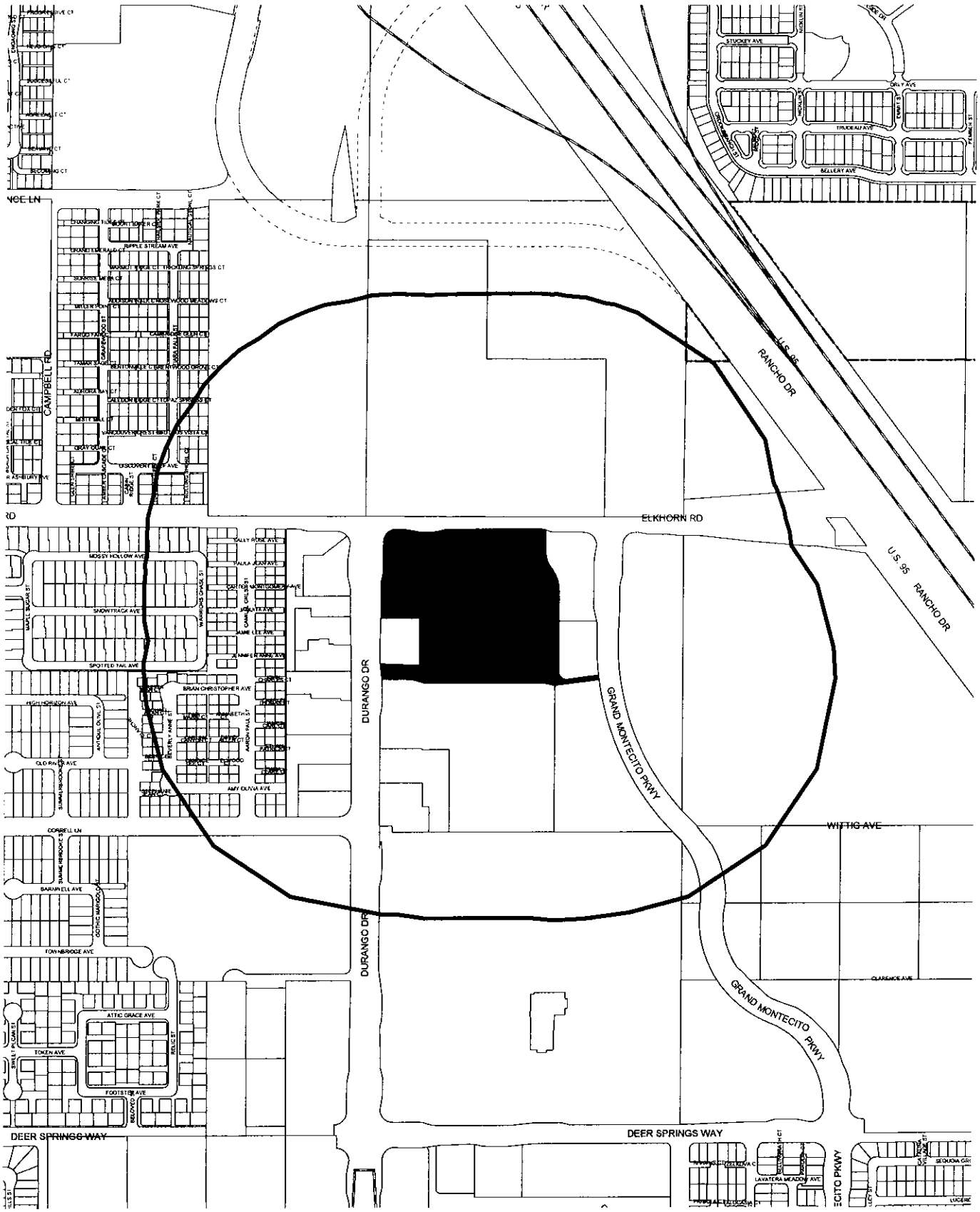
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
Map

KRAZY SUSHI


ELKHORN RD
CAMPBELL RD
DURANGO DR
GRAND MONTECITO PKWY
RANCHO DR
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City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a Change of Ownership for a Package License subject to the provisions of the planning and fire codes and Health Dept. regulations, From: Sam Sadek Yousif, Owner, 100%, To: Bidi Family Corp, dba Liquor Stop 1, 865 North Lamb Boulevard, Suite 2, Kalid Bidi, Pres, Dir, Raid Bidi, Secy, Dir, and Salwan Bidi, Treas, Dir - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a Change of Ownership for a Package License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, Bidi Family Corp, dba Liquor Stop 1, 865 North Lamb Boulevard, Suite 2, Kalid Bidi, Pres, Dir, Raid Bidi, Secy, Dir, and Salwan Bidi, Treas, Dir - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to confirmation of approval by the Nevada Gaming Commission.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the fire codes, LL & Q Base, LLC, dba Tokyo Sushi House, 10040 West Cheyenne Avenue, Suite 150, Yujun Wang, Mgr, 100% - Ward 4 (Steinman)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the fire codes.

BACKUP DOCUMENTATION:
Map

TOKYO SUSHI HOUSE



City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Change of Location for an Astrology License and a Psychic Arts and Science License subject to the provisions of the planning codes, Annie Phillips, dba Annie Phillips, From: 216 South 7th Street, Suite 13, To: 2801 South Valley View Boulevard, Suite 13, Annie Phillips, Owner, 100% - Ward 1 (Tarkanian) [NOTE: Item to be heard in the afternoon session in conjunction with Item 132 - SUP-33604]

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Change of Location for an Astrology License and a Psychic Arts and Science License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting and subject to the provisions of the planning codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a Change of Business Name and Change of Ownership for a Locksmith License, From: A B C Locksmiths, Inc., dba A B C Locksmiths, Inc., Rebecka L. Caster, Dir, Pres, Secy, Treas, 100%, To: NK Enterprises, Inc., dba A B C Locksmiths, 3981 West Sunset Road, Suite E, Nir Kaufman, Pres, Secy, Treas, Dir, 100% - County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a Change of Business Name and Change of Ownership for a Locksmith License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Locksmith License subject to the provisions of the planning and fire codes, Speedy Locksmith & Key, Inc., dba Able Lock & Key, 1913 East Charleston Boulevard, Sonia I. Osbourne, Pres, Secy, Treas, 100% - Ward 3 (Reese)

Fiscal Impact

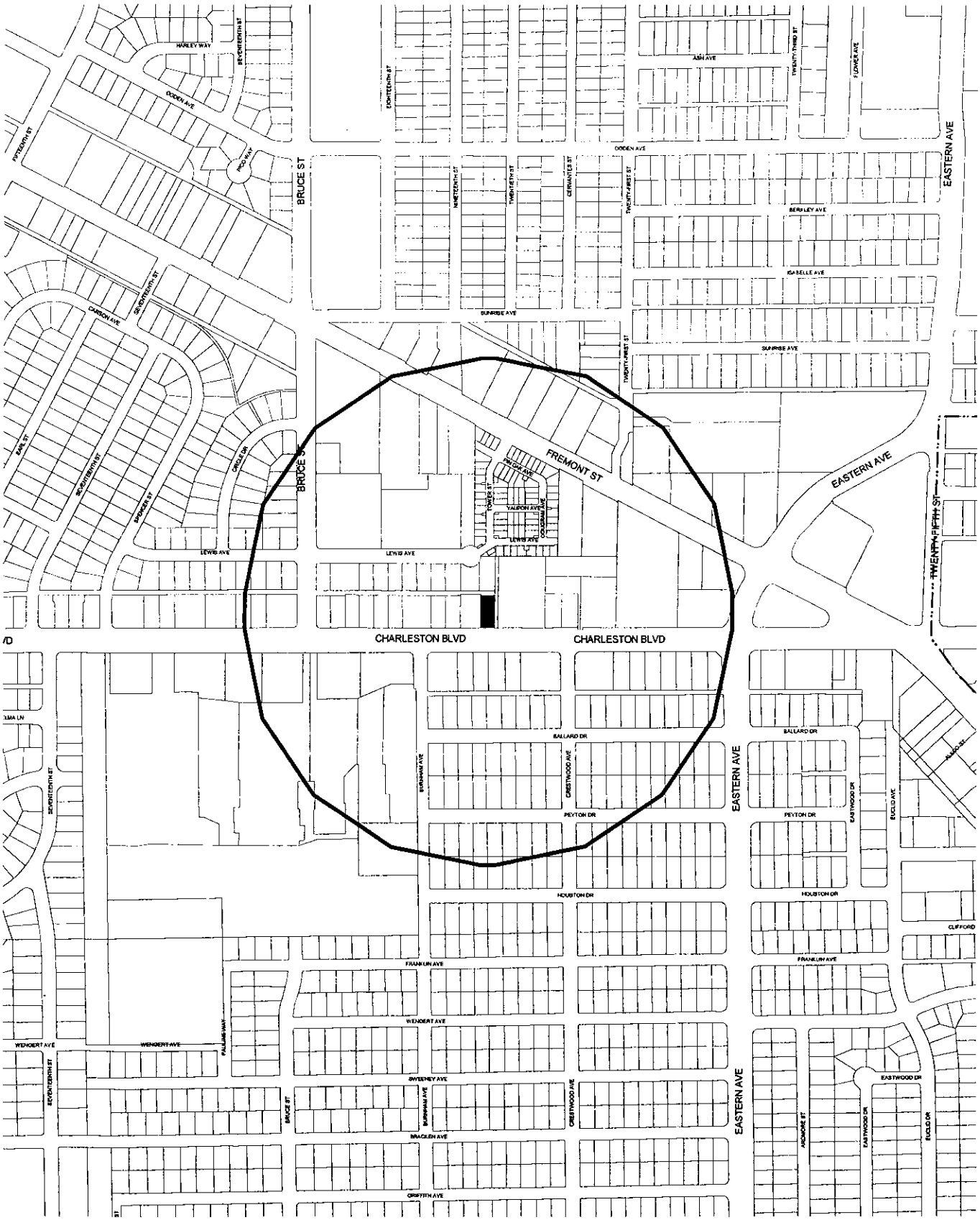
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Locksmith License

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
Map

ABLE LOCK & KEY



City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License subject to the provisions of the planning and fire codes, Bargain Hunters, LLC, dba Bargain Hunters, 1200 South Rainbow Boulevard, Stacy Luxenberg, Mgr, 100% - Ward 1 (Tarkanian) [NOTE: Item to be heard in the afternoon session in conjunction with Item 131 - SUP-33388]

Fiscal Impact

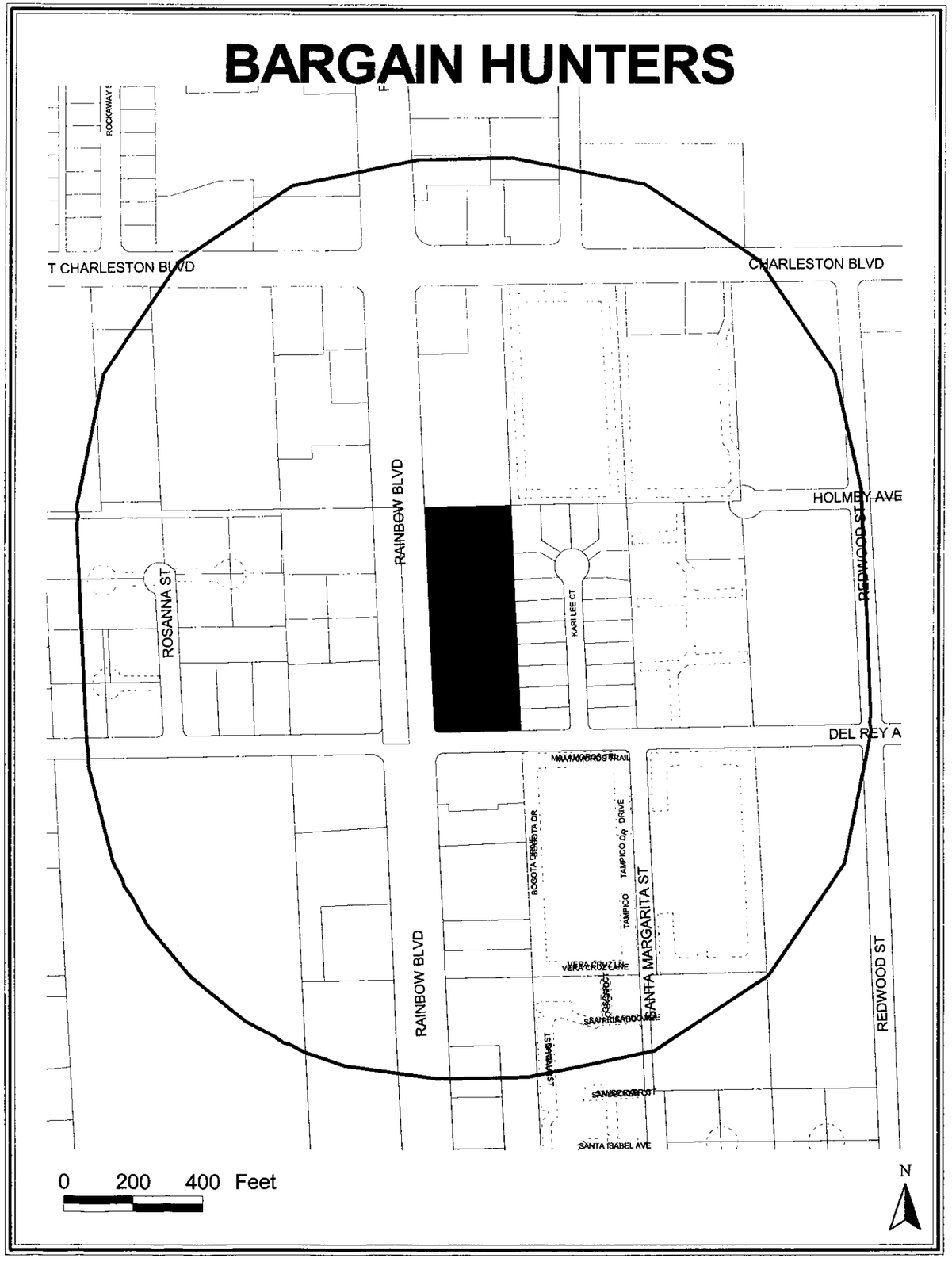
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of a new Class II Secondhand Dealer License.

RECOMMENDATION:
Recommend temporary approval with the authority of the Director or Designee to issue a permanent license upon receipt of a favorable investigative report or extend the temporary license if the investigation is not complete during the temporary period and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
Map

BARGAIN HUNTERS



City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action for rescission of City Council action taken on March 18, 2009 for a Change of Business Name and a Change of Ownership for a Tavern License and a Restricted Gaming License, From: Buffalo Investments, Inc., dba Roadrunner Saloon Buffalo, To: Golden RR Buffalo 1, LLC, dba Roadrunner Saloon, 921 North Buffalo Drive, Golden Tavern Group, LLC, 100%, Golden Gaming, Inc., 100%, Blake L. Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP, The Blake L. Sartini and Delise F. Sartini Family Trust, 100%, Delise F. Sartini, Trustee, Beneficiary and Blake L. Sartini, Trustee, Beneficiary - Ward 4 (Steinman)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action for rescission of City Council action taken on March 18, 2009 for a Change of Business Name and a Change of Ownership for a Tavern License and a Restricted Gaming License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action for rescission of City Council action taken on March 18, 2009 for a Change of Business Name and a Change of Ownership for a Tavern License and a Restricted Gaming License, From: True West Investments, Inc., dba Roadrunner Centennial, To: Golden RR Centennial 4, LLC, dba Roadrunner Saloon, 5990 Centennial Center Boulevard, Golden Tavern Group, LLC, 100%, Golden Gaming, Inc., 100%, Blake L. Sartini, Pres, CEO, Rod S. Atamian, EVP, Treas, Secy, Matthew Flandermeyer, CFO, VP, The Blake L. Sartini and Delise F. Sartini Family Trust, 100%, Delise F. Sartini, Trustee, Beneficiary and Blake L. Sartini, Trustee, Beneficiary - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action for rescission of City Council action taken on March 18, 2009 for a Change of Business Name and a Change of Ownership for a Tavern License and a Restricted Gaming License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Psychic Arts and Science License, Psychic Solutions, LLC, dba Psychic Solutions, 2925 West Sahara Avenue, Angie Marks, Managing Mmbr, 50% and Stephanie Marks, Managing Mmbr, 50% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Psychic Arts and Science License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding a Six Month Review of a Psychic Arts and Science License, Helen Adams, dba Tarot Card Readings, 4921 Alta Drive, Helen Adams, 100% - Ward 1 (Tarkanian)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Discussion and possible action regarding a Six Month Review of a Psychic Arts and Science License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: FINANCE AND BUSINESS SERVICES
DIRECTOR: CANDACE FALDER, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding award of Agreement No. 09-25557, Owner-CMAR (Construction Manager At Risk) Agreement, The Smith Center for the Performing Arts, located on Discovery Drive in Union Park and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: THE WHITING-TURNER CONTRACTING COMPANY ($245,980,000 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $245,980,000
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On January 16, 2008 City Council approved an agreement for Construction Manager at Risk preconstruction services for the Smith Center. This contract will provide for the construction of the building including the Large Hall and Education Center. The Whiting-Turner Contracting Company was chosen by a Request for Proposals process pursuant to NRS 338.

PCC: K. Rainey
POC: Paul Schmitt - (702) 650-0700

RECOMMENDATION:
That City Council approve Agreement No. 09-25557, Owner-CMAR Agreement, The Smith Center for the Performing Arts to The Whiting-Turner Contracting Company in the amount of $245,980,000 and approve the construction conflicts and contingency reserve of $11,707,000. Authority to execute the Agreement is given to the City Manager per R-48-2006.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the City of Las Vegas Substantial Amendment to the 2008 Action Plan for the Homeless Prevention and Rapid Re-housing Program (HPRP) that secures $2,105,118 as part of the American Recovery and Re-Investment Act (ARRA) of 2009 through the Department of Housing and Urban Development (HUD) – All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The American Recovery and Re-Investment Act of 2009 (ARRA) provided approximately $787 billion through various stimulus programs. The HPRP funding provided through ARRA is to prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized. In order to receive the $2,105,118 allocation through HPRP, the City of Las Vegas must submit a Substantial Amendment to the 2008 Action Plan to HUD by May 18, 2009. The Substantial Amendment provides the strategies and uses of the funding.

RECOMMENDATION:
Staff recommends approval of the Substantial Amendment to the 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) and authorizes the Director of Neighborhood Services to submit the plan to HUD and execute any and all related documents.

BACKUP DOCUMENTATION:
Substantial Amendment to the 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Substantial Amendment to the 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Grantees eligible to receive funds under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) are required to complete a substantial amendment to their Consolidated Plan 2008 Action Plan. This form sets forth the required format for this substantial amendment. A completed form is due to HUD within 60 days of the publication of the HUD HPRP notice.

To aid grantees in meeting this submission deadline, the HPRP Notice reduces the requirement for a 30-day public comment period to no less than 12 calendar days for this substantial amendment. With this exception, HPRP grantees are required to follow their Consolidated Plan's citizen participation process, including consultation with the Continuum of Care (CoC) in the appropriate jurisdiction(s). Grantees are also required to coordinate HPRP activities with the CoC's strategies for homeless prevention and ending homelessness. To maximize transparency, HUD strongly recommends that each grantee post its substantial amendment materials on the grantee's official website as the materials are developed.

A complete submission contains the following three documents:

1) A signed and dated SF-424,
2) A completed form HUD-40119 (this form), and
3) Signed and dated General Consolidated Plan and HPRP certifications.

For additional information regarding the HPRP program, visit the HUD Homelessness Resource Exchange (www.hudhre.info). This site will be regularly updated to include HPRP resources developed by HUD and its technical assistance providers.

The information collection requirements contained in this application have been submitted to the Office of Management and Budget (OMB) for review under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520). This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Information is submitted in accordance with the regulatory authority contained in each program rule. The information will be used to rate applications, determine eligibility, and establish grant amounts.

Public reporting burden for this collection of information is estimated to be 16 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. To the extent that any information collected is of a confidential nature, there will be compliance with Privacy Act requirements. However, the substantial amendment to the Consolidated Plan 2008 Action Plan does not request the submission of such information.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Substantial Amendment to the 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

A. General Information

Grantee Name	City of Las Vegas
Name of Entity or Department Administering Funds	Neighborhood Services Department
HPRP Contact Person (person to answer questions about this amendment and HPRP)	Tim Whitright
Title	Neighborhood Development Manager
Address Line 1	Neighborhood Services, 2nd Floor
Address Line 2	400 Stewart Avenue
City, State, Zip Code	Las Vegas, NV 89101
Telephone	702-229-6850
Fax	702-382-3045
Email Address	twhitright@lasvegasnevada.gov
Authorized Official (if different from Contact Person)	Stephen K. Harsin
Title	Neighborhood Services Director
Address Line 1	Neighborhood Services, 2nd Floor
Address Line 2	400 Stewart Avenue
City, State, Zip Code	Las Vegas, NV 89101
Telephone	702-229-4960
Fax	702-382-3045
Email Address	sharsin@lasvegasnevada.gov
Web Address where this Form is Posted	www.lasvegasnevada.gov

Amount Grantee is Eligible to Receive*	**$2,105,118.00**
Amount Grantee is Requesting	**$2,105,118.00**

*Amounts are available at http://www.hud.gov/recovery/homelesspreventrecov.xls

B. Citizen Participation and Public Comment

1. Briefly describe how the grantee followed its citizen participation plan regarding this proposed substantial amendment (limit 250 words).

   Response: (178 words)

   The city of Las Vegas placed a notification advertisement in local newspapers that the proposed substantial amendment was available to the public for comment and review. The City utilized a variety of local newspapers, including the Las Vegas Review-Journal, Las Vegas Sun, El Mundo, and the Las Vegas Sentinel-Voice. Additionally, the City of Las Vegas made the proposed substantial amendment available for public review on the City's website at www.lasvegasnevada.gov. The notification provided a brief summary of the proposed substantial amendment and its availability for review in print form at the Neighborhood Services Department, 400 Stewart Avenue, 2nd Floor, Las Vegas, NV 89101. The document was made available twelve days for public comment and review.

   Citizen comments received in writing or verbally received were reviewed by City staff to determine if any action is required. If it was determined a response was required, the City provided one to the citizen. A summary of all comments and responses received during the public comment period and any action taken is included in the final proposed substantial amendment submitted to HUD.

2. Provide the appropriate response regarding this substantial amendment by checking one of the following options:

   ☐ Grantee did not receive public comments.

   ☐ Grantee received and accepted all public comments.

   ☐ Grantee received public comments and did not accept one or more of the comments.

3. Provide a summary of the public comments regarding this substantial amendment. Include a summary of any comments or views not accepted and the reasons for non-acceptance.

   Response:

C. Distribution and Administration of Funds

Reminder: The HPRP grant will be made by means of a grant agreement executed by HUD and the grantee. The three-year deadline to expend funds begins when HUD signs the grant agreement. Grantees should ensure that sufficient planning is in place to begin to expend funds shortly after grant agreement.

Substantial Amendment to the 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP)

1. Check the process(es) that the grantee plans to use to select subgrantees. Note that a subgrantee is defined as the organization to which the grantee provides HPRP funds.

☐ Competitive Process

☐ Formula Allocation

☒ Other (Specify: City will enter into Memorandums of Understanding with several entities to assist in administrating different aspects of the project as indicated below.)

2. Briefly describe the process(es) indicated in question 1 above (limit 250 words).

Response: (227 words)

An intervention action plan has been developed to address the immediate needs of homeless individuals/families encamped in an area identified as Foremaster and Main Street as well as other encampment locations within the boundaries of the city of Las Vegas city. The intervention action plan will be implemented in order to provide individuals/families with coordinated and direct access to housing and wraparound services. This intervention action plan consists of three service team components: Relocation, Legal/Medical/Enforcement and Ancillary Services.

Relocation Team: Consists of an outreach team and the service provider network team.

- *Outreach Team* – responsible for identifying, assessing, screening and registering individuals and families for services provided through the services provider network team.
- *Service Provider Network Team* – responsible for providing direct services e.g., housing, case management, mental and substance abuse services, identification cards, food stamps and medical benefits, and the like to pre-assessed individuals/families.

Legal/Medical/Enforcement Team: Utilize health and medical personnel, law enforcement and court officials to identify and when possible, alleviate barriers, e.g., health and legal issues possibly preventing an individual/family from obtaining/maintaining long-term housing.

Ancillary Services Team: Responsible for securing and providing daily living provisions such as furniture, household, toiletry and clothing items following placement of an individual or family into long-term housing.

The city of Las Vegas Neighborhood Initiatives Division has trained human services providers who will take the lead in identifying and securing provider networks and outreach providers and affordable housing opportunities through a Request for Proposal (RFP) process.

3. Briefly describe the process the grantee plans to use, once HUD signs the grant agreement, to allocate funds available to subgrantees by September 30, 2009, as required by the HPRP Notice (limit 250 words).

   Response: (200 words)

The following schedule outlines how funding will be allocated by September 30, 2009:

Month of May 2009

- ❒ Establish planning team, corridor task force and meeting schedules
- ❒ Develop specific goals, objectives and activities
- ❒ Conduct a preliminary survey to identify the demographics to ensure all service needs are pre-identified
- ❒ Identify affordable housing needs and services required for the overall process
- ❒ Begin writing RFPs to secure the identified services and housing providers (Note: Case managers should have drug/mental health credentials and/or experience serving individuals with co-occurring disorders or have other specialized needs and. Case management needs to extend beyond basic referral services.
- ❒ Continue to identify and secure affordable housing opportunities (ongoing-work with regional partners to establish)

Month of June 2009

- ❒ Release the RFPs and notify the public of their availability
- ❒ Begin preparing the boilerplate Memorandums Of Understanding (MOUs) to utilize once the successful respondents to the RFP are selected
- ❒ Send the boilerplate MOUs to the City Attorney's office for approval
- ❒ Provide Technical Assistance training to prospective RFP applicants to ensure a full understanding of the program requirements
- ❒ Close out RFP process and select successful respondents utilizing a team of city staff members
- ❒ Place the approved respondents on the next available City Council meeting for approval

Month of July 2009

- ❒ Execute approved MOUs with successful RFP respondents
- ❒ Secure staging area for intervention personnel

It is the intent of the city of Las Vegas to allocate 2.5% of the 5% Administration funding from the grant to the successful respondents to administer their funded programs.

4. Describe the grantee's plan for ensuring the effective and timely use of HPRP grant funds on eligible activities, as outlined in the HPRP Notice. Include a description of how the grantee plans to oversee and monitor the administration and use of its own HPRP funds, as well as those used by its subgrantees (limit 500 words).

   Response: (451 words)

   Subsequent to execution of the MOUs, sessions will be scheduled with the successful respondents to ensure a cohesive and well-managed approach toward the implementation of the program. Immediately following these sessions, the process of intervention activities will begin. Starting with the Relocation Team (RT), homeless families and individuals living on the streets will undergo intensive case management to evaluate their present circumstances. The Outreach Team (OT) will begin identifying, assessing, screening and registering individuals and families in the identified area, including income qualifications (clients must be 50% or below Area Median Income), education and experience, and potential barriers to success in the program. Following determination of eligibility for the program, the Service Provider Network Team (SPNT) will begin providing direct services from available resources such as housing (transition or tenant based rental assistance), food stamps, identification cards, and transportation (funding provided from other funding sources).

   At this point, the Legal/Medical/Enforcement Team (LMET) will begin working with the client(s) to assess health and legal impediments preventing the client(s) from obtaining employment and long-term housing and will recommend a comprehensive plan of action to reduce or eliminate these obstacles.

   Once a holistic client management plan has been determined and agreed to by the client(s), they will be assigned to a single case manager who will oversee the implementation of the plan and monitor its success. When the case manager determines the client is ready for long-term housing, the recommendation will be submitted to the Team Committee for review, and if approved, the client(s) will be assisted in obtaining long-term housing. At this point, the client(s) will be assigned to the Ancillary Services Team (AST) that secures and provides daily living provisions such as furniture, household, toiletries and clothing items once an individual or family is placed into long-term housing.

   The Team Committee consisting of members from all three teams (RT, LMET, and AST) and members of the city of Las Vegas Neighborhood Initiatives staff will

meet monthly to review all open cases, the client(s) progress, case manager recommendations, and if other courses of action are required. The Team Committee will also be responsible for monitoring the program to ensure all requirements are being met and maintained by its various partners.

All MOUs will require the entities to submit monthly invoicing for services provided as well as the demographic information required by the funding source. Following invoice review for appropriate charges by city staff, their supervisor and manager, the invoice is submitted to finance for payment. Once payment is made, the staff person who requests the drawdown for reimbursement for the city from Integrated Disbursement and Information System (IDIS) will be a different person in a different department from the person actually performing the drawdown.

D. Collaboration

1. Briefly describe how the grantee plans to collaborate with the local agencies that can serve similar target populations, which received funds under the American Recovery and Reinvestment Act of 2009 from other Federal agencies, including the U.S. Departments of Education, Health and Human Services, Homeland Security, and Labor (limit 250 words).

   Response: (118 words)

   The project will entail collaboration with a number of agencies comprising the identified teams:

   Relocation Team

   Outreach Team: Regional Homeless Outreach Team, CLV Caseworkers, Volunteers, Crisis Intervention Professionals

   Service Provider Network Team: Clark County Social Service, Southern Nevada Mental Health, Public Guardian, Substance Abuse Treatment, Housing Providers, Nevada State Welfare, Department of Motor Vehicles, Social Security Administration, Shelter Providers, Veterans Services, Public Utilities, Local Workforce Investment Board, Clark County School District

   Legal/Medical/Enforcement Team

   Municipal Court, Nevada Legal Services, Southern Nevada Health District, Downtown Outreach Medical Clinic, Las Vegas Metropolitan Police Department, Rapid Response Team, City Marshals

   Ancillary Services Team

Citizens Area Transit (transportation), Clothing and furniture providers, food banks and donated groceries from area grocery stores

2. Briefly describe how the grantee plans to collaborate with appropriate Continuum(s) of Care and mainstream resources regarding HPRP activities (limit 250 words).

   Response: (197 words)

   The city of Las Vegas is actively engaged with the Southern Nevada Continuum of Care (SNCoC) through membership in that entity. Moreover, the Southern Nevada Regional Planning Coalition, formerly chaired by the Mayor of the city of Las Vegas who continues as an active member, acts as the decision-making group over the SNCoC. In addition, city of Las Vegas Councilwoman Tarkanian is a member of the SnCoC. The SNCoC consists of workgroups, committees and subcommittees encompassing workforce housing, advocacy building, education and job training, the local HMIS system, client assistance, federal entitlement grant coordination, homeless youth issues and regional Requests for Proposals. Because of the participation the city enjoys with the SNCoC, it anticipates that many of its various components will be vested in the project. More specifically, the city anticipates direct involvement with the following SNCoC members:

   Clark County Social Service, the Las Vegas Metropolitan Police Department, City Marshals, Southern Nevada Workforce Investment Board, Veterans Administration, Clark County School District, local businesses and community advocates

   Furthermore, the city of Las Vegas intends to partner through MOUs with many of the SNCoC mainstream service providers through an RFP process which will be widely advertised in the community.

3. Briefly describe how HPRP grant funds for financial assistance and housing relocation/stabilization services will be used in a manner that is consistent with the grantee's Consolidated Plan (limit 250 words).

   Response: (140 words)

   The activities to be undertaken with the Homelessness Prevention and Repaid Re-Housing Program funds are consistent with the city of Las Vegas consolidated plan as specifically addressed in the Homeless Needs and the Priority Homeless Needs under the Homeless section of the plan, pages 56 through 66. Additionally, these

activities directly tie to the city of Las Vegas 10-Year Plan incorporated in the consolidated plan. Specifically, it addresses:

- ❒ Reducing the number of households entering the cycle of homelessness
- ❒ Providing higher levels of service and customer satisfaction for clients
- ❒ Increasing the rate of permanent housing placement for homeless clients
- ❒ Eliminating duplication of services
- ❒ Providing greater partnership capacity with other local organizations
- ❒ Increasing employability, job readiness, and job placement, and retention for at-risk and former homeless
- ❒ Reducing the number of homeless crisis situations

E. Estimated Budget Summary

HUD requires the grantee to complete the following table so that participants in the citizen participation process may see the grantee's preliminary estimated amounts for various HPRP activities. Enter the estimated budget amounts for each activity in the appropriate column and row. The grantee will be required to report actual amounts in subsequent reporting.

HPRP Estimated Budget Summary			
	Homelessness Prevention	**Rapid Re-housing**	**Total Amount Budgeted**
Financial Assistance[1]	$230,000.00	$ 900,000.00	$1,130,000.00
Housing Relocation and Stabilization Services[2]	$	$ 714,862.10	$ 714,862.10
Subtotal (add previous two rows)	**$230,000.00**	**$1,614,862.10**	**$1,844,862.10**

Data Collection and Evaluation[3]	$ 150,000.00
Administration (up to 5% of allocation)	$ 110,255.90
Total HPRP Amount Budgeted[4]	**$2,105,118.00**

[1]Financial assistance includes the following activities as detailed in the HPRP Notice: short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel or hotel vouchers.

[2]Housing relocation and stabilization services include the following activities as detailed in the HPRP Notice: case management, outreach, housing search and placement, legal services, mediation, and credit repair.

[3]Data collection and evaluation includes costs associated with operating HUD-approved homeless management information systems for purposes of collecting unduplicated counts of homeless persons and analyzing patterns of use of HPRP funds.

[4]This amount must match the amount entered in the cell on the table in Section A titled "Amount Grantee is Requesting."

F. Authorized Signature

By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

_____ _____

Signature/Authorized Official Date

Neighborhood Services Director_____

Title

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on a request to install speed humps on 20th Street between Bonanza Road and Harris Avenue ($7,800 - Neighborhood Traffic Management Program) - Ward 3 (Reese)

Fiscal Impact

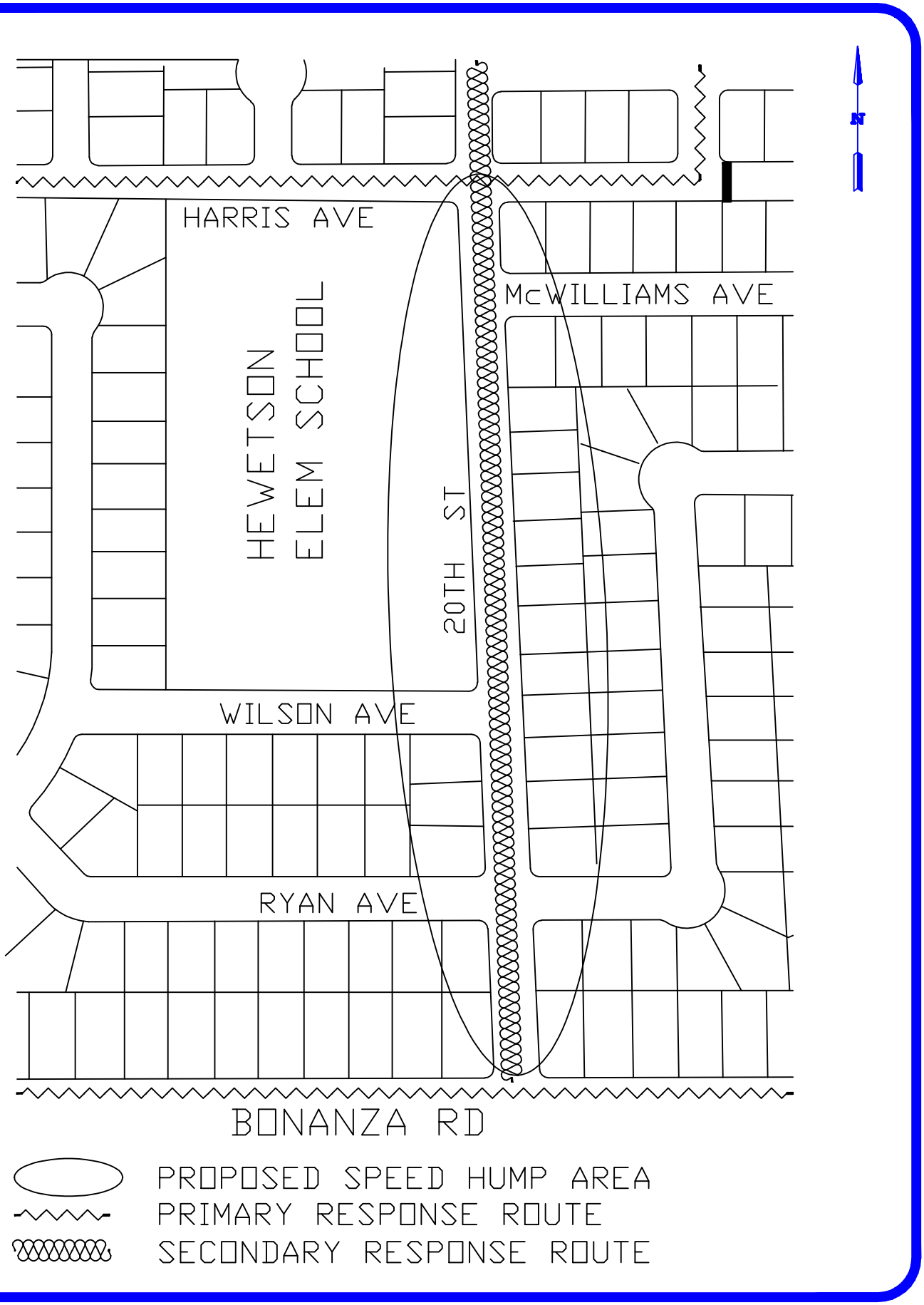
☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**

Amount: $7,800
Funding Source: Neighborhood Traffic Management Program
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The City of Las Vegas received a request for speed humps on 20th Street between Bonanza Road and Harris Avenue. Studies conducted on 20th Street showed that the 85th percentile speed was 30 mph and the volume of traffic was 894 vehicles per day. The street accumulated 39 points; a total of 40 points is needed to meet the criteria for speed humps. It is a secondary emergency response route.

RECOMMENDATION:
Staff: Denial

BACKUP DOCUMENTATION:
Map


HARRIS AVE
McWILLIAMS AVE
HEWETSON ELEM SCHOOL
20TH ST
WILSON AVE
RYAN AVE
BONANZA RD
N
PROPOSED SPEED HUMP AREA
PRIMARY RESPONSE ROUTE
SECONDARY RESPONSE ROUTE

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-30-2009 - Public Hearing, discussion and possible action regarding a Resolution making written findings, approving the use of monies, providing notice and materials to the Commission on Tourism and Governor of Nevada and making conclusive determinations, all relative to a Tourism Improvement District (TID) for parcels at Fourth Street and Stewart Avenue (APNs 139-34-501-004, -007 to -008, 139-27-899-042 and 139-34-599-009) - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Pursuant to NRS 271A, prior to the consideration of an ordinance creating a TID, Council must hold a public hearing to consider comments from the Clark County School Board and Clark County Board of County Commissioners before adopting a resolution making certain written findings and conclusive determinations, as well as provide notice and materials to the Commission on Tourism and the Governor of Nevada.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-30-2009
2. Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements prepared by Applied Analysis dated November 30, 2008 (Amended February 27, 2009)
3. Letter from CIM/LL Manager, LLC, dated January 16, 2009
4. Memorandum from Keyser Marston Associates dated January 27, 2009
5. City Memorandum from Office of Business Development to City Manager's Office dated January 22, 2009
6. Comments from Clark County Board of County Commissioners dated April 8, 2009
7. Comments from Clark County School Board dated April 24, 2009
8. Written Comments from City of Las Vegas to Clark County School Board dated April 23, 2009
9. Site Map

RESOLUTION NO. R-30-2009

A RESOLUTION AND PUBLIC HEARING MAKING CERTAIN WRITTEN FINDINGS AND DETERMINATIONS PURSUANT TO NRS 271A.080(2), (3) AND (6) AND NRS 360.855(3) RELATING TO A PROPOSED TOURISM IMPROVEMENT DISTRICT IN THE CITY OF LAS VEGAS AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City Council (the "City Council") of the City of Las Vegas, Nevada (the "City"), in the State of Nevada (the "State") desires to consider adopting an ordinance pursuant to NRS 271A.070 creating a Tourism Improvement District (the "TID" or "District") as further described herein; and

WHEREAS, under Nevada Revised Statutes Chapter 271A (the "Tourism Act"), the City has the power if certain conditions are satisfied to create a tourism improvement district (the "District") for the development of property within the jurisdiction of the City; and

WHEREAS, the City Council desires to proceed with the steps necessary for the creation of the district (the "District") described in the resolution adopted by the Council on February 4, 2009 calling a hearing on the District to be held on May 6, 2009 to consider making certain findings and determinations; and

WHEREAS, there has been filed with the City Clerk:

(i) A report entitled "*Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements*" prepared by Applied Analysis, dated November 30, 2008, as amended on February 27, 2009 (the "Report") which is a report of an independent consultant addressing the fiscal effect of the project proposed for the District and the financing thereof under Chapter 271A of NRS on the provision of local governmental (the "Fiscal Effect") as required in Subsection 3 of NRS 271A.080;

(ii) A letter from CIM/LL Manager, LLC (the "Developer") dated January 16, 2009 relating to the Developer's ability and desire to proceed with certain projects, including retail projects in the District;

(iii) A memorandum from Keyser Marston Associates dated January 27, 2009 concerning the Developer's financial ability to proceed with the projects described in (ii) above;

(iv) A memorandum from the City's Office of Business Development, dated January 22, 2009 concerning certain real estate matters relating to the District and a Disposition and Development Agreement between the City and the Developer dated July 2, 2008; and

(v) A presentation made to the Council at its February 4, 2009 meeting about the District;

(the "Filed Information"); and

WHEREAS, the Council desires to construct a project (the "Project") to be located in the District as further described in the Report; and

WHEREAS, pursuant to the Tourism Act, the City desires to finance a portion of the Project through the issuance of bonds or an agreement or both pursuant to the Tourism Act which shall be repaid through the pledge of a portion of the sales and use taxes collected in the District pursuant to the Tourism Act; and

WHEREAS, the Tourism Act requires, among other things, that before the District may be created, the City Council shall make a written finding at a public hearing, based upon reports from independent consultants, as to whether the Project and the financing thereof will have a positive fiscal effect on the provision of local governmental services (the "Fiscal Effect Finding"), after considering the factors described in NRS 271A.080(3); and

WHEREAS, pursuant to the Tourism Act, at least 45 days before making the Fiscal Effect Finding, the Council must have provided and has provided, to the Board of Trustees of the Clark County School District (the "School Board") and the Board of County Commissioners of Clark County (the "County BCC"), written notice of the time and place of the meeting at which the Council will consider making the Fiscal Effect Finding and the Filed Information which

consists of each analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the Filed Information, among other things, addresses the fiscal effect on the provision of local governmental services and the estimated amount and source of sales and use taxes generated in the District; and

WHEREAS, the City desires:

(i) to approve and authorize and

(ii) to seek approval of

the use of money received pursuant to subsection 1 of NRS 360.855 that is not needed to make payments due during a fiscal year of the principal of, interest on, and other payments or security-related costs with respect to, any bonds or notes issued pursuant to NRS 271A.120 and payments due during that fiscal year under any agreements made pursuant to NRS 271A.120 for the purpose of prepaying, defeasing or otherwise retiring all or a portion of any bonds or notes issued pursuant to NRS 271A.120 or of prepaying amounts due under any agreements entered into pursuant to NRS 271A.120, or any combination thereof, with respect to the TID; and

WHEREAS, the City has provided at least 15 days' notice of a public hearing held on the date hereof by publication pursuant to the Tourism Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AS FOLLOWS:

Section 1. Written Findings Pursuant to NRS 271A.080(2) and (3).

The Council has provided the materials and notices required by NRS 271A.080(4) and (5) to the School Board and the County BCC. The School Board and the County Board conducted public hearings and the School Board and the County BCC have provided comments to the Council. The Council has considered the comments provided by the School Board and the County BCC in making the written Fiscal Effect Finding set forth below. Pursuant to NRS 271A.080(2) and (3) as part of the process of establishing the proposed District, the Council must make a written finding at a public hearing, based upon the Filed Information as to whether the proposed Project and the financing thereof pursuant to the Tourism Act will have a positive fiscal effect on the provision of local governmental services and that the Project will benefit the proposed District. For purposes of NRS 271A.080(2) and (3), at a public hearing on the date hereof, the Council hereby finds and determines that based upon the Filed Information and after considering the factors listed in NRS 271A.080(3)(a) through (d), inclusive, and all written and oral information presented at the public hearing held on this date: (i) The Project will have a positive fiscal effect on the provision of local governmental services and (ii) The Project will benefit the District.

Section 2. Written Finding Pursuant to NRS 271A.080(6).

For purposes of NRS 271A.080(6), at a public hearing on the date hereof, based upon the Filed Information, and all written and oral information presented at the public hearing held on this date the Council hereby finds and determines that: (a) As a result of the Project (1) retailers will locate their businesses as such in the District; and (2) there will be a substantial increase in the proceeds from sales and use taxes remitted by retailers with regard to tangible personal property sold at retail, or stored, used or otherwise consumed in the District; and (b) A preponderance of that increase in the proceeds from the sales and use taxes will be attributable to transactions with tourists who are not residents of the State of Nevada.

Section 3. Approval of Use of Monies Under NRS 360.855(3).

Pursuant to NRS 360.855(3) the City Council hereby approves and authorizes the use of money received pursuant to subsection 1 of NRS 360.855 that is not needed to make payments due during a fiscal year of the principal of, interest on, and other payments or security-related costs with respect to, any bonds or notes issued pursuant to NRS 271A.120 and payments due during that fiscal year under any agreements made pursuant to NRS 271A.120 for the purpose of prepaying, defeasing or otherwise retiring all or a portion of any bonds or notes issued pursuant to NRS 271A.120 or of prepaying amounts due under any agreements entered into pursuant to NRS 271A.120, or any combination thereof, with respect to the TID.

Section 4. Providing Notice and Materials to the Commission on Tourism and the Governor of Nevada. City staff is hereby authorized and directed to provide notice and materials required by NRS 271A.080(7) and (8) and NRS 360.855(3) to the Commission on Tourism and the Governor of Nevada necessary to effectuate the provisions of this resolution.

Section 5. Conclusive Determinations. Pursuant to NRS 271A.090, the determinations and written findings made by the Council in this Resolution are conclusive in the absence of fraud or gross abuse of discretion.

Section 6. Effective Date. This resolution shall be effective upon passage.

Section 7. Repealer and General Provisions. Any resolution which conflicts with this resolution is hereby repealed. The officers of the City are hereby authorized and directed to take all action necessary to effectuate the provisions of this resolution. The provisions of this resolution shall be liberally construed to effectively carry out its purposes. In the event that any provision in this resolution is deemed void, invalid or unenforceable by a court of competent jurisdiction, then such offending provision shall be severed from this resolution and all the remaining provisions (including the repealer provision) shall remain in full force and effect.

PASSED, ADOPTED AND APPROVED this May 6, 2009.

(SEAL)

_____

Oscar B. Goodman, Mayor

Attest:

_____

Beverly K. Bridges, CMC, City Clerk

Approved as to form:

J Pandelli 4/24/09

Date

STATE OF NEVADA)

)

CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, am the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "Council") at a meeting held on May 6, 2009.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Mayor:	Oscar Goodman
Council members:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	David W. Steinman

Those Voting Nay: _____

_____

Those Absent: _____

_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested

notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on May 6, 2009 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 6, 2009.

(SEAL)

_____

City Clerk

EXHIBIT "A"

(Attach Copy of Notice of Meeting)

EXHIBIT "B"

(Attach Minutes of Public Hearing on May 6, 2009 Meeting)

EXHIBIT "C"

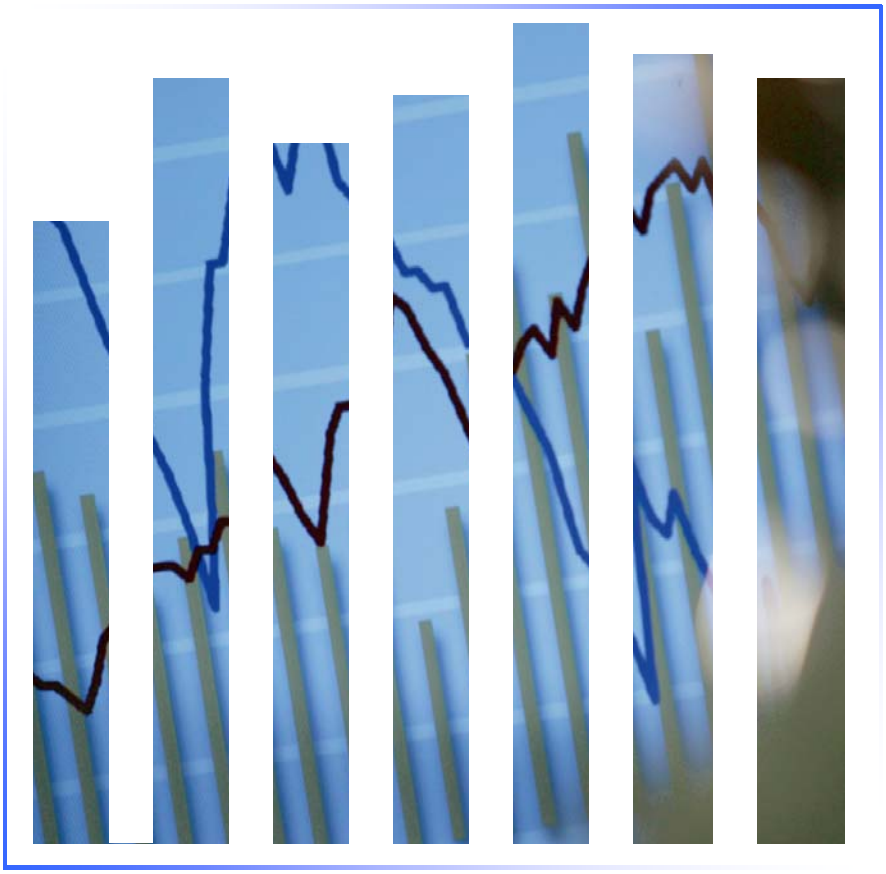
(Attach Copy of Comments from School Board)

EXHIBIT "D"

(Attach Copy of Comments from County BCC)

PROPOSED TOURISM IMPROVEMENT DISTRICT

AN ANALYSIS OF SELECTED REGULATORY REQUIREMENTS



Prepared for:

Prepared by:

APPLIED ANALYSIS

NOVEMBER 30, 2008

(AMENDED FEBRUARY 27, 2009)

APPLIED ANALYSIS

10100 W. Charleston Blvd.
Suite 200
Las Vegas, Nevada 89135

t: 702.967.3333
f: 702.314.1439

www.appliedanalysis.com

November 30, 2008

City Council
City of Las Vegas
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, Nevada 89101

Board of County Commissioners
Clark County
500 Grand Central Parkway
Las Vegas, Nevada 89106

Board of Trustees
Clark County School District
5100 West Sahara Avenue
Las Vegas, Nevada 89146

RE: Proposed Tourism Improvement District

Ladies and Gentlemen:

Applied Analysis ("AA") is pleased to present this executive summary report, *Proposed Tourism Improvement District: An Analysis of Selected Regulatory Requirements*, to the City of Las Vegas (the "City"), Clark County and Clark County School District. The City is in the process of working with CIM Group (the "Company") to create a tourism improvement district pursuant to Nevada Revised Statute (NRS) Chapter 271A – Tourism Improvements. The proposed tourism improvement district is comprised of approximately ±5.49 acres and is generally defined as the area located within the City that is bounded to the north by US-95, to the south by Stewart Avenue, to the east by 4th Street, and to the west by Casino Center Drive (the "District" or the "TID").

Assuming the District is created, NRS Chapter 271A provides for certain fiscal incentives, which are analyzed in detail in the accompanying report. These incentives are anticipated to fund selected improvements programmed within the District boundaries. Currently, these improvements include a multi-story parking garage, an open-aired public plaza, and other supporting improvements in the area. For purposes of this analysis, these improvements are hereafter referred to as the "Project".

In connection with the creation of the District, the Company is anticipating the land acquisition and construction of a mixed-use development located within the District. In addition to improvements contemplated for the Project, the mixed-use development is expected to incorporate various elements, including retail shops, a museum, professional office space, a hotel, other supporting uses, and a potential casino. For purposes of this analysis, the proposed improvements, including the Project, are hereafter referred to as the "Mixed-Use Development".

APPLIED ANALYSIS

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Suite 200
Las Vegas, Nevada 89135

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www.appliedanalysis.com

The analysis contained herein does not determine the feasibility or appropriateness of the District, Project, Mixed-Use Development and/or any following financing structure (e.g., STAR bonds), rather it addresses specific questions as they relate to selected regulatory requirements. Specifically, this analysis addresses several key questions:

1. Will the Project and the financing thereof have a positive fiscal effect on the provision of local government services? *(addressing requirements outlined in NRS 271A.080.3(a) – (d))*

2. As a result of the Project, will retailers locate their businesses within the District and will there be a substantial increase in the proceeds from the sales and use taxes remitted by retailers within the District? (addressing requirements outlined in NRS 271A.080.6(a))

3. As a result of the Project, will the preponderance of the increase in proceeds from sales and use taxes be attributable to transactions with tourists who are not residents of the state of Nevada? (addressing requirements outlined in NRS 271A.080.6(b))

Based on representations of the Company, construction of the Project is an integral element of the overall Mixed-Use Development that is required to allow the Mixed-Use Development to move forward as currently programmed. Given the Mixed-Use Development's dependency on the Project, the three requirements identified above have been evaluated for the Mixed-Use Development.

This report summarizes our approach, the limitations of our research and our salient findings. This report was designed by AA in response to your request. However, we make no representations as to the adequacy of these procedures for all your purposes. Our findings and estimates are as of October 2008 (the most recent available dataset) and are dated as of the last day of our fieldwork (November 30, 2008). The information provided in this summary, and the conclusions reached herein, are based on the findings of our research and our knowledge of the market as of the date of this report. We have no responsibility to update this report for the events and circumstances that may occur after this date.

Our report contains demographic, employment, economic, fiscal, gaming, hotel and residential market data. This information was collected from third parties and is presented in this summary report; it was assembled by AA. While we have no reason to doubt the accuracy of the data reported herein or utilized in the formation of our findings, the information collected was not subjected to any auditing or review procedures by AA; and therefore, we make no representations or assurances as to its completeness.

Thank you again for allowing us to assist you with this important project. We welcome the opportunity to discuss this report with you at any time. Should you have any questions, please contact Jeremy Aguero or Brian Gordon at (702) 967-3333.

Sincerely,

Applied Analysis

Applied Analysis

Attachment

TABLE OF CONTENTS

Key Findings **1**

Tourism Improvement District Location **3**

Mixed-Use Development Programming **5**

Revenue Impact Analysis **6**

Retail Sales and Use Taxes 6
Ad Valorem (Property) Taxes 14
Gaming Percentage Fees 16
Additional Gaming Fees and Charges 18
Modified Business Tax 19
State and Local Transient Lodging Tax 19
Additional Revenue Impacts 20
Summary of Public Revenue Sources 22

Expenditure Impact Analysis **23**

Clark County School District 23
Las Vegas Metropolitan Police Department 24
City of Las Vegas Fire Department 25
Additional Expenditure Impacts 27
Summary of Public Expenditures 29

Impact on Surrounding Retailers **29**

Retailer Demand **31**

Source of Taxable Retail Sales **32**

Visitor Spending 33
Resident Spending 35
Preponderance Computation 35

Economic Impact Considerations **36**

Construction Phase 38
Operations Phase 40

Intended Use of this Study **42**

Pertinent Dates **43**

Extent of the Data Collection Process, Market Research, and Underlying Analyses ... **43**

APPLIED ANALYSIS

KEY FINDINGS

- The Mixed-Use Development is expected to generate identified and quantifiable public revenues of $32.4 million annually, with approximately 90.5 percent (or $29.3 million) remaining with public entities, with the balance inuring to the TID. Proceeds inuring to the TID will revert back to the City and are expected to be invested in the Project. It has yet to be determined if the Mixed-Use Development will include a casino. Assuming the casino is omitted, total public revenues remaining with public entities declines from $29.3 million to $23.1 million.

- With revenues only being half the equation, total incremental expenditures are expected to be $20.3 million annually. Assuming a casino is not developed, the total anticipated expenditures decline to $17.6 million annually.

- On a net basis, total revenues of $29.3 million (which excludes $3.1 million inuring to the TID) are expected to be offset by $20.3 million in incremental public costs resulting in $9.0 million of positive fiscal effects annually. The net positive fiscal effect is $5.4 million assuming the Mixed-Use Development excludes a casino.

Summary of Fiscal Impacts
After Allocation of Revenues to the District

	Including Casino	Excluding Casino
Revenue:		
Sales and Use Tax	$1,856,808	$1,856,808
Property Tax	$1,700,362	$1,584,622
Gaming Percentage Fees	$2,881,281	$0
Other Gaming Fees and Charges	$554,900	$0
Modified Business Tax	$452,706	$408,770
Transient Lodging Tax	$1,962,331	$1,962,331
Other State and Local Revenue (a)	$19,936,022	$17,245,729
Total Revenue	$29,344,411	$23,058,260
Expenditures:		
Education/Clark County School District	$953,420	$824,759
Police Protection/LVMPD	$652,230	$574,475
Fire and Rescue/Las Vegas Fire Department	$512,304	$455,472
Other State and Local Expenditures (a)	$18,224,805	$15,765,434
Total Expenditures	$20,342,759	$17,620,141
Net Fiscal Effect	**$9,001,651**	**$5,438,119**
Pro Forma Adjustment (a)	($1,711,217)	($1,480,294)
Pro Forma Adjusted Net Fiscal Effect (a)	**$7,290,434**	**$3,957,825**

(a) Other state and local revenues and expenditures reflect estimates of all government activity (excluding those specifically identified). The estimates are based on US Census of Governments datasets and account for all government activity. While the gross revenues and gross expenditure figures are material, the net impact is $1.7 million and $1.5 million in the including and excluding casino scenarios, respectively. A pro forma net fiscal effect excluding these items is presented for presentation purposes.

APPLIED ANALYSIS

- The programmed development ($247.1 million) will have a positive effect on this relatively mature area, benefiting surrounding property owners.

- Retailers are expected to locate their businesses within the Project due to the market dynamics taking place within the immediate area, the locational attributes of the Project site, the critical mass of visitors expected in the area, and other factors.

- Based on the current spending profile of residents and consumers in the Mixed-Use Development's trade area, retail sales activity will be dominated by visitors at a rate of approximately 2 to 4 times resident spending. There will be a substantial increase in the proceeds from sales taxes attributable to transactions with tourists who are not residents of Nevada.

- In addition to the fiscal effects resulting from the Mixed-Use Development, there will be a material economic impact, adding significantly to the employment base, increasing the productivity of under-utilized property, and generating millions of dollars in state and local tax revenues.

- Including indirect and induced impacts of the Mixed-Use Development's development and construction, a total of 2,003 person-years[1] of employment is anticipated to be created, increasing aggregate personal incomes within Las Vegas by $73 million. Assuming a casino is not developed with the overall Mixed-Use Development, total employment impacts include 1,835 jobs and $66 million in wages and salaries.

- Assuming the Mixed-Use Development includes a casino, its on-going operations are anticipated to directly employ approximately 1,895 people who will earn approximately $85 million in wage and salary payments each year. Including indirect and induced impacts, the Mixed-Use Development is estimated to stimulate 3,123 employees within Clark County. Combined, these employees will earn $130 million annually in wage and salary payments. Total economic output sourced to the Mixed-Use Development is estimated at $333 million annually.

- Excluding a casino within the overall Mixed-Use Development design, on-going operations of the development are anticipated to directly employ approximately 1,639 people who will earn approximately $76 million in wage and salary payments each year. Including indirect and induced impacts, the Mixed-Use Development is estimated to stimulate 2,660 employees within Clark County. Combined, these employees will earn $114 million annually in wage and salary payments. Total economic output sourced to the Mixed-Use Development is estimated at $267 million annually.

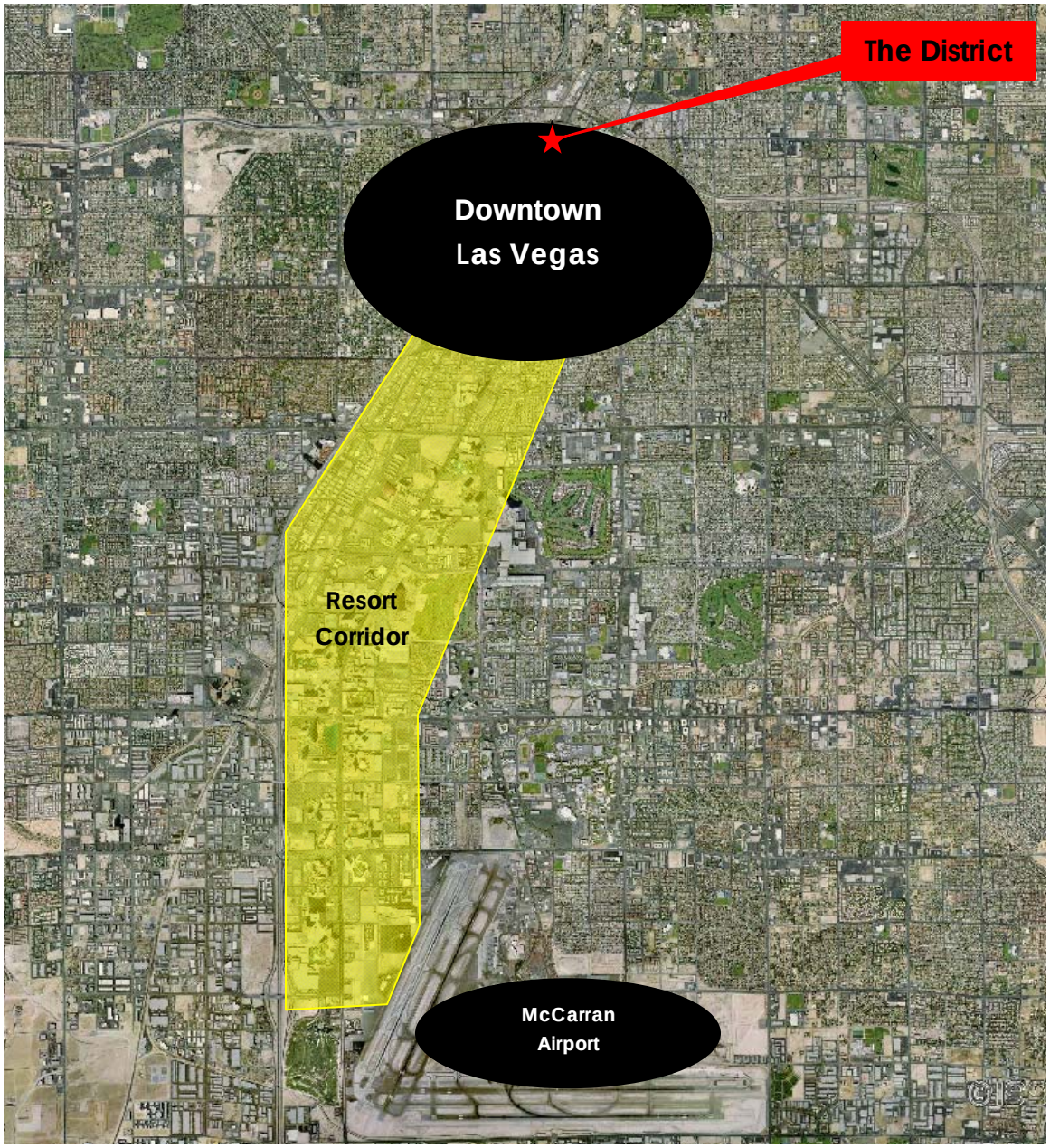
[1] A person year of employment is defined as one person employed for one year.

APPLIED ANALYSIS

TOURISM IMPROVEMENT DISTRICT LOCATION

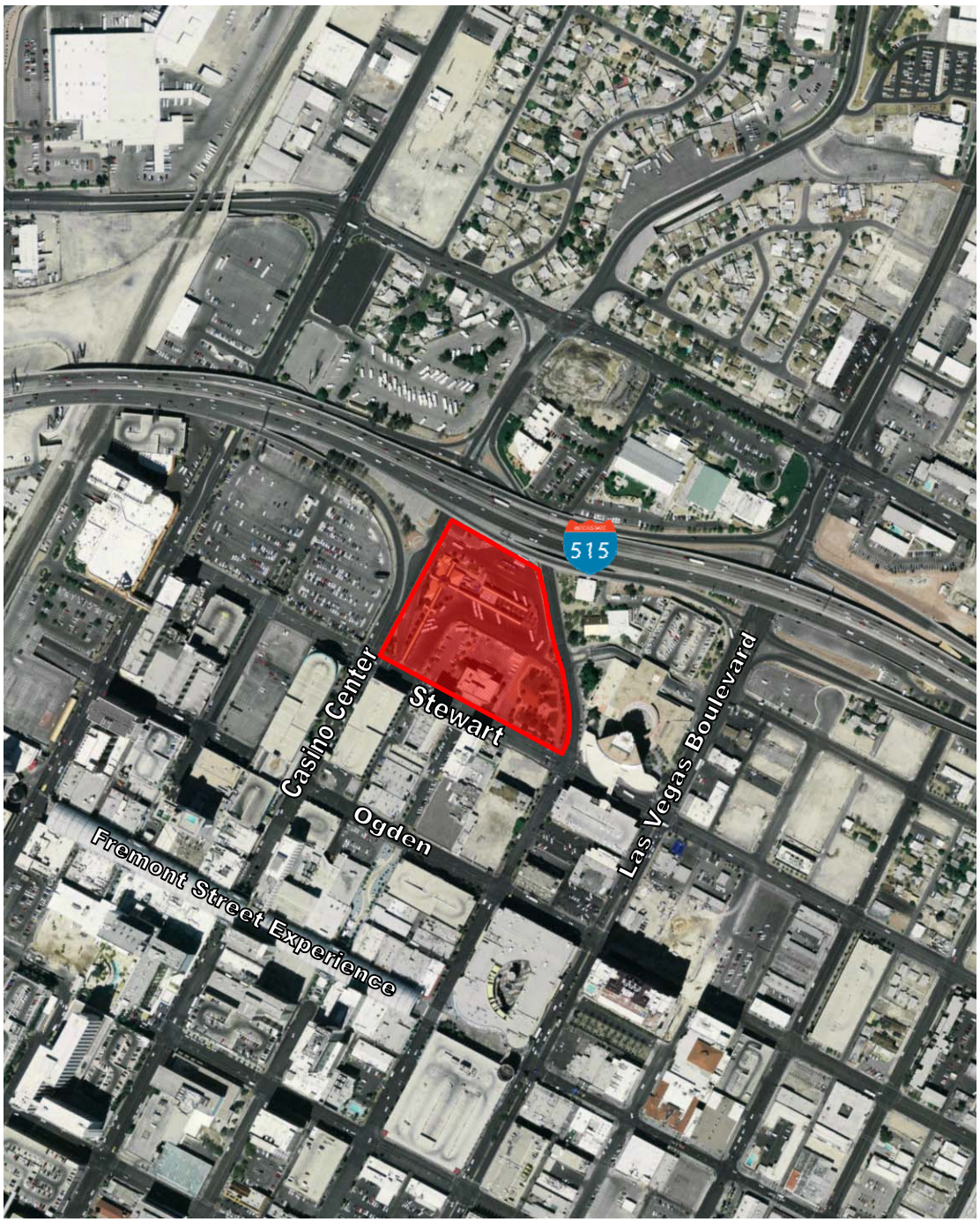
The proposed TID is generally located in downtown Las Vegas within the boundaries of the City of Las Vegas. The exhibits that follow generally illustrate the location of the District and Mixed-Use Development, and its proximity to the region's central business/gaming district.

EXHIBIT 1
MARKET AREA MAP



APPLIED ANALYSIS

EXHIBIT 2
MIXED-USE DEVELOPMENT LOCATION MAP AND
APPROXIMATE PROPOSED TOURISM IMPROVEMENT DISTRICT (TID) BOUNDARIES



APPLIED ANALYSIS

MIXED-USE DEVELOPMENT PROGRAMMING

The proposed development is comprised of multiple uses with varying degrees of density and design. The following highlights the programmed elements and their approximate sizes, which will be located on ±5.49 acres. As with many projects in the pre-development stages, design elements are only summarily identified and will likely continue to be refined over time. Specifically, as of this date, it is unclear if casino gaming will be present within the TID. As such, the analysis contained herein reviews development programming with and without a casino.

Exhibit 3
Mixed-Use Development Programming

	Size (SF)	
Programming	**Gross**	**Net**
Retail	200,000	170,000
Museum/Pavilion (Former Post Office)	51,419	40,403
Office	150,000	142,500
Hotel	350,000	297,500
Casino	30,000	28,500
Total Improvements (SF), Including Casino	781,419	678,903
Total Improvements (SF), Excluding Casino	751,419	650,403

Exhibit 4
Mixed-Use Development Costs (in millions)
(Exclusive of Infrastructure Costs)

Element	**Including Casino**	**Excluding Casino**
Land (a)	$28.0	$14.0
Hard Costs	$178.8	$163.8
Soft Costs	$29.3	$26.9
Financing Costs	$10.9	$10.0
Total Investment	$247.1	$214.7

(a) Land values based on City's appraisal and contracted price.

APPLIED ANALYSIS

REVENUE IMPACT ANALYSIS

Nevada has several hundred taxes, fees, exactions and charges that are levied on businesses, residents and visitors. The vast majority of collections, however, can be sourced to three primary levies: 1) *retail sales and use tax,* 2) *ad valorem (property) tax*, and 3) *gaming tax*. Combined, these sources account for nearly 70 percent of all state and local own-source tax revenues. In this section, we consider these three primary sources as well as several other public revenue generators (e.g., modified business tax and transient lodging taxes). Taxes inuring to the federal government, while significant, are omitted from this analysis as our scope of work is specific to state and local impacts.

In this analysis, fiscal impacts reflect only the direct consequence of the proposed development. This approach is a function of the "near impossibility" of accurately predicting the secondary fiscal consequences of growth as well as the potential for double counting.[2] As such, the impacts cited herein should be considered conservative, order-of-magnitude estimates. Additionally, this analysis reviews the fiscal impacts associated with the Mixed-Use Development's operation upon completion of construction. Fiscal impacts during the construction phase are expected to be negligible relative to the recurring impacts associated with a going concern.

RETAIL SALES AND USE TAXES

In Nevada, retail sales and use taxes are imposed on the sale of tangible personal property not specifically exempted by statute.[3] A companion "use" tax is levied on property purchased outside the state and brought into the state for use. The combined total rate in Clark County is 7.75 percent. A breakdown of this levy and its distributions are provided in the table that follows.

[2] *See* Burchell, R.W. and Listokin, D., *The Fiscal Impact Handbook: Estimating Local Costs and Revenues of Land Development*. Center for Urban Policy Research. New Jersey (6th ed. 1988).
[3] *See* Nev. Rev. Stat. §§ 372, 377, 377A, and 543.600 et seq.

APPLIED ANALYSIS

Exhibit 5
Nevada Retail Sales and Use Taxes

Tax	Rate	Distribution
State Sales & Use Tax	2.00%	State General Fund
Local School Support Tax	2.25%	To the school district in the county of origin
Basic City-County Relief Tax	0.50%	Deposited in the "local government tax distribution fund;" redistribution is based on a formula
Supplemental City-County Relief Tax	1.75%	Deposited in the "local government tax distribution fund;" redistribution is based on a formula
County Options – Water & Wastewater Infrastructure	0.25%	Clark County – Water Operations
County Options – Regional Transportation	0.25%	Clark County – Regional Transportation
County Options – Flood Control	0.25%	Clark County – Flood Control
County Option – Police Protection	0.25%	Clark County – Metropolitan Police Department
County Options – Mass Transit	0.25%	Clark County – Mass Transit
Total	**7.75%**	**--**

To estimate potential taxable retail sales activity, AA reviewed taxable sales activity reported by the Nevada Department of Taxation to estimate a baseline sales figure per square foot. These estimates were applied to the programmed uses to generate the projected retail sales by use in instances where specific Company-prepared estimates were not available.

SALES – COMMERCIAL RETAIL

AA identified taxable revenue sources typically located within retail shopping centers and related developments throughout southern Nevada. The sales figures were then compared to total improved retail space based on data extracted from the Clark County Assessor's Office after adjusting for taxable revenue-generating floor space within each building type. For example, a 500,000-square-foot hotel may only have 50,000 square feet of retail shop space as the majority of the building is comprised of hotel rooms, which do not generate retail sales and use tax (they are taxed through

APPLIED ANALYSIS

transient lodging levies). The analysis that follows resulted in an average taxable sales per square foot of retail space of $266 throughout southern Nevada.

Exhibit 6
Estimated Taxable Retail Sales Activity Per Square Foot (PSF)
For Similar Uses Identified within the Mixed-Use Development
(Based on County-Wide Spending Estimates)

	Annual Estimate (a)	Share of Total
Computation of County-Wide Sales PSF of Selected Revenue Sources		
Commercial Retail Sales Categories (b)		
Food Services and Drinking Places	$6,046,378,567	37.8%
General Merchandise Stores	$2,996,061,036	18.7%
Clothing and Clothing Accessories Stores	$2,769,815,283	17.3%
Accommodation	$1,456,439,866	9.1%
Miscellaneous Store Retailers	$891,407,188	5.6%
Furniture and Home Furnishings Stores	$772,262,369	4.8%
Amusement, Gambling and Recreation Industries	$570,788,329	3.6%
Sporting Goods, Hobby, Book and Music Stores	$494,285,025	3.1%
Museums, Historical Sites and Similar Institutions	$45,287	0.0%
Taxable Retail Sales Activity	$15,997,482,948	100.0%
Effective Commercial Retail Space (SF) (c)	60,201,304	
Effective Taxable Retail Sales Activity Per SF	$266	

(a) Based on trailing 24-month average data annualized from the Nevada Department of Taxation (September 2008).

(b) Reflects sales categories that are typically located within retail shopping centers and related developments.

(c) Reflects estimated effective rental shop space for revenue-generating operations identified in (b) above based on Clark County Assessor's Office data adjusted for floor space generating taxable sales.

In addition to the market average sales estimates per square foot for similar uses identified at the proposed development, the Company generated internal estimates based on its anticipated programming and additional third-party data sources. The Company's revenue estimates for the retail portion of the Mixed-Use Development are as follows.

APPLIED ANALYSIS

Exhibit 7
Estimated Taxable Retail Sales within the Mixed-Use Development
Retail Shop Component

	Programmed Space	Est. Sales PSF (a)	Retail Sales
Restaurant with Liquor	75,000	$253	$18,975,000
Women's Specialty	22,500	$354	$7,965,000
Apparel (Mixed)	15,000	$267	$4,005,000
Women's Ready-to-Wear	15,000	$253	$3,795,000
Home Furnishing/Décor	10,000	$261	$2,609,736
Jewelry	7,000	$948	$6,636,000
Drugstore/Pharmacy	6,000	$454	$2,724,000
Cosmetics/Beauty Supplies	5,000	$260	$1,300,000
Telephone/Telecom Store	3,000	$415	$1,245,000
Quick-serve Restaurants	3,000	$261	$782,921
Coffee Shop/Café	2,000	$261	$521,947
Wine Shop	2,000	$261	$521,947
Juice Bar	1,000	$261	$260,974
Other	3,500	$261	$913,408
Total	170,000	$307	$52,255,932

(a) Sales PSF estimates based on Dollars & Cents of Shopping Centers/The Score, Urban Land Institute, International Council of Shopping Centers. Due to a lack of available data for each use category, market average sales estimates were utilized for selected categories. The market average estimate of $261 is based on the $266 per square foot value noted in Exhibit 6 after adjusting for identifiable retail sales categories.

To further assess the reasonableness of the sales estimates provided above, AA reviewed data obtained from the Urban Land Institute and International Council of Shopping Centers that provides actual sales performances for existing shopping centers. Based on these results, it appears the forecasted sales activity within the retail shop space component of the proposed development is generally in line with key metrics of other shopping venues. The following highlights key metrics for these properties.

Exhibit 8
Retail Sales Activity Comparative Analysis

	Median Retail Sales PSF (b)	
Center Type (a)	**National**	**Western Region**
Super Regional	$271	$316
Regional	$237	$273
Community	$275	$323
Neighborhood	$275	$353
Average	$265	$316
Open Air Shopping Centers	$273	$323
Enclosed Shopping Centers	$243	$248
Average	$258	$286
Overall Average	$262	$306

(a) Source: Dollars & Cents of Shopping Centers/The Score 2006; Urban Land Institute; International Council of Shopping Centers.

(b) Based on sampling of 832 shopping centers.

In addition to these averages, destination retail venues tend to report higher-than-average sales rates. According to *Shopping Centers Today*, the Forum Shops at Caesars Palace achieved nation-leading rates of $1,300 per square foot.[4] Other destination retail outlets have also achieved sales figures above the averages reported by the Urban Land Institute. Miracle Mile, formerly the Desert Passage, on the Las Vegas strip reported nearly $700-per-square-foot in sales, while the Fashion Show Mall generated $1,000 per square foot during 2006.[5] Based on these comparative sales figures, estimated retail sales activity at the proposed development appears conservative.

SALES – MUSEUM (FORMER POST OFFICE)

To evaluate potential sales and use taxes generated by the Museum programmed within the Mixed-Use Development, AA reviewed a report prepared to assess the viability of the proposed museum.[6] The analysis contained a financial pro forma, including potential sources of revenue. The following summarizes those findings and estimates the potential sales taxes generated by such uses. The results are as follows.

[4] See http://www.icsc.org/srch/sct/sct0605/index.php?region=
[5] See http://www.lvrj.com/business/11182071.html
[6] See *Feasibility Assessment – Final Results* prepared by P|E|T|R Productions, dated January 2008.

APPLIED ANALYSIS

Exhibit 9
Estimated Taxable Retail Sales Activity
Within the Mixed-Use Development
Museum (Former Post Office)

Stabilized Revenue (a)	Projected Revenues	Share Taxable (b)	Taxable Sales
Museum	$9,179,000	0%	$0
Memberships	$343,000	0%	$0
Programs	$31,000	0%	$0
Private Events	$1,355,340	25%	$338,835
Museum Store	$2,740,000	95%	$2,603,000
Fundraising	$3,520,000	0%	$0
Total	**$17,168,340**	**17%**	**$2,941,835**

(a) Based on Feasibility Assessment conducted by P|E|T|R Productions (January 2008).
(b) Assumes substantially all sales at the museum store are subject to sales tax, while a portion of private events (e.g., food and beverage) are subject to tax.

SALES – COMMERCIAL OFFICE

AA identified taxable revenue sources typically located within commercial office space and related developments. The sales figures were then compared to total improved office space based on data extracted from the Clark County Assessor's Office after adjusting for net floor space. The analysis that follows resulted in an average of taxable sales per square foot of office space of $7.18, generating $1.0 million of taxable sales activity annually within the District. It is worth noting a large share of professional office users do not pay retail sales and use tax. As mentioned above, the sale of tangible goods is taxable while services such as professional services are exempt from Nevada's sales and use tax.

APPLIED ANALYSIS

Exhibit 10
Estimated Taxable Retail Sales Activity
Within the Mixed-Use Development
Based on County-Wide Spending Estimates
Commercial Office Space

	Annual Estimate (a)	Share of Total
Computation of County-Wide Sales PSF of Selected Revenue Sources		
Commercial Office Sales Categories (b)		
Real Estate	$53,481,713	2.6%
Rental and Leasing Services	$1,340,918,103	64.0%
Professional, Scientific and Technical Services	$271,669,025	13.0%
Management of Companies and Enterprises	$74,834,810	3.6%
Administrative and Support Services	$352,967,175	16.9%
Taxable Retail Sales Activity	$2,093,870,825	100.0%
Effective Commercial Office Space (SF) (c)	49,192,717	
Effective Taxable Retail Sales Activity Per SF	$7.18	
Computation of Estimated Taxable Retail Sales Activity at Mixed-Use Development		
Effective Taxable Retail Sales Activity Per SF	$7.18	
Total Programmed Office Space (SF) (Net)	142,500	
Estimated Taxable Retail Sales Activity	**$1,022,465**	

(a) Based on trailing 24-month average data annualized from the Nevada Department of Taxation (September 2008).

(b) Reflects sales categories that are typically located within commercial offices and related developments.

(c) Reflects commercial office space based on Clark County Assessor's Office data adjusted for net floor space.

SALES –HOTEL

Based on information provided by the Company, the programmed gaming hotel will incorporate approximately 500 rooms and a limited number of food and beverage and retail outlets. While hotel room revenue is not subject to sales and use tax, the Company estimates approximately $7.6 million of revenue generated by food and beverage outlets with a nominal amount of retail sales originating from other retail outlets (e.g., gift shop).

The following provides a comparative analysis of food and beverage revenues on a per-room, per-day basis for selected market areas within southern Nevada. Based on

APPLIED ANALYSIS

publicly available data generated by the Nevada Gaming Control Board, AA reviewed food and beverage sales for all Clark County hotel-casino properties (160 locations) and compared those results with the forecasted performance for the subject property. The results suggest the Company's estimates are on par with the average reported by other downtown hotel-casino operations. This analysis was also performed for all Las Vegas Strip properties (38 locations) and for the downtown area (17 locations). The results suggest the food and beverage revenue estimates for the programmed hotel are below market-wide average revenue estimates. Based on these estimates, it appears the Company's food and beverage revenue estimates are reasonable relative to market average performances.

Exhibit 11
Analysis of Food and Beverage Sales Originating from Hotel

	Clark County	Las Vegas Strip	Downtown
Market Average Sales Per Room Per Day (a)			
Food	$77	$78	$50
Beverage	$31	$32	$20
Weighted Average	$64	$65	$41
Programmed Hotel (b)	$41	$41	$41
Variance to Selected Market Areas	-35.0%	-36.0%	0.0%

(a) Source: Nevada Gaming Abstract 2007.
(b) Source: Company based on $7.6 million in food and beverage sales and 500 hotel rooms.

RETAIL SALES AND USE TAX SUMMARY

Based on the analyses in the preceding subsections, the following summarizes sales activity for the major uses within the District and estimates total sales and use taxes inuring to public agencies within Nevada. It is worth noting no sales and use taxes are anticipate from the casino.

APPLIED ANALYSIS

Exhibit 12
Sales and Use Tax Summary and Proposed Allocation

	Estimate
Revenue:	
Retail	$52,255,932
Museum (Former Post Office)	$2,941,835
Office	$1,022,465
Hotel	$7,553,376
Casino	$0
Total Taxable Revenue	$63,773,608
Tax Rate	7.75%
Total Tax, Gross	$4,942,455
Share Allocable to Tourism Improvement District:	
Gross Tax Amount Not Subject to County Options (a)	$4,145,285
Proposed (Maximum) Amount Allocable to TID (75%)	$3,108,963
Less: Deduction of 0.75 Percent	($23,317)
Proposed Net Amount Allocable to TID (b)	$3,085,646
Share Allocable to Public Entities	$1,856,808
Total Proceeds	**$4,942,455**

(a) Pursuant to NRS 271A.070, mandatory rate of 6.5 percent is eligible (excludes county options) out of total 7.75 percent rate in Clark County (see Exhibit 5).

(b) Proceeds inuring to the TID will revert back to the City and are expected to be invested in infrastructure in and around the District.

AD VALOREM (PROPERTY) TAXES

The first fiscal impact element is property taxes. Generally speaking, each year county assessors are required to "[a]scertain by diligent inquiry and examination all real and secured personal property that is in [their respective counties on] July 1 which is subject to taxation . . ."[7] Each assessor is required to note the "[n]ames of all persons, corporations, associations, companies or firms owning the property. . ." and "[d]etermine the taxable value of all such property. . ." [8] for the ultimate purpose of levying ad valorem taxes. NRS § 361.260 requires that all real property is reappraised at least every five years; in Clark County, real property is appraised annually.[9] The assessments analyzed herein are for FY 2007-08.

[7] Nev. Rev. Stat. § 361.260 (1).
[8] *Id.*
[9] Nev. Rev. Stat. § 361.260.

Real property value assessments are bifurcated into land and improvement elements.[10] The taxable value assigned to vacant land is its full cash, or market value, taking into consideration factors such as its location, character and potential use. Taxable value of improved land is to be consistent with its improved use (e.g., as a single family residence, a hotel-casino or an office building). The taxable value of improvements, in most cases buildings, is based on estimated replacement cost less depreciation.[11] Depreciation is calculated at 1.5 percent of the replacement cost each year, up to a maximum of 50 years; and thus, the residual value of any given improvement is 25 percent of its replacement cost. Property taxes are computed by multiplying taxable value by 35 percent to obtain assessed value.[12] Assessed value is then divided by $100 and then multiplied by the tax rate to determine tax liability.

There is often a disconnect between the cost to construct improvements and the assessed value. Overall costs of development generally include certain soft costs, financing charges during construction and other considerations. Nevada Administrative Code requires the Nevada Assessors to use Marshall & Swift Building Cost Service to determine improvement replacement costs, minus depreciation.[13] Based on discussions with the representatives of the Clark County Assessor's Office, the Marshall & Swift estimates may not equate to actual replacement cost or may have a material timing lag. Various factors for this variance exist, including the relatively rapid pace of increase during the past several years due to increased demand for material and labor, periodic reporting by Marshall & Swift, localized nuances and various other considerations.

Based on prior discussions with the City of Las Vegas in 2007, the City reviewed several newly-constructed properties and compared their reported construction costs with the assessed value (based on taxable value) and determined that on average for those selected properties, assessed values were 55 percent of the construction cost. While there are a number of instances where assessed values as a percentage of reported construction cost were much higher, this estimate has been utilized based on the City's experience and to present a conservative estimate.

Therefore, basing taxable value on 55 percent of the Mixed-Use Development's construction cost (estimated at $219.1 million) plus the fair market value of the land ($28.0 million) and applying the 55 percent discount factor, total taxable value equates to $148.5 million, with an assessed value of $52.0 million (35 percent of taxable value).[14] Assuming a casino is not incorporated into the Mixed-Use Development, the taxable value declines to $138.4 million with an assessed value of $48.4 million.

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[10] Nev. Rev. Stat. § 361.227 (1).
[11] Nev. Rev. Stat. § 361.227 (1)(b); *see also* Nevada Taxpayers Association, *Understanding Nevada's Property Tax System*. 2000 edition. Page 7.
[12] Nev. Rev. Stat. § 361.225.
[13] See http://www.accessclarkcounty.com/depts/assessor/pages/aboutao.aspx
[14] Analysis assumes a change in use.

APPLIED ANALYSIS

It is also worth noting that Clark County property values have witnessed unprecedented escalations during the 2004 to 2006 timeframe; a condition not fully reflected in the latest tax collection figures because of the limitations imposed by AB 489 (2005 Nevada State Legislature). AB 489 limits tax bill escalations to 3 percent for existing owner-occupied residential properties and 8 percent for all other properties (including commercial uses). This limitation is not uniformly applied to newly constructed properties or properties with a change in use. Thus, it would follow that the subject site would generate substantially more taxable value per acre than would comparable properties in the same tax district.

The Mixed-Use Development is located in the Las Vegas City Redevelopment Tax District 203. This district has a combined tax rate of $3.2714 per $100 of assessed value.[15] The proceeds of this levy inure to several public entities; however, the increment generated from an increase in value inures to the redevelopment agency.

Please note the subject property is currently exempt from paying tax and as such, the entire value upon acquisition by the Company will generate incremental taxes.

Exhibit 13
Estimated Property Tax Collections Annually

	Property Tax
Rate per $100 of Value	3.27140
Including Casino	$1,700,362
Excluding Casino	$1,584,622

GAMING PERCENTAGE FEES

Gross gaming revenues of non-restricted gaming licensees are subject to a percentage fee.[16] The levy is based on gaming operation winnings less the total paid out as losses, annuities purchased to fund losses to pay out over several years and the cost of personal property won by a player.[17] It also excludes foreign coins collected, entry fees, counterfeit bills and any adverse impacts associated with fraudulent acts. The tax rates imposed are 3.5 percent of the first $50,000 in net winnings per month, 4.5 percent of the net winnings greater than $50,000 but not greater than $134,000 per month, and 6.75 percent of net winnings greater than $134,000 per month.[18] The vast majority of these revenues inure to the State's

[15] *See* http://trweb.co.clark.nv.us/county/TaxRate-DistrictBreakdown2007-8.htm#203.
[16] Nev. Rev. Stat. § 463.370.
[17] *Id.*
[18] *Id.*

APPLIED ANALYSIS

General Fund. A calculation of percentage fee revenues is provided below based on projected gaming revenues and the industry's seasonality during 2007.

Exhibit 14
Estimated Gaming Percentage Fees

Month	Total Gaming Revenues	Estimated Tax Payments			
		Tier 1 (3.5%)	Tier 2 (4.5%)	Tier 3 (6.75%)	Total
January	$4,063,056	$1,750	$3,780	$265,211	$270,741
February	$3,568,057	$1,750	$3,780	$231,799	$237,329
March	$3,537,367	$1,750	$3,780	$229,727	$235,257
April	$3,344,844	$1,750	$3,780	$216,732	$222,262
May	$3,909,372	$1,750	$3,780	$254,838	$260,368
June	$2,944,853	$1,750	$3,780	$189,733	$195,263
July	$3,442,432	$1,750	$3,780	$223,319	$228,849
August	$3,601,957	$1,750	$3,780	$234,087	$239,617
September	$3,343,352	$1,750	$3,780	$216,631	$222,161
October	$3,445,936	$1,750	$3,780	$223,556	$229,086
November	$4,159,720	$1,750	$3,780	$271,736	$277,266
December	$3,949,581	$1,750	$3,780	$257,552	$263,082
Total	**$43,310,527**	**$21,000**	**$45,360**	**$2,814,921**	**$2,881,281**

APPLIED ANALYSIS

ADDITIONAL GAMING FEES AND CHARGES

In addition to gaming percentage fees described above, gaming operators are required to pay additional fees. They include county gaming fees, slot license fees, slot machine excise taxes, and state gaming license fees. The following summarizes the various fees and charges.

Exhibit 15
Additional Gaming Fees and Charges

	Statutory Reference	Basis of The Tax	Tax Rate	Distribution	Revenue Estimate
County Gaming Fees	NRS 463.390	Unit-based tax imposed on casino games, slot machines or any game of chance	$25 per month for each table game of poker, bridge, whist, solo and panguingui, $50 per month for all other table games, and $10 per month for each slot unit	City General Fund	$129,600
Slot License Fee - Non-Restricted	NRS 463.375	Unit-based tax imposed on each slot machine	$20 for each slot machine each calendar quarter	State General Fund	$80,000
Slot Machine Excise Tax	NRS 463.385	Unit-based tax imposed on each slot machine	$250 for each slot machine each year	Higher Education Fund; Higher Education Special Capital Construction Fund; State Distributive School Account	$250,000
State Games License - Annual Fees	NRS 463.380; NRS 463.320	Unit-based tax imposed on each table game	Graduated rate; top tier is $16,000 plus $200 for each game in excess of 16	County governments	$16,000
State Games License - Quarterly Fee	NRS 463.383	Unit-based tax imposed on all games operated in any calendar quarter	Graduated rate; top tier is $20,300 plus $25 for each game in excess of 35	State General Fund	$79,300
Total					**$ 554,900**

APPLIED ANALYSIS

MODIFIED BUSINESS TAX

The modified business tax is a tax based on gross payrolls defined in NRS 612.190. The tax, which was instituted by the 2003 Nevada Legislature, is paid in each calendar quarter and is currently based on 0.63 percent of gross payrolls, less any cost for providing employer-paid healthcare coverage. The following highlights the estimated proceeds generated by the modified business tax annually.

Exhibit 16
Modified Business Tax

	Tax
Wage and Salary Payments (in millions) (a)	
Retail	$26.6
Museum (Former Post Office)	$3.6
Office	$34.6
Hotel	$11.6
Casino	$8.2
Total	$84.5
Taxable Wages, Accounting for Healthcare Adjustment	85%
Tax Rate	0.63%
Proceeds of Modified Business Tax, Including Casino	**$452,706**
Proceeds of Modified Business Tax, Excluding Casino	**$408,770**

(a) See Economic Impact Considerations section.

STATE AND LOCAL TRANSIENT LODGING TAX

Hotels within southern Nevada participate in state and local transient lodging tax pursuant to Nevada NRS 244.335 and NRS 268.095. For hotels located in downtown Las Vegas, the combined tax rate is 11 percent, with collections distributed among the following entities:

APPLIED ANALYSIS

Exhibit 17
Local Transient Lodging Tax Allocation

Entity	Rate
State of Nevada	0.375%
Clark County School District	1.625%
Collecting Jurisdiction	1.000%
Clark County Transportation	1.000%
Fremont Street Experience	2.000%
Las Vegas Convention and Visitors Authority	5.000%
Total	**11.000%**

Based on Company-provided estimates of revenue, the following calculates estimated annual local transient lodging taxes within the District.

Exhibit 18
Estimated Annual Local Transient Lodging Taxes

	Value
Number of Rooms	500
Average Daily Room Rate (a)	$115
Occupancy (a)	85.0%
Revenue	$17,839,375
Tax Rate	11.0%
Estimated Transient Lodging Taxes	$1,962,331

(a) Reflects a discount to the market-wide average room rate ($123) and occupancy (88.4 percent) reported by the Las Vegas Convention and Visitors Authority for the first nine months of 2008 for all hotels and motels.

ADDITIONAL REVENUE IMPACTS

In addition to the identified revenue sources, several others provide revenue to state and local municipalities. While the overall potential fiscal impacts (net) may not be material to the State or other local unit of government, it is important to model the effects.

To estimate the impacts not identified in preceding subsections of this report, AA obtained the latest *State and Local Government Finances* report from the US Census Bureau.[19] These data represent estimates of all state and local government revenues

[19] The Census Bureau conducts a census of governments at five year intervals, and an annual survey for the intervening years. The state and local government finance statistics cover government financial activity in four broad categories of revenue, expenditure, debt, and

and expenditures in the state of Nevada. To model the impacts associated with the proposed development, AA converted all state and local revenue and expenditures estimates (excluding those modeled previously) to a per-employee amount and applied those pro rata costs to the subject property based on the estimated number of employees. An additional analysis on a per-visitor basis was undertaken, resulting in a more aggressive result. As such, the more conservative per-employee methodology was employed. Allocations on a per-resident basis were also considered but resulted in invalid estimates given the lack of full-time residents on the site. The following highlights the revenue results of the analysis, while the expenditure estimates are included in the *Expenditure Impact Analysis* section of this report.

Exhibit 19
Other Revenue Impacts Generated by Proposed Development
Based on State and Local Government Finances: Fiscal Year 2005-06

	Including Casino	Excluding Casino	Notes
Revenue			
Intergovernmental Revenue	3,542,669	3,064,599	
Taxes:			
Property	-	-	(a)
Sales and Gross Receipts:			
General Sales	-	-	(a)
Selective Sales:			
Motor Fuel	621,712	537,814	
Alcoholic Beverage	56,660	49,014	
Tobacco Products	205,560	177,820	
Public Utilities	270,965	234,400	
Other Selective Sales, Gaming	-	-	(a)
Other Selective Sales, All Others	1,196,614	1,035,135	(a) (b)
Total Selective Sales	2,351,511	2,034,183	
Total Sales and Gross Receipts	2,351,511	2,034,183	
Motor Vehicle License	240,552	208,090	
Other Taxes, Modified Business Tax	-	-	(a)
Other Taxes, All Others	1,647,773	1,425,412	(a) (c)
Total Taxes	4,239,836	3,667,685	
Charges and Miscellaneous Revenue	6,547,286	5,663,753	
Utility Revenue	1,523,837	1,318,201	
Insurance Trust Revenue	4,082,395	3,531,490	
Total Revenue	19,936,022	17,245,729	

Source: US Census Bureau (see http://www.census.gov/govs/estimate/0629nvsl_1.html)
(a) Fiscal impact accounted for in preceding subsections of this report.
(b) Excludes gaming revenue estimates for fiscal year.
(c) Excludes modified business tax estimates (non financial institutions) for fiscal year.

assets. For purposes of this analysis, AA considered revenue and expenditures. The latest available report is for the 2005-06 fiscal year.

APPLIED ANALYSIS

SUMMARY OF PUBLIC REVENUE SOURCES

To summarize the various elements reported in the preceding subsections, the following highlights the identified and quantified sources of public revenue.

Exhibit 20
Summary of Revenue Impacts

Including Gaming

Source	Beneficiaries: Public	Beneficiaries: The District	Total	Notes
Sales and Use Tax	$1,856,808	$3,085,646	$4,942,455	(a)
Property Tax	$1,700,362	$0	$1,700,362	(b)
Gaming Percentage Fees	$2,881,281	$0	$2,881,281	(c)
Other Gaming Fees and Charges	$554,900	$0	$554,900	(d)
Modified Business Tax	$452,706	$0	$452,706	(c)
Transient Lodging Tax	$1,962,331	$0	$1,962,331	(d)
Other State and Local Revenues	$19,936,022	$0	$19,936,022	(d)
Total Identified	**$29,344,411**	**$3,085,646**	**$32,430,057**	--
Share	**90.5%**	**9.5%**	**100.0%**	--

Excluding Gaming

Source	Beneficiaries: Public	Beneficiaries: The District	Total	Notes
Sales and Use Tax	$1,856,808	$3,085,646	$4,942,455	(a)
Property Tax	$1,584,622	$0	$1,584,622	(b)
Modified Business Tax	$408,770	$0	$408,770	(c)
Transient Lodging Tax	$1,962,331	$0	$1,962,331	(d)
Other State and Local Revenues	$17,245,729	$0	$17,245,729	(d)
Total Identified	**$23,058,260**	**$3,085,646**	**$26,143,907**	--
Share	**88.2%**	**11.8%**	**100.0%**	--

(a) Public benefit excluded 0.75 percent fee. Assumes 75 percent allocation of eligible amount to the TID.

(b) Assumes no tax increment financing (TIF) is provided to the Company.

(c) Inures to the state.

(d) Inures to various public agencies.

APPLIED ANALYSIS

EXPENDITURE IMPACT ANALYSIS

With revenues representing only one-half of the equation, NRS 271 requires the determination of the fiscal effect of the Mixed-Use Development consider "any increase in costs for the provision of local governmental services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the Mixed-Use Development within the district."[20] The following subsections address each of the identified services in order.

CLARK COUNTY SCHOOL DISTRICT

Typically, demand for education services, specifically the Clark County School District, is generated by incremental households and/or population. The District is programmed for commercial retail and office uses, along with hotel-gaming uses. The Mixed-Use Development is not considering any residential uses, thereby eliminating the need to provide incremental education service. That said, employment growth associated with the Mixed-Use Development has the potential to generate demand for education services; this demand may be partially (if not all) offset by pulling from existing resources (e.g., existing labor pool). Additionally, AA contacted the Clark County School District to determine if any unforeseen costs would be incurred as a result of the Mixed-Use Development and a response that there would be no impact was obtained.

In addition to the response obtained from the Clark County School District, AA prepared an estimate of potential impact for consideration. For modeling purposes, AA assumed approximately 25 percent of direct employment growth sourced to the Mixed-Use Development will originate from outside the market, while the balance will be sourced to the existing labor pool. This assumption is based on current conditions, including unemployment levels at 7.6 percent (1.1 points higher than the national average); job growth remains below historical averages and continued economic weakness is likely to persist in the near to mid-term. Based on these assumptions, total expenditure impacts would be $953,400 (including casino) and $824,800 (excluding casino).[21]

[20] See NRS 271A.080.3(c)
[21] Based on total direct employment, average number of employees per household, average number of children per household and the average per-pupil cost of education.

APPLIED ANALYSIS

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

As part of this analysis, the objective is to estimate the incremental costs associated with the proposed development. Currently, the District hosts various uses including a bus terminal, park and post office. The Las Vegas Metropolitan Police Department (LVMPD) is providing services to the area contemplated for the TID.

While the intensity of development programmed for the site is higher than currently exists, the redevelopment of the area is also expected to improve conditions in the surrounding area. With over $200 million in investment programmed for the site, the environment on and around the site is likely to transform. Determining the impacts to the LVMPD with precision is challenging.

That said, the following analysis assumes the property were vacant today and additional police protection services would be required for the proposed development. The approach reviews the costs of police protection operations on a per-acre basis of land and per-square-foot basis of improved property. The following also evaluates the cost on a per-employee basis. These estimates are intended to provide an order-of-magnitude range of estimates.

Exhibit 21
Police Protection Impact
Range of Estimates

	Acres	Improved Property (SF)	Employment
Service Area (a)	416,374	1,365,905,206	688,050
Total LVMPD Budget (b)	$487,702,802	$487,702,802	$487,702,802
Average Expenditure Per Unit	$1,171.31	$0.36	$708.82
Mixed-Use Development Size (c)	5.49	781,419	1,895
Potential Impact on a Per-Unit Basis, Including Casino	$6,430	$279,009	$1,343,075
Potential Impact on a Per-Unit Basis, Excluding Casino	$6,430	$268,298	$1,161,832

(a) Acreage based on LVMPD 2007 Annual Report stating 7,560 square miles (adjusted for vacant property). Improved property based on Clark County Assessor's Office information. Employment estimated based on market area covered and Applied Analysis.

(b) Based on total expenditures during the fiscal year ended June 30, 2007.

(c) Acres and improved property based on Company programming. Employment based on estimated employment at subject site (see *Economic Impact* section).

APPLIED ANALYSIS

A fourth impact estimate was prepared on a full-time equivalency population (accounting for full-time residents and the equivalent share of visitors residing in the area). While no full-time residents are expected to live on-site at the proposed development, the equivalent visitor population resulted in costs attributable to the Mixed-Use Development within the ranges noted above.

This estimate assumes no patrols and/or services are being provided to the site today. Also, this summary analysis also assumes a linear relationship between costs and service area. For example, the addition of an office building in southern Nevada does not necessarily require additional time, effort and cost at every level within the LVMPD.

In addition to the estimates prepared above, AA obtained estimates directly from the City of Las Vegas. The following highlights the annual costs during the first five years of the Mixed-Use Development (assuming a two-year development timeline and the first three years of operations). The annual recurring expenditure estimate reflects estimated costs in 2008 dollars and is in line with the estimated ranges computed above.

Exhibit 22
Police and Public Safety Expenditure Estimates

	Including Casino	Excluding Casino
Year 1	$346,761	$317,667
Year 2	$346,761	$317,667
Year 3	$707,715	$623,346
Year 4	$717,103	$631,789
Year 5	$726,772	$640,486
Annual Recurring Expenditure During Operations (2008 Dollars)	$652,230	$574,475

Source: City of Las Vegas based on Mixed-Use Development assumptions.

CITY OF LAS VEGAS FIRE DEPARTMENT

Consistent with the methodology employed to review police protection costs, AA reviewed similar metrics for the City of Las Vegas Fire Department. It is noteworthy that fire protection services are currently being provided at the site. With a lack of available information regarding the precise cost associated with providing those services, AA estimated these costs on a per-acre, per-square-foot and per-employee basis.

APPLIED ANALYSIS

Exhibit 23
Fire Protection Impact
Range of Estimates

	Acres	Improved Property (SF)	Employment
Service Area (a)	58,233	466,395,503	347,666
Total Fire and Rescue Budget (b)	$104,338,733	$104,338,733	$104,338,733
Average Expenditure Per Unit	$1,791.74	$0.22	$300.11
Mixed-Use Development Size (c)	5.49	781,419	1,895
Potential Impact on a Per-Unit Basis, Including Casino	$9,837	$174,814	$568,654
Potential Impact on a Per-Unit Basis, Excluding Casino	$9,837	$168,102	$491,916

(a) Acres based on City of Las Vegas Fact Sheet (July 2008) stating 133.2 square miles (adjusted for vacant property). Improved property based on Clark County Assessor's Office information. Employment based on estimates provided by Claritas.

(b) Based on total expenditures during the fiscal year ended June 30, 2007.

(c) Acres and improved property based on Company programming. Employment based on estimated employment at subject site (see *Economic Impact* section).

Consistent with the police protection analysis above, a fourth impact estimate was prepared on a full-time equivalency population (accounting for full-time residents and the equivalent share of visitors residing in the area). While no full-time residents are expected to live on-site at the proposed development, the equivalent visitor population resulted in costs attributable to the Mixed-Use Development within the ranges noted above.

Also similar to the police protection analysis, this estimate assumes no services are being provided to the site today. This summary analysis also assumes a linear relationship between costs and service area. For example, the addition of an office building in southern Nevada does not necessarily require additional time, effort and cost at every level within the City of Las Vegas Fire Department, rather, existing costs are spread over a larger tax base.

In addition to the estimates prepared above, AA obtained estimates directly from the City of Las Vegas. The following highlights the annual costs during the first five years of the Mixed-Use Development (assuming a two-year development timeline and the first three years of operations). The annual recurring expenditure estimate reflects estimated costs in 2008 dollars and is in line with the estimated ranges computed above.

APPLIED ANALYSIS

Exhibit 24
Fire Protection Expenditure Estimates

	Including Casino	Excluding Casino
Year 1	$272,369	$251,103
Year 2	$272,369	$251,103
Year 3	$555,885	$494,219
Year 4	$563,259	$500,903
Year 5	$570,854	$507,787
Annual Recurring Expenditure During Operations (2008 Dollars)	$512,304	$455,472

Source: City of Las Vegas based on Mixed-Use Development assumptions.

ADDITIONAL EXPENDITURE IMPACTS

In addition to the services identified in NRS 271A, various state and local governments experience a modest increase in administrative costs associated with the development. Additional revenue sources are also likely to be generated. While the overall potential fiscal impacts may not be material to the State or other local units of government, it is important to model the effects.

To estimate the impacts not identified in preceding subsections of this report, AA obtained the latest *State and Local Government Finances* report from the US Census Bureau.[22] These data represent estimates of all state and local government revenues and expenditures in the state of Nevada. To model the impacts associated with the proposed development, AA converted all state and local revenue and expenditures estimates (excluding those modeled previously) to a per-employee amount and applied those pro rata costs to the subject property based on the estimated number of employees. An additional analysis on a per-visitor basis was undertaken, resulting in a more aggressive result. As such, the more conservative per-employee methodology was employed. Allocations on a per-resident basis were also considered but resulted in invalid estimates given the lack of full-time residents on the site. The following highlights the expenditure results of the analysis, while the revenue estimates are included in the *Revenue Impact Analysis* section of this report.

[22] The Census Bureau conducts a census of governments at five year intervals, and an annual survey for the intervening years. The state and local government finance statistics cover government financial activity in four broad categories of revenue, expenditure, debt, and assets. For purposes of this analysis, AA considered revenue and expenditures. The latest available report is for the 2005-06 fiscal year.

APPLIED ANALYSIS

Exhibit 25
Other Expenditure Impacts Generated by Proposed Development
Based on State and Local Government Finances: Fiscal Year 2005-06

	Including Casino	Excluding Casino	Notes
Expenditures			
Intergovernmental Expenditures	9,383	8,116	
Direct Expenditures by Function:			
Education	-	-	(a)
Social Services	4,304,350	3,723,494	
Transportation	2,858,406	2,472,675	
Public Safety:			
Police Protection	-	-	(a)
Fire Protection	-	-	(a)
Corrections	822,701	711,680	
Protective Inspection and Regulation	289,234	250,203	
Total Public Safety	1,111,935	961,883	
Environment and Housing	1,877,148	1,623,834	
Government Administration	2,850,472	2,465,811	
General Expenditures	1,195,428	1,034,109	
Utility Expenditure	2,442,293	2,112,715	
Insurance Trust Expenditures	1,575,391	1,362,798	
Total Expenditures	18,224,805	15,765,434	

Source: US Census Bureau (see http://www.census.gov/govs/estimate/0629nvsl_1.html)
(a) Fiscal impact accounted for in preceding subsections of this report.

APPLIED ANALYSIS

SUMMARY OF PUBLIC EXPENDITURES

To summarize the various elements reported in the preceding subsections, the following highlights the identified and quantified public expenditures potentially associated with the Mixed-Use Development.

Exhibit 26
Summary of Expenditure Impacts

Service/Entity	Including Casino	Excluding Casino
Education/Clark County School District	$953,420	$824,759
Police and Public Safety/LVMPD	$652,230	$574,475
Fire and Rescue/Las Vegas Fire Department	$512,304	$455,472
Other Expenditures/State and Local Governments	$18,224,805	$15,765,434
Total	$20,342,759	$17,620,141

IMPACT ON SURROUNDING RETAILERS

NRS 271A requires the determination of the fiscal effect of the Project consider the "[e]stimates of any increases in the proceeds from sales and use taxes collected by retailers located outside of the district and of any displacement of the proceeds from sales and use taxes collected by those retailers, as a result of the properties and businesses expected to be located in the district."[23] As previously discussed, due to the integral nature of the Project within the Mixed-Use Development, this analysis is based on the anticipated performance of the Mixed-Use Development.

To address this requirement, AA reviewed this from two perspectives. While the term referring to retailers outside of the district is not specifically defined, we assume this to mean adjacent property owners, as well as those located within the general area.

Any negative impacts, or reduced demand for retailers, for adjacent property owners is expected to be negligible. In fact, the impacts are likely to be positive. The property sits on its own block with travel lanes surrounding the property. The site is

[23] See NRS 271A.080.3(d)

bounded by US-95, City of Las Vegas City Hall, the Company's Lady Luck development and a parking lot. No sizable retailers exist on the first three adjoining properties noted. The Lady Luck is a former hotel-casino property that is owned by the Company that is under-going a major re-design with a substantial investment. Currently, no material sales activity is being generated at surrounding properties.

Addressing the question of impacts to retailers in the general market area, it is reasonable to assume this $200-milion-plus investment will spur demand by tourists, and residents to some extent (see *Sources of Taxable Retail Sales* section that follows.) In reality, the District sits in the middle of a redevelopment area that has many aging properties and properties that have become functionally obsolete. The type of investment is expected to spur additional visitation in the area and seed the growth of future development and redevelopment activity.

Historically speaking, investments within the market have expanded the overall size of the market, rather than cannibalize consumer spending within the market. During the course of the past decade, total expansions in the number of hotels generated a comparable number of visitors to the area. Despite a healthy compound annual growth rate in hotel room inventory and visitor volume of 2.4 and 2.5 percent, respectively, aggregate visitor spending on eating, drinking and shopping has expanded at a rate approximately 3.6 times that level. We believe these trends hold true as it relates to the proposed investment at the subject site.

Exhibit 27
Market Expansion Impact on Consumer Spending

	1997	2007	CAGR (a)
Market Inventory and Visitation Growth Rates:			
Number of Hotel Rooms (b)	105,347	132,947	2.4%
Number of Visitors (b)	30,605,128	39,196,761	2.5%
Spending Per Trip (b)			
Food and Drink	$123.87	$254.49	7.5%
Shopping	$74.77	$114.50	4.4%
Total	$198.64	$368.99	6.4%
Aggregate Spending (c)	$6,079,402,626	$14,463,212,841	9.1%

(a) Compound annual growth rate.
(b) Source: Las Vegas Visitors and Convention Authority.
(c) Spending per trip multiplied by number of trips (visitors).

APPLIED ANALYSIS

RETAILER DEMAND

This section of the report reviews indicators of demand for retailers to locate their business in the District and specifically addresses the requirements outlined in NRS 271A.080.6(a). Generally speaking, retailers evaluate several factors when determining in which locations to open retail shops. According to *Market Analysis for Valuation Appraisals*:[24]

> *Shopping centers are based on the principle of cumulative attraction which recognizes that a location in a retail cluster brings a retailer more customer traffic than the retailer would have if it were located by itself. The benefits of increased customer traffic outweigh the negative effects of the store's proximity to competitors.*

The author continued to discuss the market dynamics present with new retail development:[25]

> *Some directions already evident are the creation of new center types, an interest in middle market communities, the focus on in-fill locations previously bypassed or ignored, and the revitalization of downtown areas. However, if these directions are to succeed, and if the industry is to continue to grow, more sophisticated levels of site location and center planning, design, and operation are required. No longer is a location accessible to a large population the only criterion for success. Today a shopping center developer must have a clear and reliable understanding of all the dynamics of the marketplace before committing time and money to a project.*

Based on our discussions with the Company, it appears they understand the market dynamics taking place in downtown Las Vegas and similarly-situated markets[26] and have committed significant funding to the area to date.

The following provides the elements identified as key criteria and their rating the Project site. While this analysis is subjective, these criteria[27] are identified as elements

[24] Stephen F. Fanning, MAI, Terry V. Grissom, MAI and Thomas D. Pearson, MAI, *Market Analysis for Valuation Appraisals*, Appraisal Institute.
[25] Id.

[26] According to CIM's website, "The cornerstone of CIM Group's success has been its proprietary approach in determining what creates value in densely-populated areas. During the past 14 years, CIM has qualified 83 urban communities and has made investments in 30 of them. Each community must meet such criteria as improving local economic and demographic trends, public sector commitment to real estate redevelopment, private sector real estate activity, and opportunities for additional real estate transactions."

[27] Stephen F. Fanning, MAI, Terry V. Grissom, MAI and Thomas D. Pearson, MAI, *Market Analysis for Valuation Appraisals*, Appraisal Institute.

to consider during the valuation process of a retail center. We believe these retailers will also consider these criteria when considering a location at the Project.

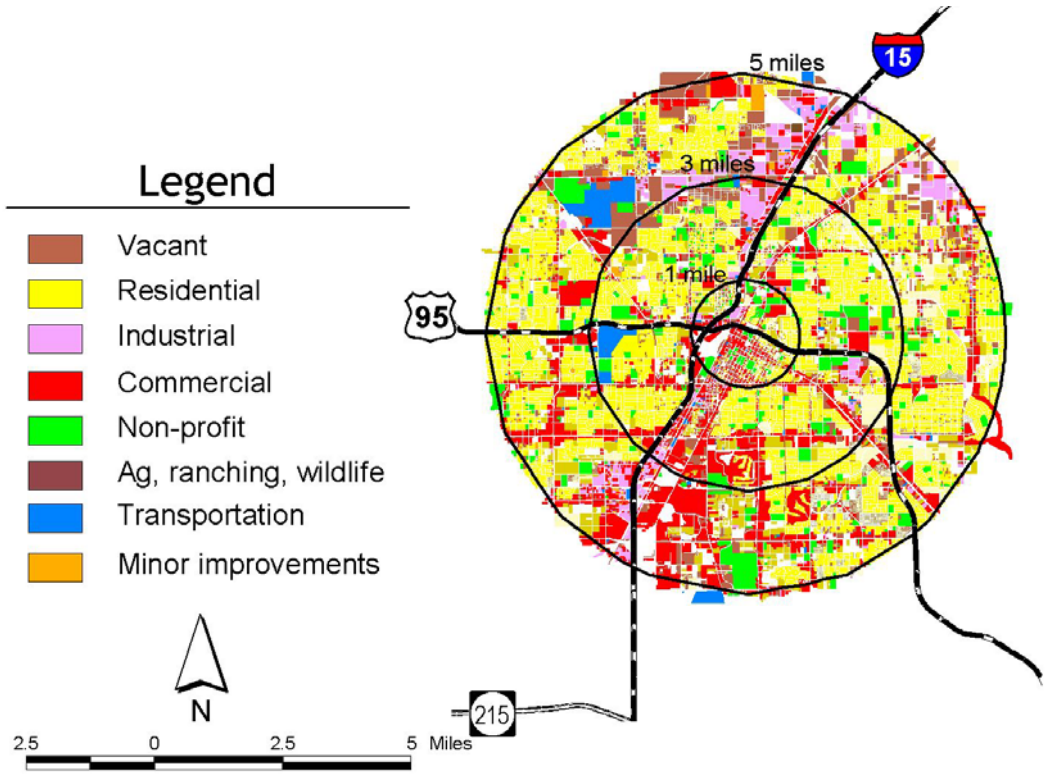
Criteria	Project Rating	Comments
Location:		
Proximity to Major Highway	High	Adjacent to US-95
Proximity to Res. Housing	Low	The area is dominated by temporary residents (hotel guests)
Proximity to Other Customers	High	The area is dominated by temporary residents (hotel guests)
Traffic Volume by Site	High	Average daily traffic volumes along US-95 are 155,000 cars
Parking	TBD	A multi-story parking garage is programmed on-site
Landscaping	TBD	Landscaping will likely be limited given the project density
Exterior Access	High	Access from major thoroughfares & frontage provides access
Visibility	High	Visibility is significant and substantial signage is programmed
Building Improvements	TBD	The level of programmed investment is significant

The forecasted retail sales activity reported in the preceding sections demonstrates the market potential of the Mixed-Use Development. It is also worth noting the Mixed-Use Development has the potential to receive certain public financial incentives, which should provide for a competitive pricing structure to retail tenants. Based on the Mixed-Use Development forecasts combined with qualitative characteristics that retailers seek out and the source of taxable retail sales noted in the following section, it appears reasonable that retailers will locate to the Mixed-Use Development.

SOURCE OF TAXABLE RETAIL SALES

This section of the report analyzes the source of the preponderance of the increase in proceeds of sales and use taxes and specifically addresses the requirements outlined in NRS 271A.080.6(b). On the surface, it is logical that development designed to target tourists, which includes lodging on-site, will cater primarily to out-of-town visitors, rather than local residents. That said, it is necessary to analyze the anticipated spending volumes by reviewing the current mix of consumption in the area. The following provides a graphical representation of land uses within the area; it is worth noting the commercial (inclusive of tourism) uses in the downtown area.

Exhibit 28
Market Area Land Use



The spending patterns of visitors and residents were modeled independently. The results of the analysis follow.

VISITOR SPENDING

Given the proposed uses at the site, the primary sources of taxable sales activity will be eating and drinking places (restaurants and bars), along with general merchandise stores and outlets. As such, AA conducted a multi-step approach to estimating visitor spending. The first step was to determine the number of full-time equivalent visitors in the area based on the number of hotel rooms, occupancies and occupants per room. To evaluate the impacts on an order-of-magnitude basis, AA reviewed trade areas within 1, 3 and 5 miles of the site.

In the second step of this analysis, AA reviewed the average consumer spending on eating, drinking and shopping, the primary sources of taxable revenue on the site. In the immediate area, estimates were derived from consumers surveyed in the downtown area, which is encompassed by a one-mile radius from the site. Broader estimates were utilized for the larger 3 and 5-mile regions that are more reflective of the average consumer spend on these categories.

The third step in the analysis was to convert the full-time equivalent visitors into the actual number of trips by visitors. This was necessary as spending data was calculated on a per-trip basis, rather than per day. These factors were then converted into total taxable spending. The results are delineated below.

Exhibit 29
Computation of Non-Nevada Visitor Taxable Spending by Market Area

	1 Mile	3 Mile	5 Mile
Number of Full-Time Equivalent Visitors			
Number of Hotel Rooms (a)	11,161	28,836	80,481
Average Occupancy Estimate (b)	85%	85%	85%
Average Number of Occupants Per Room (c)	2.2	2.2	2.2
Total Number of Visitor Nights to Market Area Per Day	20,871	53,923	150,499
Total Number of Visitor Nights to Market Area Per Year	7,617,941	19,682,012	54,932,307
Total Number of Non-Nevada Visitor Nights to Market Area Per Year (d)	7,549,379	19,504,874	54,437,916
Consumer Spending Per Trip by Visitors (e)			
Food and Drink (f)	$142.70	$221.30	$221.30
Shopping (g)	$65.95	$104.09	$104.09
Total	$208.64	$325.39	$325.39
Average Length of Stay (in nights) per Visitor	3.6	3.6	3.6
Total Number of Trips (Visitor Nights/Length of Stay)	2,097,050	5,418,020	15,121,643
Total Taxable Spending by Non-Nevada Visitors on Eating, Drinking and Shopping	**$437,530,780**	**$1,762,951,050**	**$4,920,379,506**

(a) Source: Extracted from Clark County Assessor's Office parcel-level data.

(b) Based on a discount to the market-wide average of 89.3 percent reported by the Las Vegas Convention and Visitors Authority for the first six months of 2008 for all hotels and motels.

(c) Per Las Vegas Convention and Visitors Authority Visitor Profile 2007.

(d) Adjusted for Nevada visitors by AA and allocation methodology confirmed as reasonable by the LVCVA.

(e) Analysis considers spending categories likely available at the subject site.

(f) Per Las Vegas Convention and Visitors Authority Visitor Profile 2007 and adjusted by AA for non-taxable consumption, including gratuities.

(g) Per Las Vegas Convention and Visitors Authority Visitor Profile 2007 and adjusted by AA for non-taxable consumption, including items shipped out of state.

APPLIED ANALYSIS

RESIDENT SPENDING

With spending estimates for visitors determined, the second phase of the analysis is to perform a similar analysis for estimated spending by residents. AA obtained market data from Claritas, a national provider of demographic and consumer data. For the same trade areas, AA estimated total consumer resident taxable consumer spending based on the population and their spending profile on selected goods likely to dominate the tenant mix at the subject site. These categories included eating and drinking outlets, apparel and a number of other categories comparable to those profiled in the visitor spending section above. The results are as follows.

Exhibit 30
Computation of Resident Taxable Spending by Market Area

	1 Mile	3 Mile	5 Mile
Population (a)	25,166	185,646	477,926
Taxable Spending Per Capita (b)	$4,611	$5,085	$5,814
Total Taxable Spending by Residents	**$116,040,305**	**$943,927,763**	**$2,778,489,310**

(a) Source: Claritas

(b) Source: Claritas - Based on various spending categories, including eating and drinking, apparel, entertainment, housewares, personal care, etc. Estimates adjusted for non-taxable spending, including gratuities and items shipped out of state.

PREPONDERANCE COMPUTATION

Based on the results of the two preceding subsections, the following compares the estimated consumer spending by source.

APPLIED ANALYSIS

Exhibit 31
Comparison of Resident and Visitor Taxable Spending by Market Area

	1 Mile	3 Mile	5 Mile
Spending by Non-Nevada Visitors	$437,530,780	$1,762,951,050	$4,920,379,506
Share of Spending by Non-Nevada Visitors	79.0%	65.1%	63.9%
Spending by Residents	$116,040,305	$943,927,763	$2,778,489,310
Share of Spending by Residents	21.0%	34.9%	36.1%
Total Taxable Spending by Non-Nevada Visitors and Residents	**$553,571,085**	**$2,706,878,812**	**$7,698,868,816**

Non-Nevada visitors are estimated to comprise 64 to 79 percent of taxable consumer spending in the area. The results are primarily attributable to the large number of hotel rooms within the area that cater to non-resident consumers. Similar profiles and spending patterns have supported retail venues such as the Forum Shops at Caesars Palace, the Grand Canal Shoppes at The Venetian, Miracle Mile at Planet Hollywood, the Las Vegas Premium Outlets downtown and the newly opened Town Square. Proximity to lodging accommodations has been a principal driver of success and sales. That said, the expectation that visitors will dominate the customer mix at the subject site is reasonable.

ECONOMIC IMPACT CONSIDERATIONS

In addition to the quantifiable fiscal impacts associated with the proposed development, it is also important to note that a number of economic benefits will likely inure from the proposed development. Potential benefits include economic expansion and diversification, expansion of the overall employment base and creation of wage and salary payments for local residents.

To identify and model the impacts in the southern Nevada economy, IMPLAN (Impact Analysis for Planning) software and databases were used. IMPLAN is an input-output model (or econometric system). It utilizes complex economic equations to explain how the "outputs" of one industry become the "inputs" of others, and vice versa. This relationship is sometimes referred to as the "multiplier effect," illustrating how changes in one sector of the economy can affect other sectors.

The notion of multipliers rests upon the difference between an "initial effect" and the "total effects" of that change or stimulus. Generally speaking, these effects are segmented into direct impacts, indirect impacts and induced impacts. Each is described below.

APPLIED ANALYSIS

1. ***Direct impacts*** measure the effects of the specific impacting force being considered. In this case, for example, retail-related positions generated by the Mixed-Use Development are considered direct jobs and the wages and salaries they are paid are considered direct personal income.

2. ***Indirect impacts*** consider how other businesses respond to the impacting condition. Employees of clothing suppliers, for example, are considered indirect employees to the extent their jobs are dependent, in full or in part, on the suppliers' income generated by the Mixed-Use Development-related purchases.

3. ***Induced impacts*** measures the effects of increased (or decreased) consumer expenditures resulting from wage and salary payments sourced to an impacting condition. In the present case, for example, if a new person were to be employed by the Mixed-Use Development, she might be expected to spend a portion of her monthly salary at the supermarket, the local movie theater or on a family vacation. Induced effects capture the impacts of this spending as it "ripples" through the local economy.

4. ***Total effects*** are the sum of direct, indirect and induced effects.

Input-output models, as is the case with all econometric models, are not without their limitations. The statistical model used in this analysis, IMPLAN, for example, assumes that capital and labor are used in fixed proportions. This means that for every job created or lost, a fixed change in investment, income and employment results. In reality, developers, consumers and governments respond to stimuli in complex ways, including changing the mix of capital or labor as well as the types and frequencies of investment. Importantly, each impacting force has its own unique characteristics, affecting how consumers and businesses respond to the given change.

From an economic impact perspective, this analysis considers the effects during the construction phase and the operations following the completion of construction.

APPLIED ANALYSIS

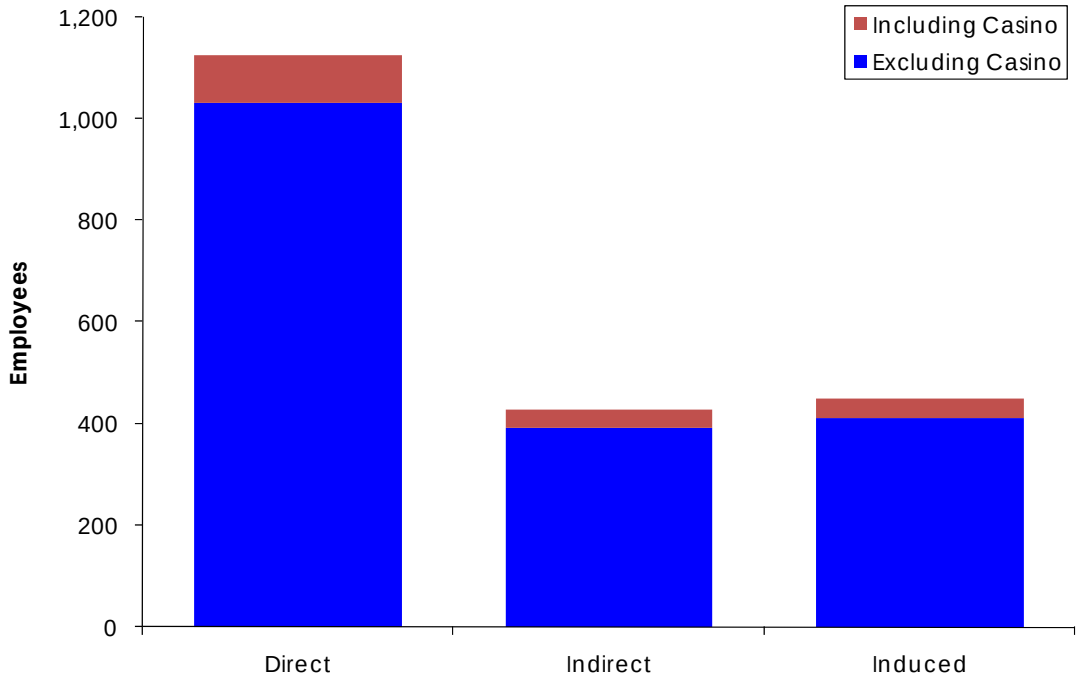
CONSTRUCTION PHASE

Exhibit 32
Construction Phase Impact Summary
(One-Time Impacts; $ in Millions)

	Employment	Wage & Salary Payments	Economic Output
All Programmed Uses (Including Casino)			
Direct	1,125	$48	$208
Indirect	427	$13	$52
Induced	450	$12	$49
Total	**2,003**	**$73**	**$309**
All Programmed Uses (Excluding Casino)			
Direct	1,031	$44	$191
Indirect	392	$12	$48
Induced	412	$11	$45
Total	**1,835**	**$66**	**$283**

Exhibit 33: Construction Employment Impacts

Total Clark County Impact = 2,003 Person Years of Employment



APPLIED ANALYSIS

Exhibit 34: Construction Wage & Salary Impacts

Total Clark County Impact = $73 million; Average Annual Direct Salary = $42,690

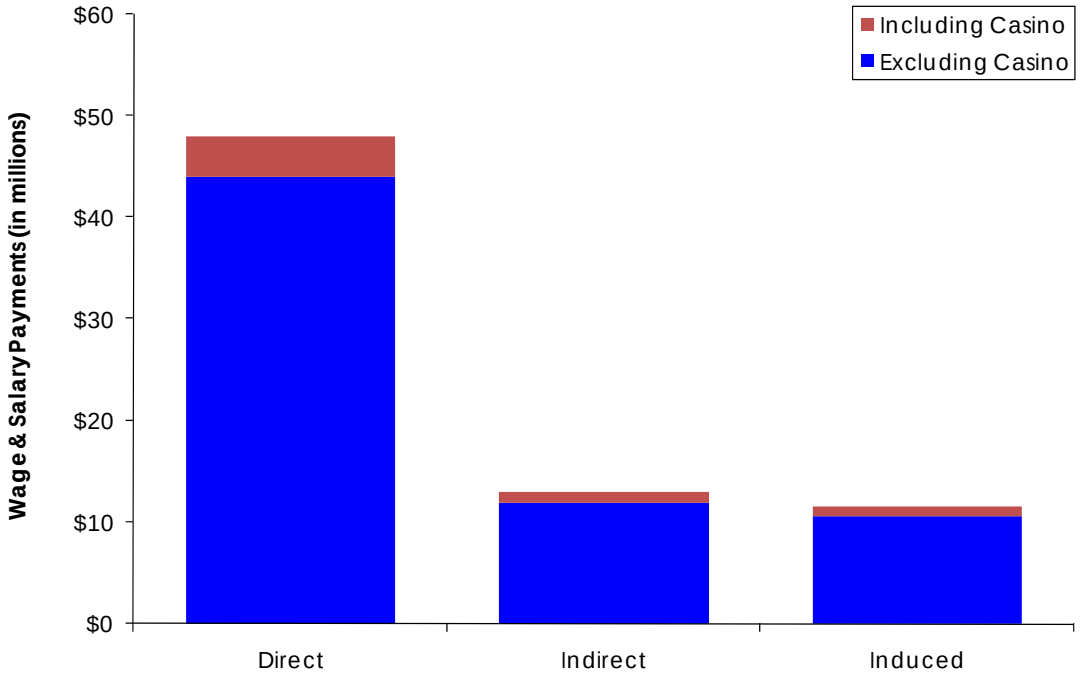
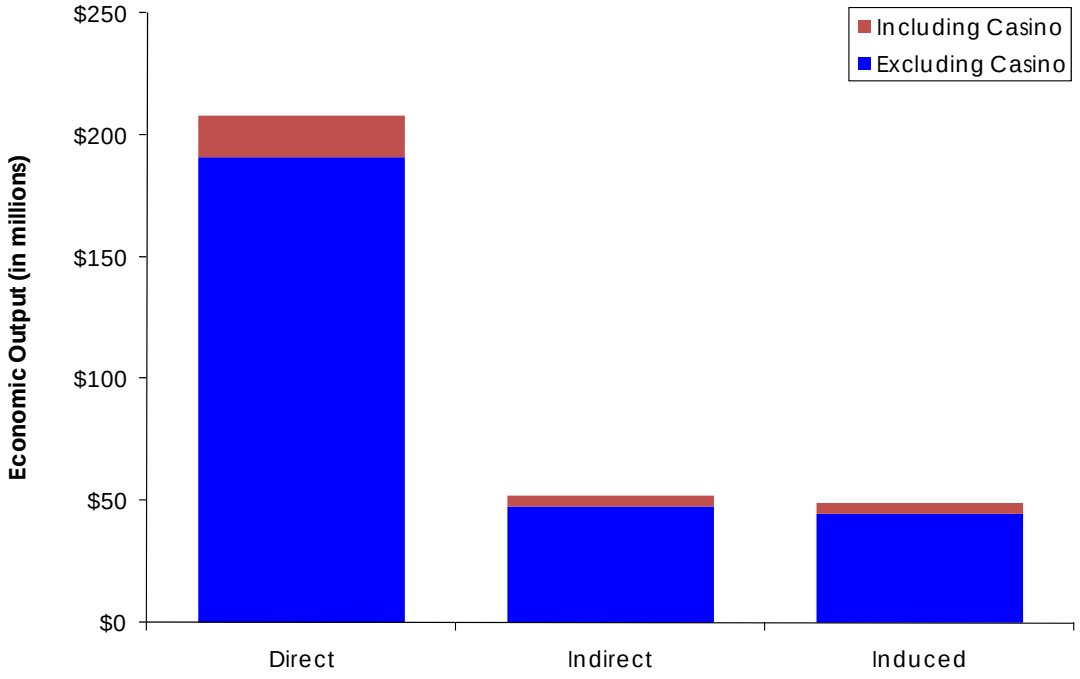


Exhibit 35: Construction Economic Output Impacts

Total Construction Costs = $208 million (excluding land and finance costs)

Aggregate Spending in Clark County = $309 million

For Every $1.00 Spent a Total of $1.49 Is Spent Throughout Clark County



APPLIED ANALYSIS

OPERATIONS PHASE

Exhibit 36
Operations Phase Impact Summary
(Annual Impacts; $ in Millions)

	Employment	Wage & Salary Payments	Economic Output
Proposed Development			
Direct			
Retail	505	$27	$52
Museum (Former Post Office)	89	$4	$17
Office	846	$35	$68
Hotel	199	$12	$25
Casino	256	$8	$43
Total	1,895	$85	$206
Indirect			
Retail	102	$4	$11
Museum (Former Post Office)	74	$3	$7
Office	190	$7	$18
Hotel	46	$2	$6
Casino	79	$4	$10
Total	492	$19	$51
Induced			
Retail	189	$7	$19
Museum (Former Post Office)	90	$3	$9
Office	255	$9	$26
Hotel	75	$3	$8
Casino	127	$5	$13
Total	736	$26	$76
Total			
Retail	796	$37	$83
Museum (Former Post Office)	253	$9	$33
Office	1,292	$51	$112
Hotel	320	$16	$39
Casino	462	$16	$66
Total	**3,123**	**$130**	**$333**

APPLIED ANALYSIS

Exhibit 37: Operations Employment Impacts

Total Clark County Impact = 1,895 Persons Employed Annually

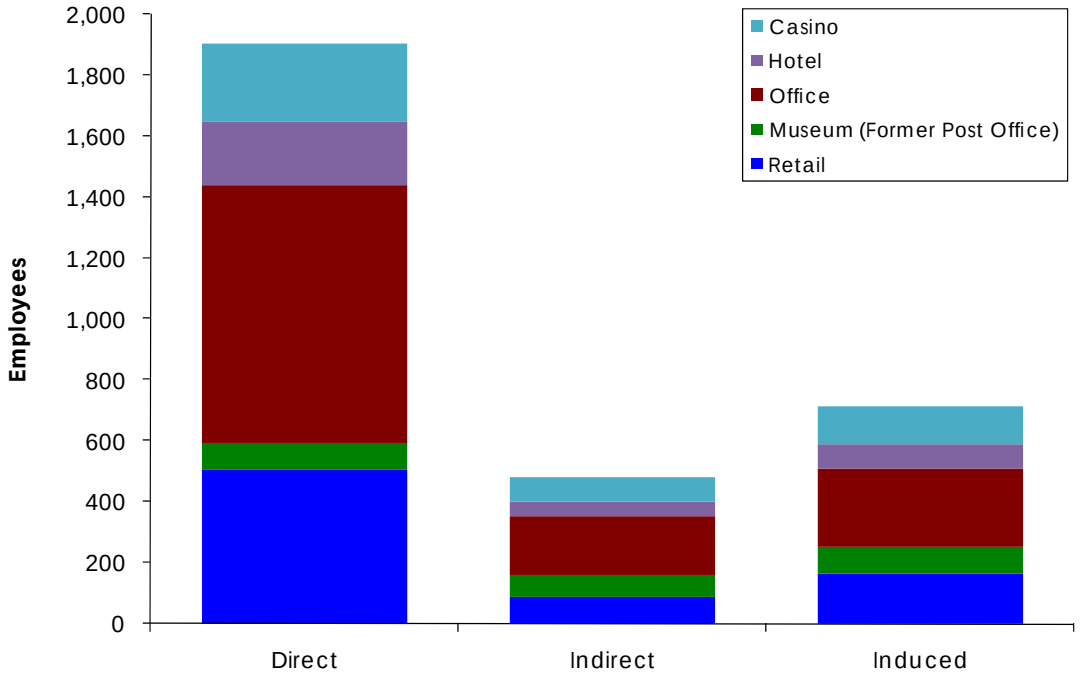


Exhibit 38: Operations Personal Income Impacts

Total Wages & Salaries Paid = $85 million

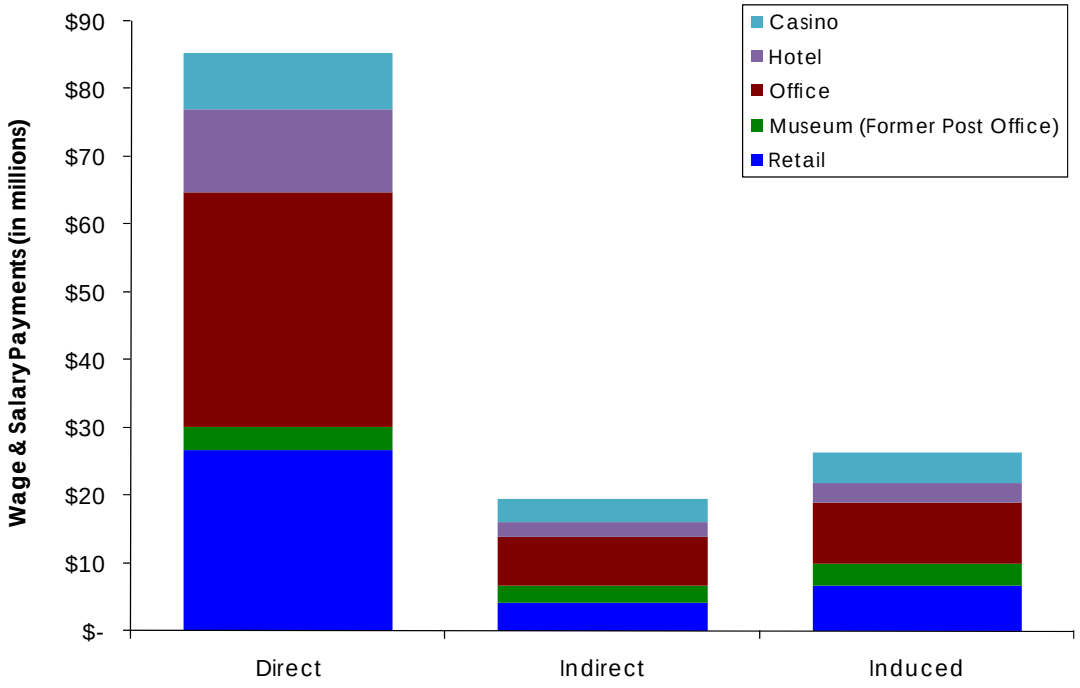
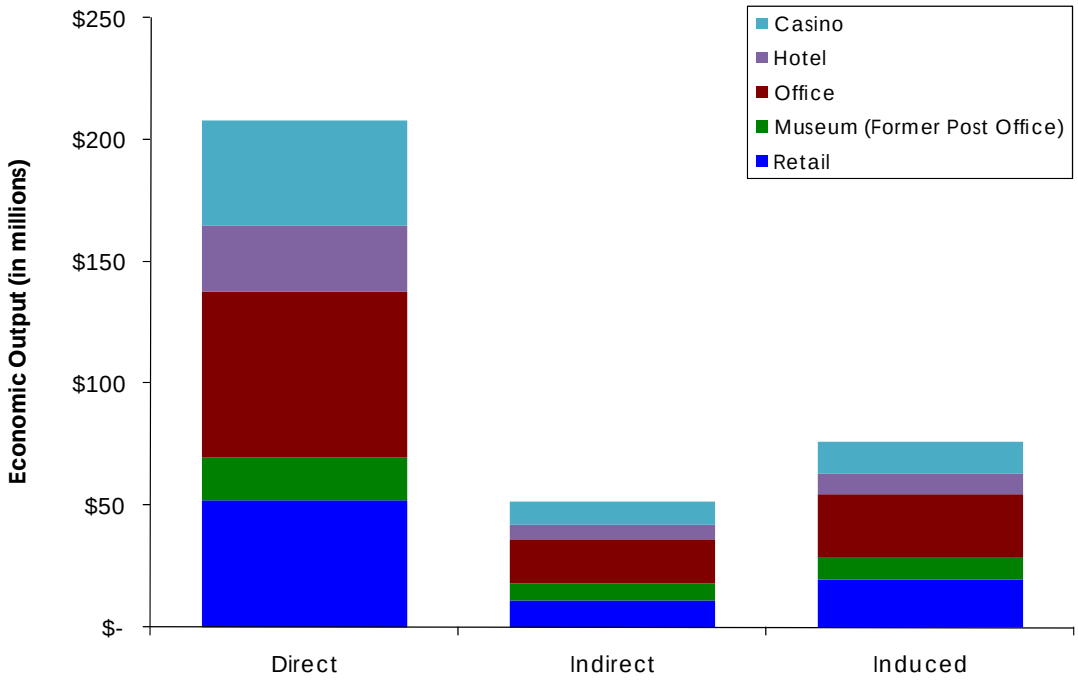


Exhibit 39: Economic Output Impacts

Direct Annual Economic Output = $206 million

Total Economic Annual Output = $333 million

For Every $1.00 Spent a Total of $1.62 Will Be Spent Throughout the Economy



INTENDED USE OF THIS STUDY

The objective of this analysis is to address three key specific requirements identified in *Chapter 271A – Tourism Improvements* of the Nevada Revised Statutes:

1. Will the Project and the financing thereof have a positive fiscal effect on the provision of local government services? *(addressing requirements outlined in NRS 271A.080.3(a) – (d))*

2. As a result of the Project, will retailers locate their businesses within the District and will there be a substantial increase in the proceeds from the sales and use taxes remitted by retailers within the District? (addressing requirements outlined in NRS 271A.080.6(a))

3. As a result of the Project, will the preponderance of the increase in proceeds from sales and use taxes be attributable to transactions with tourists who are not residents of the state of Nevada? (addressing requirements outlined in NRS 271A.080.6(b))

APPLIED ANALYSIS

PERTINENT DATES

Preparation of this written summary was completed on November 30, 2008. Generally speaking, the data referred to herein are as of October 2008, the most recent data available at the time this report was drafted.

EXTENT OF THE DATA COLLECTION PROCESS, MARKET RESEARCH, AND UNDERLYING ANALYSES

At the time this report was drafted, incomplete information was available regarding the programmed tenant mix and potential performance. As such, several assumptions were derived from publicly-available datasets to supplement our analysis. Note that totals may not sum due to rounding.

Included in this report is an overview and analysis of the potential economic and revenue impacts associated with the Mixed-Use Development in Las Vegas, Nevada after giving effect to the creation of the District. Data used in this analysis were obtained from the Company and third-party data providers, including state and local governments and agencies. While we have no reason to doubt the accuracy of the information referenced herein, we have neither audited these data nor performed thorough review and assurance procedures, and as such, AA can make no representations or assurances as their completeness or usefulness for all purposes.

AA was not retained to perform a market or financial feasibility study for the District. The analysis contained herein assumes that the construction and operation of the Mixed-Use Development is feasible, that sufficient demand exists to support the Mixed-Use Development as planned and management will be both competent and effective. Operational impacts assume stabilized performance in hypothetical future years. Unless stated otherwise all figures are expressed in constant 2008 dollars.

Fiscal estimates were developed by AA based on information available from public state and local sources, including, without limitation, the Nevada Department of Taxation, the Nevada State Gaming Control Board, the Clark County Assessor's Office, the Nevada Department of Employment, Training and Rehabilitation and Clark County. We have focused on the largest sources of revenue due to the volume and *de minimis* nature of minor sources.

January 16, 2009

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Attn: City Council

Ladies and Gentlemen:

We (the "Developer") and you (the "City") have entered into a Disposition and Development Agreement dated July 2, 2008 (the "DDA"). Terms not otherwise defined herein have the meanings ascribed to them in the DDA.

The DDA concerns the development of certain parcels of land in the City, including the Lady Luck Site and certain of the properties situated in the area bounded by Casino Center Drive, U.S. Highway 95, 4th Street and Stewart Avenue (the area bounded by Casino Center Drive, U.S. Highway 95, 4th Street and Stewart Avenue is herein the "TID Site"). The Developer is requesting that the City form a Tourism Improvement District (the "TID") under Chapter 271A of Nevada Revised Statutes ("NRS") whose boundaries generally consist of the TID site. The purpose of this letter is to provide the City with certain information to assist it in making the findings it is required to make under Chapter 271A of NRS in order to form the TID.

Developer intends to proceed with the development of the Lady Luck Site and achieve the requirements of the Lady Luck Threshold in a timely fashion, so as to satisfy the condition precedent described in Section 8.02 of the DDA to acquisition of the ENA Conveyance Site.

In addition, Developer intends to proceed with the acquisition and development of the ENA Conveyance Site in a timely fashion, in the manner described in and in full compliance with the requirements of Section 8.04 of the DDA and Exhibit I thereto. That development is described as the "Mixed-Use Development" in the report entitled "*Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements*" prepared by Applied Analysis, dated November 30, 2008.

Developer has the financial ability to carry out the development of the Lady Luck Site and the acquisition and development of the ENA Conveyance Site as described in the preceding two paragraphs, as further evidenced by the attached two "COMMITMENT TO FUND EQUITY AND MORTGAGE LOAN" letters from CIM Fund III, L.P. Developer and CIM Fund III L.P. have furnished information about

(i) the cost of the development of the Lady Luck Site and the acquisition and development of the ENA Conveyance Site as described in the preceding two paragraphs carrying and

(ii) their respective financial conditions that demonstrate the financial ability of the Developer and CIM Fund III, L.P. as described in this paragraph to Keyser Marston Associates, Attn. Timothy C. Kelly (the "Reviewer"). Developer understands that the

Reviewer will review this information and provide a statement to the City based on this information to assist the City in confirming the financial ability of Developer and CIM Fund III, L.P. to carry out the development of the Lady Luck Site and the acquisition and development of the ENA Conveyance Site as described in the preceding two paragraphs.

Nothing in this letter shall amend or waive any rights or responsibilities set forth in the DDA, or impose any additional obligations not expressly set forth in the DDA, and all such rights are reserved.

Thank you very much for your assistance on this project.

Sincerely,

CIM/LL Manager, LLC

By: _____

Title: ~~Nicholas V. Morosoff~~ Secretary

cc: Office of Business & Development, Attn: Scott Adams, Director

CIM FUND III, L.P.

COMMITMENT TO FUND EQUITY AND MORTGAGE LOAN

January 16, 2009

CIM/LL Manager, LLC
6922 Hollywood Blvd., 9th Floor
Los Angeles, CA 90028

Re: Property Name: Lady Luck Hotel & Casino

Ladies and Gentlemen:

CIM Fund III, L.P. ("CIM FUND" or the "Lender") is pleased to issue this Commitment (this "Commitment") to CIM/LL Manager, LLC (the "Developer") to make (i) an equity contribution to Developer (the "Equity Contribution") and (ii) a first mortgage loan (the "Loan") to be secured by the property described in Exhibit A (the "Property") on the terms and conditions set forth herein, in Exhibits A and B attached hereto and made a part hereof and in the Final Approval Letter (defined below), if issued.

CIM FUND agrees to make, or cause to be made, the Equity Contribution and the Loan to an entity or entities primarily affiliated with the Developer (the "Borrower") provided that the items set forth below are satisfied.

CIM Fund's agreement to fund the Equity Contribution and the Loan is contingent upon its receipt and approval of the following:

1. The City of Las Vegas (the "City") shall not have improperly withheld issuance of any and all building permits (including without limitation excavation, grading and building permits, referred to collectively as the "Permits") required for the commencement and continuation of construction of the hotel and casino rehabilitation on the Property (the "Project"), and such issuance shall not be prevented or delayed by any moratorium on the issuance of any or all Permits.

2. The Title Company has irrevocably committed to issue a Lender's Title Policy.

3. Developer shall have obtained a take out commitment from a permanent lender reasonably acceptable to Lender in an amount no less than the amount of the Loan.

Notwithstanding anything contained in this Commitment to the contrary, under no circumstances shall Developer or Borrower be entitled to specific performance of this Commitment or any term or condition hereof. Developer specifically acknowledges for itself and on behalf of

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Borrower that it has an adequate remedy at law in the event of any breach of this Commitment by Lender.

This Commitment shall expire and be of no further force and effect on the Outside Closing Date (as defined in Exhibit A), by which time the Loan must be closed subject to all of the terms and conditions contained herein and in the Final Approval Letter, if issued.

The provisions of this Commitment cannot be waived or modified unless such waiver or modification is in writing and signed by both CIM FUND and the Developer. The Loan Commitment and related materials submitted to CIM FUND shall survive the issuance of this Commitment.

This Commitment may be executed in one or more counterparts each of which shall constitute an original document and all of which together shall constitute one document. Developer has executed this Commitment for itself and on behalf of Borrower, and there are no third party beneficiaries to this Commitment.

Your signature below will evidence your acceptance of the terms of this Commitment.

Very truly yours,

CIM FUND III, L.P.
by: CIM Fund III GP, LLC, its general partner

By: _____
Name: Avraham Shemesh
Title: Treasurer

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This Commitment is hereby
confirmed and accepted
as of JAN 21, 2009

CIM/LL Manager, LLC

By: _____

Name: Nicholas V. Moroseoff
Title: Secretary

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EXHIBIT A

The Property

Name:	Lady Luck Hotel and Casino
Use:	Extensive rehabilitation of existing Lady Luck Hotel and Casino. Current improvements consist of 631 hotel rooms, 50,000 square feet of casino space and 22,000 square feet of retail space.
Land Area:	6.27 acres.
Approved Development Cost Estimate:	$117,821,075 (includes hard costs, plus soft costs equal to 20% of hard costs)
Equity Amount:	The excess of the Approved Development Cost Estimate over the Loan Amount
Loan Amount:	An amount of up to 60% of the Approved Development Cost Estimate.
Loan Term:	Five years from the first day of the first calendar month following the Closing Date, or such other term as agreed upon by Developer and Lender.
Interest Rate:	2.25% over the 90 day LIBOR rate, or such other interest rate as agreed upon by Developer and Lender. Interest on the Loan will be payable monthly in arrears and shall be computed on the basis of the actual number of days elapsed in the period for which such interest is payable by a daily rate based on a 360 day year.
Regularly Scheduled P&I Payment:	After the construction period, the regularly scheduled monthly principal and interest payment will be calculated by Lender based on a constant stream of level monthly payments of principal and interest which would be sufficient to fully amortize the Loan over thirty (30) years from the end of the construction period.

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EXHIBIT B

Summary of Terms

Borrower:	The borrower identified below (the "Borrower") will be a newly-formed, single purpose, bankruptcy remote entity including a managing member that is also a single purpose entity (Bankruptcy remote status will require a non-consolidation opinion and an independent director) formed exclusively for the purpose of owning and operating the Property which meets the requirements set forth on the BRE/SPE Addendum attached hereto.
Loan Constant:	The Loan Constant shall be (i) the sum of twelve (12) Regularly Scheduled P&I Payments divided by (ii) the Loan Amount.
Collateral:	First lien on the land and all improvements located at the property described in Exhibit A. First security assignment of all leases, rents and contracts affecting the Property. First lien on all personal property, fixtures and equipment of the Borrower on or used in connection with the Property.
Closing Date:	The Closing Date will be the date the Loan is actually funded, which shall occur on or before the Outside Closing Date.
Outside Closing Date:	December 31, 2010
Prepayment:	The Borrower may not prepay the Proposed Loan other than pursuant to the terms hereof.
Loan Documentation:	It is understood that the mortgage loan documents, including, but not limited to, the promissory note, mortgage and related collateral documents required by Lender (collectively, the "Loan Documents"), must be on Lender's forms without substantial changes to enable the Loan to be eligible for inclusion in a possible securitization pool. The Loan must meet standards for the commercial mortgage securitization market as determined by CIM FUND from time to time. Borrower and Developer must assure compliance in this regard.
Title Insurance Policy and Financing Statement Certificates:	Applicant shall deliver to Lender a preliminary title report and, at closing, a full-coverage mortgagee's title insurance policy, issued by Old RepublicTitle Company or another company approved by Lender together with such endorsements as may be required by Lender. The form and content of the title insurance policy shall be satisfactory to Lender. In addition, Applicant will deliver to Lender satisfactory judgement, tax lien, UCC and bankruptcy searches in those jurisdictions and against those individuals and entities required by Lender. Applicant shall pay all title insurance and search costs. .
Recording Costs:	Borrower shall pay all recording costs, mortgage taxes, transfer taxes, intangible taxes, documentary stamps, filing fees and any other costs as may be necessary to effect the recording of the mortgage instrument, filing and recording of financing statements and recording of any other necessary instruments.

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Ongoing Escrow:	Starting on the Closing Date, Borrower shall deposit with Lender escrows to assure adequate accrual of funds to pay real estate taxes, insurance, ongoing maintenance reserves, and leasing commissions and tenant improvements, all in amounts deemed adequate by Lender, but not less than such minimum amounts as may be noted in Exhibit A.
Required Information:	Borrower or Developer shall provide all items outlined in (a) through (t) in the Commitment in form and substance satisfactory to Lender not less than five business days prior to the Rate Lock Date.
Current As-built Survey:	Borrower shall deliver to Lender a current as-built ALTA/ACSM survey of the Property, certified within 30 days of closing, with such detail as required by Lender. The survey must be prepared by a state-licensed surveyor and be acceptable to Lender in all respects. Borrower shall pay all survey costs.
Expenses:	Borrower and/or Developer shall pay expenses of closing the Loan including, but not limited to, Borrower's legal fees, CIM Fund's legal fees and expenses as described above, costs of all third party studies (including accounting, environmental, engineering and appraisal), title insurance costs and all recording and filing fees and taxes.
Secondary Financing:	No additional financing of any type will be allowed on the Property, the Borrower or constituent interests in the Borrower.
Reporting Requirements:	During the Loan Term, Borrower and all indemnitors and guarantors of the Loan shall keep adequate books and records of account in accordance with GAAP and furnish to Lender the following, all as more particularly set forth in the Loan Documents: (i) On a monthly basis, rent rolls and property operating statements for the immediately preceding month or such prior period as Lender shall require, or if the Loan has been securitized or sold as a whole loan by Lender, quarterly and annual rent rolls and property operating statements; (ii) annual property operating statements and operating budgets; (iii) quarterly and annual balance sheets and profit and loss statements for the Property; and (iv) such other additional financial and management information as Lender may require from time to time.
Assumability:	An assumption of the Loan will be permitted on a three-time basis after the first year of the Loan Term, on payment of a one percent (1%) fee for the first assumption and a one-half percent (0.5%) fee for the 2nd and 3rd assumptions, and subject to Lender's approval of the transferees. Not withstanding the above, an assumption will be permitted during the first 12

	months if the Borrower provides the Lender with 90 days written notice.
Sale of Loan or Securities:	In the event the Loan is securitized or sold as a whole loan, Borrower agrees to meet with representatives of the national credit rating agencies and prospective purchasers and investors to discuss the business and operations of the Property and to cooperate with the reasonable requests of such representatives, purchasers, investors and CIM FUND.
Indemnity and Guaranty:	The Loan Documents shall contain an environmental indemnity and a guaranty of recourse obligations from Borrower and Developer, each of which shall be satisfactory in all respects to CIM FUND.

EXHIBIT C

SPE Addendum

CDM Fund's requirements for borrowing entity structures are set forth below.

A. SINGLE ASSET ENTITY ("SAE")

An SAE Borrower is a newly formed limited partnership, limited liability company or a corporation. The Borrower owns the encumbered real estate and incidental personal property necessary for the operation of such real estate. The CDM FUND mortgage is the Borrower's only debt (other than liabilities incurred by the Borrower in the ordinary course of its business that are related to the ownership of the real estate) and the Borrower agrees to the "separateness covenants" outlined in CDM Fund's standard mortgage. The separateness covenants must also be included in the Borrower's formation documents. On loans under $5 million, a single asset entity (SAE) is desired. For loans from $5 million up to $10 million, an SAE is required.

B. SINGLE PURPOSE ENTITY ("SPE")

An SPE will have one of two structures: (i) a limited partnership Borrower with a sole corporate general partner or (ii) a limited liability company Borrower with a sole corporate managing member. The Borrower meets all the requirements for an SAE above. In addition, the corporate general partner or managing member, as applicable, must in its formation documents agree to, among other things (a) the separateness covenants referred to above and (b) to limit its activities to the management of the Borrower. For loans from $10 million up to $15 million, an SPE is required.

C. BANKRUPTCY REMOTE SPE

A Borrower that is a bankruptcy remote, single purpose entity (SPE) meets all the requirements of an SPE above. In addition, (i) the corporate managing member or general partner must have at least one independent director, (ii) the unanimous consent of the directors is required for certain actions related to the general partner/managing member and Borrower which pertain to bankruptcy and other matters as set forth in the following paragraph and (iii) Borrower's counsel delivers a substantive non-consolidation opinion acceptable to CDM FUND.

The unanimous consent of the directors is required with respect to the general partner or managing member and the Borrower to (i) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any other similar official for the general partner/managing member or the Borrower; (iii) make any assignment for the benefit of creditors of the general partner/managing member or the Borrower; or (iv) take any action in furtherance of any of the foregoing.

A bankruptcy remote SPE is required on all loans of $15 million and above.

D. SEPARATENESS COVENANTS

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The mortgage sets forth the separateness covenants agreed to by the Borrower and to the extent required and applicable, its general partner or managing member, in order to maintain its SPE status.

The Borrower covenants and agrees that it does not and shall not and further (A) if Borrower is a limited partnership, its corporate general partner does not and shall not or (B) if Borrower is a limited liability company, its corporate managing member does not and shall not:

1. engage in any business or activity other than the ownership, operation and maintenance of the property, and activities incidental thereto;

2. acquire or own any material assets other than (i) the property, and (ii) such incidental personal property as may be necessary for the operation of the property;

3. merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case lender's consent;

4. fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the state where the property is located, if applicable, or without the prior written consent of lender, amend, modify, terminate or fail to comply with the provisions of Borrower's partnership agreement, article or certificate of incorporation, articles of organization or similar organizational documents, as the case may be;

5. own any subsidiary or make any investment in, any person or entity without the consent of lender;

6. commingle its assets with the assets of any of its members, general partners, affiliates, principals, or any other person or entity, nor fail to hold all of its assets in its own name;

7. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt, except for trade payables in the ordinary course of its business of owning and operating the property, provided that such debt is not evidenced by a note and is paid when due;

8. become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due;

9. fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of Borrower, the affiliates of a member, partner or principal of Borrower, and any other person or entity;

10. enter into any contract or agreement with any member, general partner, principal or affiliate of Borrower, guarantor or indemnitor, or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of the borrower, guarantor or indemnitor, or any member, general partner, principal or affiliate thereof;

11. seek the dissolution or winding up in whole, or in part, of Borrower;

12. fail to correct any known misunderstandings regarding the separate identity of Borrower;

13. hold itself out to be responsible for the debts of another person;

14. make any loans or advances to any third party, including any member, general partner, principal or affiliate of Borrower, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);

15. fail to file its own tax returns, not file a consolidated federal income tax return with any other entity;

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16. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that Borrower is responsible for the debts of any third party (including any member, general partner, principal or affiliate of Borrower, or any member, general partner, principal or affiliate thereof);

17. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

18. share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of Borrower, (ii) any affiliate of a general partner, principal or member of Borrower, or (iii) any other person or entity;

19. fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;

20. have its assets listed on the financial statement of any other entity;

21. fail to observe all applicable organizational formalities;

22. fail to pay the salaries of its own employees (if any) from its own funds;

23. fail to maintain a sufficient number of employees in light of its contemplated business operations;

24. fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

25. fail to use separate stationery, invoices, and checks bearing its own name;

26. pledge its assets for the benefit of any other person or entity, other than, with respect to the Borrower, in connection with the mortgage loan;

27. [with respect to a bankruptcy remote SPE, fail at any time to have at least one independent director not at the time of initial appointment, or at any time while serving as a director of the general partner/managing member, and has not been at any time during the preceding five (5) years: (a) a stockholder, director (with the exception of serving as the Independent Director of the general partner/managing member), officer, employee, partner, attorney or counsel of the general partner/managing member, the Borrower or any affiliate of either of them; (b) a customer, supplier or other person who derives any of its purchases or revenues from its activities with the general partner/managing member, the Borrower or any affiliate of either of them; (c) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person. (As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.)]

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CIM FUND III, L.P.

COMMITMENT TO FUND EQUITY AND MORTGAGE LOAN

January 16, 2009

CIM/LL Manager, LLC
6922 Hollywood Blvd., 9th Floor
Los Angeles, CA 90028

Re: Property Name: Las Vegas ENA Conveyance Site

Ladies and Gentlemen:

CIM Fund III, L.P. ("CIM FUND" or the "Lender") is pleased to issue this Commitment (this "Commitment") to CIM/LL Manager, LLC (the "Developer") to make (i) an equity contribution to Developer (the "Equity Contribution") and (ii) a first mortgage loan (the "Loan") to be secured by the property described in Exhibit A (the "Property") on the terms and conditions set forth herein, in Exhibits A and B attached hereto and made a part hereof and in the Final Approval Letter (defined below), if issued.

CIM FUND agrees to make, or cause to be made, the Equity Contribution and the Loan to an entity or entities primarily affiliated with the Developer (the "Borrower") provided that the items set forth below are satisfied.

CIM Fund's agreement to fund the Equity Contribution and the Loan is contingent upon its receipt and approval of the following:

1. The City of Las Vegas (the "City") shall have satisfied all Conditions Precedent to Developer's Purchase of the ENA Site, as defined in the Disposition Development Agreement between the City and the Developer, dated July 2, 2008 (the "DDA").

2. Developer, or any permitted nominee, assignee or successor in interest, shall have satisfied all Conditions Precedent to Developer's Purchase of ENA Conveyance Site, as defined in the DDA.

3. The City of Las Vegas (the "City") shall not have improperly withheld issuance of any and all building permits (including without limitation excavation, grading and building permits, referred to collectively as the "Permits") required for the commencement and continuation of construction of the mixed use project to be developed on the Property (the "Project"), and such issuance shall not be prevented or delayed by any moratorium on the issuance of any or all Permits.

4. The Title Company has irrevocably committed to issue a Lender's Title Policy.

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Borrower that it has an adequate remedy at law in the event of any breach of this Commitment by Lender.

This Commitment shall expire and be of no further force and effect on the Outside Closing Date (as defined in Exhibit A), by which time the Loan must be closed subject to all of the terms and conditions contained herein and in the Final Approval Letter, if issued.

The provisions of this Commitment cannot be waived or modified unless such waiver or modification is in writing and signed by both CIM FUND and the Developer. The Loan Commitment and related materials submitted to CIM FUND shall survive the issuance of this Commitment.

This Commitment may be executed in one or more counterparts each of which shall constitute an original document and all of which together shall constitute one document. Developer has executed this Commitment for itself and on behalf of Borrower, and there are no third party beneficiaries to this Commitment.

Your signature below will evidence your acceptance of the terms of this Commitment.

Very truly yours,

CIM FUND III, L.P.
by: CIM Fund III GP, LLC, its general partner

By: _____
Name: Avraham Shemesh
Title: Treasurer

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This Commitment is hereby
confirmed and accepted
as of JAN 21, 2009

CIM/L.I. Manager, LI.C

By: _____
Name: Nicholas V. Moroseff
Title: Secretary

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EXHIBIT A

The Property

Name:	Las Vegas ENA Conveyance Site
Use:	Mixed Use Project including (a) 200,000 square feet of retail, (b) 142,500 square feet of office, (c) a 500 room hotel, and (d) up to 30,000 square feet of gaming.
Land Area:	5.49 acres.
Approved Development Cost Estimate:	$311,939,377 (includes land acquisition, hard costs, plus soft costs equal to 20% of hard costs)
Equity Amount:	The excess of the Approved Development Cost Estimate over the Loan Amount.
Loan Amount:	An amount of up to 60% of the Approved Development Cost Estimate.
Loan Term:	Five years from the first day of the first calendar month following the Closing Date, or such other term as agreed upon by Developer and Lender.
Interest Rate:	2.25% over the 90 day LIBOR rate, or such other interest rate as agreed upon by Developer and Lender. Interest on the Loan will be payable monthly in arrears and shall be computed on the basis of the actual number of days elapsed in the period for which such interest is payable by a daily rate based on a 360 day year.
Regularly Scheduled P&I Payment:	After the construction period, the regularly scheduled monthly principal and interest payment will be calculated by Lender based on a constant stream of level monthly payments of principal and interest which would be sufficient to fully amortize the Loan over thirty (30) years from the end of the construction period.

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EXHIBIT B

Summary of Terms

Borrower:	The borrower identified below (the "Borrower") will be a newly-formed, single purpose, bankruptcy remote entity including a managing member that is also a single purpose entity (Bankruptcy remote status will require a non-consolidation opinion and an independent director) formed exclusively for the purpose of owning and operating the Property which meets the requirements set forth on the BRE/SPE Addendum attached hereto.
Loan Constant:	The Loan Constant shall be (i) the sum of twelve (12) Regularly Scheduled P&I Payments divided by (ii) the Loan Amount.
Collateral:	First lien on the land and all improvements located at the property described in Exhibit A. First security assignment of all leases, rents and contracts affecting the Property. First lien on all personal property, fixtures and equipment of the Borrower on or used in connection with the Property.
Closing Date:	The Closing Date will be the date the Loan is actually funded, which shall occur on or before the Outside Closing Date.
Outside Closing Date:	June 2, 2015
Prepayment:	The Borrower may not prepay the Proposed Loan other than pursuant to the terms hereof.
Loan Documentation:	It is understood that the mortgage loan documents, including, but not limited to, the promissory note, mortgage and related collateral documents required by Lender (collectively, the "Loan Documents"), must be on Lender's forms without substantial changes to enable the Loan to be eligible for inclusion in a possible securitization pool. The Loan must meet standards for the commercial mortgage securitization market as determined by CIM FUND from time to time. Borrower and Developer must assure compliance in this regard.
Title Insurance Policy and Financing Statement Certificates:	Applicant shall deliver to Lender a preliminary title report and, at closing, a full-coverage mortgagee's title insurance policy, issued by Old RepublicTitle Company or another company approved by Lender together with such endorsements as may be required by Lender. The form and content of the title insurance policy shall be satisfactory to Lender. In addition, Applicant will deliver to Lender satisfactory judgement, tax lien, UCC and bankruptcy searches in those jurisdictions and against those individuals and entities required by Lender. Applicant shall pay all title insurance and search costs. .
Recording Costs:	Borrower shall pay all recording costs, mortgage taxes, transfer taxes, intangible taxes, documentary stamps, filing fees and any other costs as may be necessary to effect the recording of the mortgage instrument, filing and recording of financing statements and recording of any other necessary

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instruments.

Ongoing Escrow: Starting on the Closing Date, Borrower shall deposit with Lender escrows to assure adequate accrual of funds to pay real estate taxes, insurance, ongoing maintenance reserves, and leasing commissions and tenant improvements, all in amounts deemed adequate by Lender, but not less than such minimum amounts as may be noted in Exhibit A.

Required Information: Borrower or Developer shall provide all items outlined in (a) through (t) in the Commitment in form and substance satisfactory to Lender not less than five business days prior to the Rate Lock Date.

Current As-built Survey: Borrower shall deliver to Lender a current as-built ALTA/ACSM survey of the Property, certified within 30 days of closing, with such detail as required by Lender. The survey must be prepared by a state-licensed surveyor and be acceptable to Lender in all respects. Borrower shall pay all survey costs.

Expenses: Borrower and/or Developer shall pay expenses of closing the Loan including, but not limited to, Borrower's legal fees, CIM Fund's legal fees and expenses as described above, costs of all third party studies (including accounting, environmental, engineering and appraisal), title insurance costs and all recording and filing fees and taxes.

Secondary Financing: No additional financing of any type will be allowed on the Property, the Borrower or constituent interests in the Borrower.

Reporting Requirements: During the Loan Term, Borrower and all indemnitors and guarantors of the Loan shall keep adequate books and records of account in accordance with GAAP and furnish to Lender the following, all as more particularly set forth in the Loan Documents:

(i) On a monthly basis, rent rolls and property operating statements for the immediately preceding month or such prior period as Lender shall require, or if the Loan has been securitized or sold as a whole loan by Lender, quarterly and annual rent rolls and property operating statements;

(ii) annual property operating statements and operating budgets;

(iii) quarterly and annual balance sheets and profit and loss statements for the Property; and

(iv) such other additional financial and management information as Lender may require from time to time.

Assumability: An assumption of the Loan will be permitted on a three-time basis after the first year of the Loan Term, on payment of a one percent (1%) fee for the first assumption and a one-half percent (0.5%) fee for the 2nd and 3rd assumptions, and subject to Lender's approval of the transferees. Not

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withstanding the above, an assumption will be permitted during the first 12 months if the Borrower provides the Lender with 90 days written notice.

Sale of Loan or Securities: In the event the Loan is securitized or sold as a whole loan, Borrower agrees to meet with representatives of the national credit rating agencies and prospective purchasers and investors to discuss the business and operations of the Property and to cooperate with the reasonable requests of such representatives, purchasers, investors and CIM FUND.

Indemnity and Guaranty: The Loan Documents shall contain an environmental indemnity and a guaranty of recourse obligations from Borrower and Developer, each of which shall be satisfactory in all respects to CIM FUND.

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EXHIBIT C

SPE Addendum

CIM Fund's requirements for borrowing entity structures are set forth below.

A. SINGLE ASSET ENTITY ("SAE")

An SAE Borrower is a newly formed limited partnership, limited liability company or a corporation. The Borrower owns the encumbered real estate and incidental personal property necessary for the operation of such real estate. The CIM FUND mortgage is the Borrower's only debt (other than liabilities incurred by the Borrower in the ordinary course of its business that are related to the ownership of the real estate) and the Borrower agrees to the "separateness covenants" outlined in CIM Fund's standard mortgage. The separateness covenants must also be included in the Borrower's formation documents. On loans under $5 million, a single asset entity (SAE) is desired. For loans from $5 million up to $10 million, an SAE is required.

B. SINGLE PURPOSE ENTITY ("SPE")

An SPE will have one of two structures: (i) a limited partnership Borrower with a sole corporate general partner or (ii) a limited liability company Borrower with a sole corporate managing member. The Borrower meets all the requirements for an SAE above. In addition, the corporate general partner or managing member, as applicable, must in its formation documents agree to, among other things (a) the separateness covenants referred to above and (b) to limit its activities to the management of the Borrower. For loans from $10 million up to $15 million, an SPE is required.

C. BANKRUPTCY REMOTE SPE

A Borrower that is a bankruptcy remote, single purpose entity (SPE) meets all the requirements of an SPE above. In addition, (i) the corporate managing member or general partner must have at least one independent director, (ii) the unanimous consent of the directors is required for certain actions related to the general partner/managing member and Borrower which pertain to bankruptcy and other matters as set forth in the following paragraph and (iii) Borrower's counsel delivers a substantive non-consolidation opinion acceptable to CIM FUND.

The unanimous consent of the directors is required with respect to the general partner or managing member and the Borrower to (i) file, or consent to the filing of, a bankruptcy or insolvency petition or otherwise institute insolvency proceedings or otherwise seek relief under any laws relating to the relief from debts or the protection of debtors generally; (ii) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any other similar official for the general partner/managing member or the Borrower; (iii) make any assignment for the benefit of creditors of the general partner/managing member or the Borrower; or (iv) take any action in furtherance of any of the foregoing.

A bankruptcy remote SPE is required on all loans of $15 million and above.

D. SEPARATENESS COVENANTS

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The mortgage sets forth the separateness covenants agreed to by the Borrower and to the extent required and applicable, its general partner or managing member, in order to maintain its SPE status.

The Borrower covenants and agrees that it does not and shall not and further (A) if Borrower is a limited partnership, its corporate general partner does not and shall not or (B) if Borrower is a limited liability company, its corporate managing member does not and shall not:

1. engage in any business or activity other than the ownership, operation and maintenance of the property, and activities incidental thereto;

2. acquire or own any material assets other than (i) the property, and (ii) such incidental personal property as may be necessary for the operation of the property;

3. merge into or consolidate with any person or entity or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case lender's consent;

4. fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, and qualification to do business in the state where the property is located, if applicable, or without the prior written consent of lender, amend, modify, terminate or fail to comply with the provisions of Borrower's partnership agreement, article or certificate of incorporation, articles of organization or similar organizational documents, as the case may be;

5. own any subsidiary or make any investment in, any person or entity without the consent of lender;

6. commingle its assets with the assets of any of its members, general partners, affiliates, principals, or any other person or entity, nor fail to hold all of its assets in its own name;

7. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt, except for trade payables in the ordinary course of its business of owning and operating the property, provided that such debt is not evidenced by a note and is paid when due;

8. become insolvent and fail to pay its debts and liabilities from its assets as the same shall become due;

9. fail to maintain its records, books of account and bank accounts separate and apart from those of the members, partners, principals and affiliates of Borrower, the affiliates of a member, partner or principal of Borrower, and any other person or entity;

10. enter into any contract or agreement with any member, general partner, principal or affiliate of Borrower, guarantor or indemnitor, or any member, general partner, principal or affiliate thereof, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of the borrower, guarantor or indemnitor, or any member, general partner, principal or affiliate thereof;

11. seek the dissolution or winding up in whole, or in part, of Borrower;

12. fail to correct any known misunderstandings regarding the separate identity of Borrower;

13. hold itself out to be responsible for the debts of another person;

14. make any loans or advances to any third party, including any member, general partner, principal or affiliate of Borrower, or any member, general partner, principal or affiliate thereof, nor buy or hold evidence of indebtedness issued by any other person or entity (other than cash and investment-grade securities);

15. fail to file its own tax returns, not file a consolidated federal income tax return with any other entity;

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16. fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that Borrower is responsible for the debts of any third party (including any member, general partner, principal or affiliate of Borrower, or any member, general partner, principal or affiliate thereof);

17. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

18. share any common logo with or hold itself out as or be considered as a department or division of (i) any general partner, principal, member or affiliate of Borrower, (ii) any affiliate of a general partner, principal or member of Borrower, or (iii) any other person or entity;

19. fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other person or entity;

20. have its assets listed on the financial statement of any other entity;

21. fail to observe all applicable organizational formalities;

22. fail to pay the salaries of its own employees (if any) from its own funds;

23. fail to maintain a sufficient number of employees in light of its contemplated business operations;

24. fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;

25. fail to use separate stationery, invoices, and checks bearing its own name;

26. pledge its assets for the benefit of any other person or entity, other than, with respect to the Borrower, in connection with the mortgage loan;

27. [with respect to a bankruptcy remote SPE, fail at any time to have at least one independent director not at the time of initial appointment, or at any time while serving as a director of the general partner/managing member, and has not been at any time during the preceding five (5) years: (a) a stockholder, director (with the exception of serving as the Independent Director of the general partner/managing member), officer, employee, partner, attorney or counsel of the general partner/managing member, the Borrower or any affiliate of either of them; (b) a customer, supplier or other person who derives any of its purchases or revenues from its activities with the general partner/managing member, the Borrower or any affiliate of either of them; (c) a person or other entity controlling or under common control with any such stockholder, partner, customer, supplier or other person; or (d) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other person. (As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.)]

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KEYSER MARSTON ASSOCIATES
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
ROBERT J. WETMORE
REED T. KAWAHARA

LOS ANGELES
CALVIN E. HOLLIS, II
KATHLEEN H. HEAD
JAMES A. RABE
PAUL C. ANDERSON
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY
DENISE BICKERSTAFF

SAN DIEGO
GERALD M. TRIMBLE
PAUL C. MARRA

To: Scott Auyong, Office of Business Development
City of Las Vegas

From: Keyser Marston Associates, Inc.

Date: January 27, 2009

Subject: Evidence of Financing - CIM Development of Lady Luck Site and ENA Conveyance Site

The City of Las Vegas has entered into a Disposition and Development Agreement (DDA) dated July 2, 2008 with the CIM/LL Manager, LLC (the "Developer") that assumes that the Developer would have the financial ability to carry out the development of the Lady Luck Site as described in the DDA and to carry out the acquisition and development of the ENA Conveyance Site as described in the DDA and the report entitled "*Proposed Tourism Improvement District, An Analysis of Selected Regulatory Requirements*" prepared by Applied Analysis, dated November 30, 2008 (the "Report"). The City has requested that Keyser Marston Associates, Inc. (KMA) confirm that the Developer has the financial ability to carry out the development Lady Luck Site as described in the DDA and development of the ENA Conveyance Site as described in the DDA and the Report (collectively, the Projects") based on the information provided by the Developer, including commitment letters dated January 16, 2009 for financing for the Developer from CIM Fund III, L.P. (the "Fund"), audited financial statements of the Fund, and other financial information provided by the Developer and the Fund. Pursuant the City's request, KMA has reviewed this information from the Developer and the Fund.

REVIEW OF FINANCING

The Developer has indicated that it will utilize financing from the Fund for the initial activities for the development of the Projects and then will obtain construction financing for some or most of the development activities. The Developer has represented, however, that it has sufficient funds available from the Fund to undertake the development of the Projects without construction financing, subject to the conditions in the commitment letters. Project development costs could amount up to $117,820,000 for

the Lady Lucky Site development and $311,940,000 for the ENA Conveyance Site development, totaling up to $429,760,000, based on conceptual construction estimates obtained by the Developer from third party construction estimators and contractors.

KMA has reviewed portions of the Independent Auditors Report prepared by Deloitte & Touche for the Fund for 2007, and internal CIM communication that indicate the status of funds and commitments through the end of 2008.

CONCLUSION

Based on the information that KMA has reviewed, it appears that the Developer has access to sufficient funds from the Fund to undertake development of the Projects as described in the DDA and the Report.

Memorandum

City of Las Vegas
Office of Business Development

To: Elizabeth N. Fretwell, City Manager

Via: Scott Adams, Director

Via: Steve van Gorp, Deputy Director

From: Scott Auyong, Sr. Economic Development Officer

Date: January 22, 2009

Re: Section 7.01(c) and (d) - Resolution of Encumbrances

Disposition and Development Agreement between the City and CIM LL Manager, LLC dated July 2, 2007 (DDA)

In accordance with the terms of Sections 7.01(c) and (d) of the DDA, City and CIM staff have been working to effectuate the ENA Site Land Assemblage. As described in the DDA, the ENA Site Land Assemblage is dependent on resolution of the following issues:

I. Removal of Existing Encumbrances on the ENA Site

As you are aware, the ENA Site is encumbered by grant deed covenants in favor of the National Park Service (NPS) and State Historic Preservation Office (SHPO). The City and CIM have collaborated to prepare a master plan and narrative for the proposed development of the ENA Site (Master Plan) in order to initiate discussions with the NPS and SHPO for their approval to remove or modify the grant deed covenants. As such, the City is currently in the process of transmitting the Master Plan to NPS and SHPO, as well as, scheduling a subsequent meeting sometime this month to discuss the Master Plan with NPS and SHPO.

Based on previous discussions with NPS and SHPO, as well as, the opinion of the City's historic preservation consultant, City staff believes that either the removal or modification of the grant deed covenants will eventually (but during the time frame contemplated by the DDA) be granted by NPS and SHPO.

The northern most portion of the ENA Site (NDOT Land) is leased to the City by the Nevada Department of Transportation (NDOT) and the steps being taken to remove the NDOT encumbrance are described in Section II below.

II. Secure the transfer of the NDOT Land

The City is currently negotiating with the Nevada Department of Transportation (NDOT) on terms of an agreement to swap roadway maintenance responsibilities (Swap Agreement) for various local streets. Under the proposed Swap Agreement, the City would assume maintenance responsibilities for more roadway lane-miles than it would swap to NDOT. As compensation for assuming maintenance responsibilities for more roadway lane-miles than it would swap to NDOT, the City plans to negotiate with NDOT for the transfer of ownership to the City of various NDOT land parcels (including the NDOT Land). These negotiations with NDOT are on-going and a follow-up meeting is planned to occur sometime in the next few weeks.

City staff believes that negotiations to transfer ownership of the NDOT Land to the City will eventually (but during the time frame contemplated by the DDA) be granted by NDOT as part of the Swap Agreement.

Should you have any questions, please contact me directly at Ext. 6367.

VERBATIM TRANSCRIPT OF A PORTION OF THE SPECIAL MEETING OF THE CLARK COUNTY BOARD OF COUNTY COMMISSIONERS HELD ON APRIL 8, 2009 REGARDING ITEM NO. 2 (CONSIDER THE FISCAL EFFECT OF A PROPOSED CITY OF LAS VEGAS TOURISM IMPROVEMENT DISTRICT).

TAPE 1-1

RORY REID — Meeting of the Clark County Board of Commissioners.

DONALD BURNETTE — Good morning Mister Chairman, Commissioners. The first item on your special agenda is Item One to approve the agenda.

REID — Let's take a voice vote because I don't think we can switch off the machine. All those in favor say Aye.

BOARD MEMBERS — Aye.

REID — Anyone opposed? Motion carries.

BURNETTE — Item Number Two is to conduct a public hearing to consider the fiscal effect of a proposed City of Las Vegas Tourism Improvement District under Chapter 271A of Nevada Revised Statutes and authorize staff to submit comments from the hearing to the City of Las Vegas City Council. Mister Chairman, Ed Finger, the County Comptroller, is here to offer a few introductory comments.

EDWARD FINGER — Good morning County Commissioners. Ed Finger, Comptroller. As Mister Burnette mentioned, the item before you is a public hearing. I will point out to you that there is no action to be taken at the public hearing other than to receive comment for submission to the City of Las Vegas. In accordance with statute, that is the limit of the County's participation in the creation of such a district. Staff has prepared an agenda item development report that's been presented with the agenda item. Staff - County staff is available. I'm available. There are also representatives from the City of Las Vegas here should you have any questions.

REID — This is a public hearing. Anyone here wishing to speak? Again, this is a public hearing. Any comment from the Board? Commissioner

Shirley B. Parraguirre
CLERK
APR 27 '09
CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

REID (continued) Giunchigliani.

CHRIS GIUNCHIGLIANI Thank you. I have a couple of questions. Ed, this is for establishing a Tourism Improvement District, and I believe by law it actually expires in September, correct?

FINGER The - the current statute, unless it were to be amended, would prohibit after October 1, 2009 the creation of - of such a district because of the reason that after such date, a Tourism Improvement District may not be created that includes property that's also within the boundaries of a redevelopment area.

GIUNCHIGLIANI Okay, 'cause it was the duplicative piece - I knew it was - so it's October 1st that it would go away?

FINGER That's my understanding.

GIUNCHIGLIANI Okay. And then the proposed project is - does not include the Lady Luck but it's across the street from that. It's the old museum and --

FINGER That's correct. There's --

GIUNCHIGLIANI A post office that's prepared. And - but the analysis that's been done anticipates a hotel and a casino.

FINGER It does anticipate the possibility of such of a - and there are folks here who could answer more specific questions (unintelligible).

GIUNCHIGLIANI 'Cause it says the improvements that we're supposed to be looking at in the Tourism Improvement District is for a multi-story parking garage, open-air public plaza and other supporting improvements in the area. Yet if I read through the analysis that was done, it's all tied to hotel rooms, sales, taxes that could be possibly generated from that even though that's not part of the project. But can you explain that to me?

SCOTT ADAMS Sure. Scott Adams, I'm the Director of Business Development with the City of Las Vegas and the City's Operations Officer of the Redevelopment Agency. This development - there - there - in

ADAMS (continued) our agreement with the CIM Group, there - we really look at two components of their development. The existing Lady Luck is simply a threshold that once they've completed the renovation of the Lady Luck according to certain standards, they then have under our Development Agreement the right to access the site, the Post Office site, for development. That site, we believe, has the ability to be entitled for gaming. And so in their master plan, and I'll - I think --

GIUNCHIGLIANI You just put it in the center --

ADAMS In - in their development, this is the old Post Office right here. Surrounding that Post Office on the total developmental block there is proposed a - a gaming hotel. And that would be part of a phased in development as part of their master plan. So we did look at when we did the preponderance test the potential of developing gaming revenues on that site.

GIUNCHIGLIANI Okay. Does - does this anticipate giving away public property then to the private group within the TID?

ADAMS We - we own that site. The City owns that land. We own the land subject to a small sliver in the northwest corner that's owned by NDOT. And then the Post Office itself we own but it's subject to some deed covenants imposed by the U.S. Department of Interior. We - our Development Agreement with the CIM Group does provide for us selling that property to them and that we did structure a sale that was at that time based on a then-appraised value.

GIUNCHIGLIANI Okay, 'cause I didn't see any reference then to sale cost anticipated in here. Is the park then still going to be there or is that outside?

ADAMS The - in the center of the development, the - the core of the site we've closed what was Frank Wright Plaza for use as a construction/staging area for some improvements we're - we're making to Stewart. We're - the plan is to move the open space from the corner into the center of the development. And you see in the center of the master plan, there's a large compliment of

ADAMS (continued) open space which is the Plaza that we would be using Tourism Improvement District funding to develop as part of the overall master plan of the development. I would like to say that none of the Tourism Improvement District funding would be rebated back to the developer as has been in the case with other TID's in the State of Nevada. We would capture the TID funding as a City and use it to make the public improvements associated with the development of the build-out of that block.

GIUNCHIGLIANI Would the parking garage then be public?

ADAMS It - it would in some manner. Now, we've

GIUNCHIGLIANI (Unintelligible) charge like the one across the street?

ADAMS We - we don't have those detailed - details worked out because our Development Agreement stipulates that we - we are not fully committed even to having to build it. We - the Development Agreement stipulates that at the time they're ready to build, we do a study at that then time a multi-block radius of the site of the existence of parking at that time and the demand for parking to size that garage. So we did not commit to a specific garage 'cause I - I believe - I don't believe there - there's a need right now for parking.

GIUNCHIGLIANI You may not need it (unintelligible).

ADAMS Right - so that will be a demand induced in size parking garage at that time.

GIUNCHIGLIANI Okay. So - so I guess maybe that's my concern besides the - the potential detrimental effect of schools and the loss of revenue that comes into play is, what exactly is the project?

ADAMS They - the private component of the project is they're a mixed used development which consists of retail, office, hotel, gaming, mixed use.

GIUNCHIGLIANI Even though the mixed use is not in the TID, the anticipation is (unintelligible).

ADAMS It is - it is. Let me clarify again.

GIUNCHIGLIANI (Unintelligible).

ADAMS This - what you see on the overhead here is the Post Office block. It's a little skewed - elongated. The existing Lady Luck is off this master plan. The Lady Luck is immediately south of (unintelligible).

GIUNCHIGLIANI South --

ADAMS This master plan is only for the Post Office block itself. And as I said at the outset, the Lady Luck itself is not part of - any part of the master plan. It is simply a threshold. They have to perform in the renovation of the Lady Luck before they have the right to access and be sold the property on the Post Office block.

GIUNCHIGLIANI And so under NRS what we're supposed to make a finding as - that - that - financing would have a positive fiscal effect on the provision of local government services. And if I go into the analysis, there will be an income loss, or tax loss, to both the County, Metro, School District, State of Nevada, and so --

REID Commissioner Giunchigliani, I don't think we're required to make any findings. We're just - we can get (unintelligible).

GIUNCHIGLIANI Okay, I'm just reading what's in the Applied Analysis's document. And it says --

REID Can I ask that question, I'm going to make sure.

GIUNCHIGLIANI Sure.

REID And what's our role here?

MARY-ANNE MILLER Our role is just to accept comments and forward them on if you deem appropriate to the City Council. It's the City Council who will make the finding that you're referencing.

GIUNCHIGLIANI So my comments are I still don't know that it's - I think it could be detrimental even in this economic time to the School District as far as the loss of revenue as well as some of the losses that are there. I think the project - I

GIUNCHIGLIANI (continued) - I personally like the idea of the museum and so forth, but it's - I think the nexus of the mixed use is what's generating your issue for wanting a TID, and I don't know that that stands on it's own.

ADAMS Let - let me correct for the record though that right now this site is tax exempt. The City owns it. There's - other than - we - there was a couple of vending machines in the (unintelligible) --

GIUNCHIGLIANI (Unintelligible).

ADAMS There was no tax generation on this site whatsoever. With the new development, there will be new taxes generated. And that tax base - that new generated tax base - will be split both the property taxes and the sales taxes. The property taxes we have not negotiated nor was there any contemplation in the Development Agreement any rebate back to the developer of any of the real estate property taxes. And they will be distributed the way they normally get distributed within the redevelopment area. And then the Tourism Improvement District is - we've laid out in the information. A portion of those taxes are protected by statute - would go back to the state and be distributed in their normal way through C-tax. The portion that's captured by this Tourism Improvement District seventy-five percent of that balance we keep to go into the District. The other twenty-five percent goes back to the state and gets distributed back to their normal taxing districts - jurisdictions through C-tax.

GIUNCHIGLIANI But you already used your redevelopment money to build the "museum" and park. What you're saying though - you don't really need a TID to do that, but this allows you to compliment your Development Agreement that you are negotiating with the partner across the street. That's what I --

ADAMS Yes. But I - I think it's cur - it's revenue neutral in the sense that --

GIUNCHIGLIANI I don't believe it is, but that's my comments will go in and that's the way it goes. Thank

GIUNCHIGLIANI (continued) you.

REID Any other comments? Commissioner Sisolak.

STEVE SISOLAK Thank you. I've just got one, and I guess it's more of a question. (Unintelligible) in our role as also ask questions that can be forwarded but, you know, I'll ask it anyway. I appreciate - I got a great briefing from Terry and the City on this and I understand a lot better. What I'm not understanding is as explained the Tourism Improvement District's got to have fifty percent minimum of the sales from tourists, correct?

ADAMS That's correct.

SISOLAK Go ahead.

ADAMS Yeah, the - the statute requires that a - a finding be made through an independent analysis, which we've done through Applied Analysis, that the taxes being generated by the development within the District, that being the sales taxes, the preponderance of those taxes are being generated by tourists or persons from outside the State of Nevada.

SISOLAK Okay. How is that estimated and how is it quantified after the fact or is it quantified so that it's not just people going to each lunch there as opposed to going to eat lunch at the mall across the street. How do you eventually quantify that or?

ADAMS I'll ask Brian Gordon of Applied Analysis to answer that question. They are the firm that we hired to do that preponderance test, and they're the experts in this matter and I'll defer to Brian.

BRIAN GORDON Sure. What we did as part of the analysis to determine the preponderance between visitors and residents, we purely took a look at toward the mix of - of the population in that area. Obviously it's dominated by hotel rooms. So we took a look at the hotel room inventory and the number of sort of full time equivalents that would be on site down in that immediate area and then also looked at their consumer spending,

GORDON (continued) compared that to the number of residents that are likely to be in the area, balanced the two and the ratios come out about ninety- seventy-nine percent of the - the spending on site would come from non-Nevada tourists and the balance being from residents.

SISOLAK And is that verified after the fact or what if - what if after the fact we find out it's not working that way, what happens?

GORDON To be quite honest with you, I don't know if there's a method to measure that after the fact, so I - I don't what the procedure would be in that instance.

SISOLAK So all you basically have to do is get a study that verifies the assumption and that makes it a TID?

GORDON It's one of the tests and - and obviously in our report we outlined the - the steps that we took to produce the results and the findings that we came to.

SISOLAK Thank you.

REID Commissioner Weekly.

LAWRENCE WEEKLY Yes, just real briefly. Mister Adams, as we look at this proposed public plaza here, can you put on the record just for our Clark County residents who are not up to date as to what this project's all about. What's happening with the RTC bus terminal there?

ADAMS Sure.

WEEKLY What's the time line we're looking at?

ADAMS The - the existing site has the existing Regional Transportation Commission bus terminal on site. The plan is to relocate that bus terminal to a block within - basically between Bonneville, Casino Center, First, and Gass. That - that entire block, which is part of the - the Live Work (phonetic) Las Vegas development would be developed as a new inter-model bus terminal. That block has been cleared. The bus terminal is - the design is complete. They're

ADAMS (continued) in the permitting process. And the plan is to move forward with the relocation of the bus terminal. It will allow then the integration of that terminal with the - the new Ace system - the Bus Rapid Transit System that's going out Casino Center that will interface with that site and provide enhanced transit services to residents involved.

WEEKLY That's City owned land?

ADAMS On - in the Live Work (phonetic) Las Vegas development? No, that - that is land that's owned by the Live Work (phonetic) Las Vegas property owners and there's a long-term lease established between the Regional Transportation Commission and the owners of the property.

WEEKLY I see, okay. Thank you Mister Chair.

REID Other comments? We need a motion to authorize the staff to submit these comments to the City.

GIUNCHIGLIANI So moved.

REID You've heard that motion. All those in favor say Aye.

BOARD MEMBERS Aye.

REID Anyone opposed? Hearing none, the motion carries. This is the time set aside for comment by the general public. Is there anyone here to address the Board of County Commissioners on this matter? Come forward, state your name and address please.

DICK GARR Good morning. Dick Garr, 8260 Hilton Head Court. I'm on the Executive Committee of the Downtown Alliance which is basically in the last year and a half or so taken upon itself to get formed and to work for all aspects of the redevelopment and the promotion of the downtown area and in particular the RDA. I'm also the President of the 18B Las Vegas Arts District Neighborhood Association, and it's from that standpoint that I guess I should speak. We, of course, are having a - and have had over the years - a difficult time developing that part of town where Mister Weekly and Mister Brown are

GARR very, very familiar from their work on the City Council of what has - has not happened there. Also, one thing that is happening is that the Ace Bus is going to stop at the corner of Casino Center and Coolidge and that is right there in the heart of the Arts District just north of the Arts Factory and S2 where you can get the finest prints in the world and other developments that are planned which of course would not be of interest to you since you have so many other projects to talk about. But having that bus stop there is very, very good for us. And then having this development downtown of this museum, we would expect a large number of people - and I think the City implied the people expected too - to come up from the Strip to see this museum. And we would think that they would be people who are not going up to go gaming. They're going up to see other aspects of Las Vegas. And, therefore, they'd be more likely to get off at our bus stop and - and explore the Arts District either on their way up to see the museum or on their way back down to their hotels on the south end of the Strip. So we are very excited about this happening, both these things, the museum and the bus. And whatever help it takes to make sure it happens, we hope that you will agree that - to forward a positive comment on it. Thank you.

REID Anyone else? This meeting's adjourned.

END-MW
TAPE 1-562

FINANCE & OPERATIONS DIVISION

5100 W. SAHARA AVE. • LAS VEGAS, NV 89146 • (702) 799-5445 • FAX 855-3112

CCSD
CLARK COUNTY
SCHOOL DISTRICT

BOARD OF SCHOOL TRUSTEES

Terri Janison, President
Carolyn Edwards, Vice President
Sheila Moulton, Clerk
Chris Garvey, Member
Larry P. Mason, Member
Deanna L. Wright, Member
Dr. Linda E. Young, Member

Dr. Walt Rulffes, Superintendent

April 24, 2009

Ms. Elizabeth N. Fretwell, City Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Dear Ms. Fretwell:

On behalf of the Board of School Trustees of the Clark County School District, I am writing in response to your letter of February 4, 2009, regarding the creation of a Tourism Improvement District proposed by the City of Las Vegas. You had requested comments prior to your City Council meeting on May 6, 2009.

Pursuant to NRS 271A.080, a public hearing regarding the fiscal effect on the Clark County School District of the project to be constructed in the Tourism Improvement District proposed by the City of Las Vegas, and the use of the money proposed to be pledged, was held at the meeting of the Clark County School District's Board of School Trustees on April 23, 2009.

Following the public hearing, the Board of School Trustees took action on an agenda item, requesting that, pursuant to NRS 271A.110, any agreement entered into by the City of Las Vegas and owner of property interest within the tax increment district defray, in whole, the initial $824,759.00 additional expenditure identified in the report by Applied Analysis, dated November 30, 2008 (and subsequently amended on February 27, 2009), in the first year of the tax increment district; and that in subsequent years, the amount to be defrayed will be increased annually by the Consumer Price Index for Western States published for December of the preceding year.

Thank you for providing the Clark County School District an opportunity to present comment and input in this process. Feel free to contact me at 799-5445 if you have any questions.

Sincerely,

Jeff Weiler
Chief Financial Officer

cc: Board of School Trustees
Walt Rulffes

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

April 23, 2009

Ms. Terri Janison, President
Board of Trustees
Clark County School District
Edward A. Greer Education Center, Board Room
2832 East Flamingo Road
Las Vegas, NV 89121

Dear Ms. Janison:

In response to the staff report prepared by Mr. Jeff Weiler for Item 7.01 and Item 7.02 on the April 23rd Board Agenda, I would like to submit this written testimony to be entered into the public record.

Mr. Weiler's staff report correctly identifies that education (the Clark County School District) could incur an annual expenditure impact of $824,759, based on the report entitled "Proposed Tourism Improvement District" prepared by Applied Analysis on November 30, 2008 as amended February 27, 2009.

The staff report also concludes that the TID project would not yield any additional revenue to offset this annual expenditure impact. This conclusion is not supported by the Applied Analysis report. On the contrary, the proposed TID project would create new revenue sources which would be dedicated for meeting this education expense. As enumerated on page 2 and page 3 of the enclosure to this letter, these revenue sources would yield $1,504,104 in annual revenue for education.

The resulting net fiscal impact, as supported by the Applied Analysis report, is $679,344 in additional, positive net revenue for the education system. The Applied Analysis report demonstrates that education and the Clark County School District would benefit more with the TID and the corresponding project then without the TID and the project.

I appreciate your consideration of this written testimony.

Respectfully,

Bill Arent, CEcD
Acting Director

Enclosure

cc: Elizabeth N. Fretwell, City Manager
Scott D. Adams, Chief Urban Redevelopment Officer

OFFICE OF BUSINESS DEVELOPMENT
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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TTY 702.386.9108
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www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

Tourism Improvement District (TID)

Selected Report Excerpts and Analysis of Education Funding

SUMMARY OF FISCAL IMPACTS

After Allocation of Revenues to the District

	Including Casino	Excluding Casino
Revenue:		
Sales and Use Tax	$1,856,808	$1,856,808
Property Tax	$1,700,362	$1,584,622
Gaming Percentage Fees	$2,881,281	$0
Other Gaming Fees and Charges	$554,900	$0
Modified Business Tax	$452,706	$408,770
Transient Lodging Tax	$1,962,331	$1,962,331
Other State and Local Revenue (a)	$19,936,022	$17,245,729
Total Revenue	$29,344,411	$23,058,260
Expenditures:		
Education/Clark County School District	$953,420	$824,759
Police Protection/LVMPD	$652,230	$574,475
Fire and Rescue/Las Vegas Fire Department	$512,304	$455,472
Other State and Local Expenditures (a)	$18,224,805	$15,765,434
Total Expenditures	$20,342,759	$17,620,141
Net Fiscal Effect	**$9,001,651**	**$5,438,119**
Pro Forma Adjustment (a)	($1,711,217)	($1,480,294)
Pro Forma Adjusted Net Fiscal Effect	**$7,290,434**	**$3,957,825**

Source: Proposed Tourism Improvement District: An Analysis of Selected Regulatory Requirements, November 30, 2008 (amended February 27, 2009)

(a) Other state and local revenues and expenditures reflect estimates of all government activity (excluding those specifically identified). The estimates are based on US Census of Governments datasets and account for all government activity. While the gross revenues and gross expenditure figures are material, the net impact is $1.7 million and $1.5 million in the including and excluding casino scenarios, respectively.

Tourism Improvement District (TID)

Selected Report Excerpts and Analysis of Education Funding

SELECTED MAJOR REVENUE SOURCES

(red figures inure directly to education funding or indirectly through the state general fund; summary and allocation located on page 3)

Sales and Use Taxes	Tax Rate	Total (1)	Public Entities (2)	Proposed TID (2)
State Sales and Use Tax	2.00%	$1,275,472	$326,043	$949,430
Local School Support Tax (LSST)	2.25%	$1,434,906	$366,798	$1,068,108
Basic City-County Relief Tax (BCCRT)	0.50%	$318,868	$81,511	$237,357
Supplemental City-County Relief Tax (SCCRT)	1.75%	$1,116,038	$285,287	$830,751
County Options (various)	1.25%	$797,170	$797,170	$0
Total	7.75%	$4,942,455	$1,856,808	$3,085,646

(1) Based on taxable retail sales of $63.8 million (see Exhibit 12 on page 14 of analysis).

(2) Allocated based on 75 percent to TID (less fee of 0.75 percent) with the balance inuring to public entities.

Property Tax	Tax Rate	Total (1)	Public Entities	Proposed TID
State, County and School (excluding debt rate)	0.3949	$191,293	$191,293	$0
Clark County School District Debt (2)	0.4336	$210,030	$210,030	$0
Las Vegas City	0.1542	$74,680	$74,680	$0
Las Vegas City Fire Safety	0.0950	$46,017	$46,017	$0
Las Vegas/Clark County Library	0.0178	$8,611	$8,611	$0
Las Vegas/Clark County Library Debt	0.0020	$949	$949	$0
Las Vegas Artesian Groundwater Basin	0.0002	$88	$88	$0
LVMPD Emergency 9-1-1	0.0011	$552	$552	$0
Las Vegas Redevelopment Area	1.9544	$946,693	$946,693	$0
LVMPD Manpower Supplement - LV	0.2182	$105,709	$105,709	$0
Total	3.2714	$1,584,622	$1,584,622	$0

(1) Based on assessed value of $48.4 million.

(2) Represents the portion of the Clark County School District debt rate that is voter approved and do not inure to the RDA. (Pursuant to the debt rate provisions set forth in Senate Bill 312 (1997 Legislative Session))

Modified Business Tax	Tax Rate	Total (1)	Public Entities	Proposed TID
State General Fund	0.63%	$408,770	$408,770	$0

(1) Based on wages of $76.3 million (adjusted for health insurance deduction).

Transient Lodging Tax	Tax Rate	Total (1)	Public Entities	Proposed TID
State of Nevada	0.38%	$66,898	$66,898	$0
Clark County School District	1.63%	$289,890	$289,890	$0
Collecting Jurisdiction	1.00%	$178,394	$178,394	$0
Clark County Transportation	1.00%	$178,394	$178,394	$0
Fremont Street Experience	2.00%	$356,788	$356,788	$0
Las Vegas Convention and Visitors Authority	5.00%	$891,969	$891,969	$0
Total - Effective Until March 18, 2009	11.00%	$1,962,331	$1,962,331	$0
Amendment to Transient Lodging Tax (2)	2.00%	$356,788	$356,788	$0
Amended Total	13.00%	$2,319,119	$2,319,119	$0

(1) Based on room revenue of $17.8 million.

(2) Based on increase in room tax authorized by Initiative Petition No. 1 (2009 Nevada Legislature)

SUMMARY OF PUBLIC REVENUES AND EXPENDITURES POTENTIALLY IMPACTING EDUCATION

	With TID and Project		Without TID and Project
	To State and Ed.	To Education	
Total Public Revenues to Potentially Benefit Public Education:			
Sales and Use Taxes:			
State Sales and Use Tax Component (1)	$326,043	$114,115	$0
Local School Support Tax (LSST) (2)	$366,798	$366,798	$0
Property Tax (2)	$210,030	$210,030	$0
Modified Business Taxes (1)	$408,770	$143,069	$0
Transient Lodging Taxes:			
State of Nevada (1)	$66,898	$23,414	$0
Clark County School District (2)	$289,890	$289,890	$0
Amendment to Transient Lodging Tax (IP No. 1) (2)	$356,788	$356,788	$0
Total Potential Public Revenues	**$2,025,215**	**$1,504,104**	**$0**
Total Estimated Expenditures (3)		**($824,759)**	**$0**
Net Potential Impact on Education System		**$679,344**	**$0**

General Note: Dollars directly deposited in the State's distributive school account and general fund appropriations supporting education are distributed by formula to the state's school districts. Although those tax dollars go to education programs, it is not readily determinable how much of those payments would inure directly back to the Clark County School District.

(1) Assumes approximately 35 percent of funding to the state general fund is allocable to education.

(2) Assumes 100 percent of the funding is allocable to education.

(3) Based on the scenario modeled on page 24 of analysis (assumes 25 percent of workers originate from outside the market).

Site Map



Legend

- TID (Proposed)
- NDOT
- City Owned

0 70 140 280 Feet

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

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: ADMINISTRATIVE
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-31-2009 - Discussion and possible action regarding a Resolution consenting to certain undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Interlocal Agreement by and between the RDA and City of Las Vegas, a political subdivision of the State of Nevada, for the project concerning the development of the Smith Center for the Performing Arts, to be located just northeast of the intersection of Bonneville Avenue and Grand Central Parkway - Ward 5 (Barlow) [NOTE: This is a related item to RDA Item 4 (RA-7-2009)]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This resolution consents to and approves the actions taken buy the RDA to provide funding to the City for the construction of the Smith Center for the Performing Arts, to be constructed within the Union Park Master Planned Development. The RDA will provide a total of $76,780,000 for this project, of which $8,000,000 will be for the Construction Contingency for the Construction Manager At Risk agreement and the remaining $68,780,000 will go towards the guaranteed maximum price contract for the construction of the improvements.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution R-31-2009
2. Interlocal Agreement

RESOLUTION NO. R-31-2009

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CITY OF LAS VEGAS, NEVADA ("CITY") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF SMITH CENTER FOR THE PERFORMING ARTS

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at Union Park in downtown Las Vegas (the "Site") are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or

other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency and the City in connection with the Interlocal Agreement between the Agency and the City, the form of which is attached hereto as Exhibit A, which provides for the contribution of funds to City for the construction of the Smith Center for the Performing Arts, all as more fully set forth in the Agreement; and

WHEREAS, the City will own the buildings, structures and improvements at the Smith Center for the Performing Arts ("Project") and the real property under the facility, and the City will execute a Lease and Operating Agreement with a non-profit operator.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency and the City in connection with the Agreement for the development of the Project on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby approves the Interlocal Agreement attached as Exhibit A and authorizes the Mayor and City

. . .

. . .

Clerk to execute the same and any documents related thereto.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2009.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
CITY CLERK

APPROVED AS TO FORM:

D. Parkinson 4/22/09
Date

EXHIBIT A
INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION
OF FUNDS FOR A PERFORMING ARTS CENTER

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into as of this _____ day of May, 2009, between the CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada and City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, in the State of Nevada:

WITNESSETH:

WHEREAS, the City the has entered into an agreement with the Las Vegas Performing Arts Center Foundation concerning the financing of the acquisition, improvement, equipment, operation, and maintenance of a performing arts center within the Union Park Master Planned Development; and

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment agency; and;

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform"; and

WHEREAS, the City intends to construct a performing arts center to be known as The Fred W. and Mary B. Smith for the Performing Arts (the "Smith Center") which will be located in Union Park in downtown Las Vegas; and

WHEREAS, the RDA has issued bonds to be used, among other things, for the construction of a performing arts center project in the city of Las Vegas (the "RDA Tax Increment Revenue Bond, Series 2009A"); and

WHEREAS, the RDA desires and is able to provide the additional funding to fund the construction of the Smith Center which funding shall not exceed Seventy Six Million Seven Hundred Eighty Thousand Dollars ($76,780,000).

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The City and the RDA acknowledge and agree that the construction of the Smith Center shall be from three sources of funds: (a.). Rental Car Tax Bond Revenues; (b.). Reynolds Foundation Grant Funds; and (c.). RDA Tax Increment Revenue Bonds, Series 2009A ("RDA Bond Funds"). In addition, the RDA shall provide funds to the City in an amount not to exceed $8,000,000 ("RDA Funds") as the City's contribution ("City Construction Contingency Amount") to the Construction Contingency Fund as more specifically set forth in the Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated May 6, 2009 between the City, City Parkway V, Inc. and the Las Vegas Performing Arts Center Foundation ("Design and Construction Agreement"). The RDA shall provide the RDA Bond Funds and RDA Funds in a total amount not to exceed Seventy-Six Million Seven Hundred Eighty Million Dollars ($76,780,000) ("RDA Amount") to the City for the construction of the Smith Center.

2. The City will reimburse the RDA a sum not to exceed Twenty Eight Million Dollars ($28,000,000) from any Excess Rental Car Tax Revenue which it receives pursuant to NRS 244A.360 and the Amended and Restated Interlocal Agreement dated June 1, 2006 between the City and the Clark County and subject to terms of the Lease and Operating Agreement between the City and Las Vegas Performing Arts Center Foundation ("LOA"). This repayment shall be completed no later than September 6th, 2030.

3. In the event the Construction Contingency Fund is not used or the funds are only partially expended and the construction contract for the Smith Center is completed, the balance of the Construction Contingency Fund shall be released and the RDA shall be reimbursed for its contribution to the City for the City Construction Contingency Amount. As set forth in the Design and Construction Agreement, Three Million Dollars ($3,000,000) of the City Construction Contingency Amount to the Construction Contingency Fund shall be replaced with Las Vegas Performing Arts Foundation (PAC) funds within six (6) months from the start date of the commencement of construction of the Smith Center. In the event that the City Construction Contingency Amount are expended in whole or in part during construction of the Smith Center, the RDA Funds shall be refunded to the RDA from the Excess Rental Car Tax Revenue on a quarterly basis subject to the terms of the LOA.

4. Twenty Million dollars ($20,000,000) from the RDA Bond Funds will be used for the construction of the Primary Theater Project as that term is defined in the Design

and Construction Agreement. This $20,000,000 will also be refunded to the RDA from the Excess Rental Car Tax Revenue subject to the terms of the LOA.

5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the Bonds and such other bonds.

6. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

7. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

8. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

11. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

12. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

13. By approving and executing this agreement the City is Authorizing and Consenting to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan

14. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS, NEVADA

(SEAL)

By _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney Date

City of Las Vegas Redevelopment Agency

(SEAL)

By _____
Oscar B. Goodman, Chairman

ATTEST:

_____
Beverly K. Bridges, CMC, Secretary

APPROVED AS TO FORM:

_____
Date

INTERLOCAL AGREEMENT REGARDING THE DISTRIBUTION
OF FUNDS FOR A PERFORMING ARTS CENTER

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WITNESSETH:

WHEREAS, the City the has entered into an agreement with the Las Vegas Performing Arts Center Foundation concerning the financing of the acquisition, improvement, equipment, operation, and maintenance of a performing arts center within the Union Park Master Planned Development; and

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, NRS 279.486 permits an agency, with the consent of the city council, to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the redevelopment agency; and;

WHEREAS, NRS 279.468 requires that before the city council gives its consent as provided in the preceding preamble, the governing body is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform"; and

WHEREAS, the City intends to construct a performing arts center to be known as The Fred W. and Mary B. Smith for the Performing Arts (the "Smith Center") which will be located in Union Park in downtown Las Vegas; and

WHEREAS, the RDA has issued bonds to be used, among other things, for the construction of a performing arts center project in the city of Las Vegas (the "RDA Tax Increment Revenue Bond, Series 2009A"); and

WHEREAS, the RDA desires and is able to provide the additional funding to fund the construction of the Smith Center which funding shall not exceed Seventy Six Million Seven Hundred Eighty Thousand Dollars ($76,780,000).

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The City and the RDA acknowledge and agree that the construction of the Smith Center shall be from three sources of funds: (a.). Rental Car Tax Bond Revenues; (b.). Reynolds Foundation Grant Funds; and (c.). RDA Tax Increment Revenue Bonds, Series 2009A ("RDA Bond Funds"). In addition, the RDA shall provide funds to the City in an amount not to exceed $8,000,000 ("RDA Funds") as the City's contribution ("City Construction Contingency Amount") to the Construction Contingency Fund as more specifically set forth in the Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated May 6, 2009 between the City, City Parkway V, Inc. and the Las Vegas Performing Arts Center Foundation ("Design and Construction Agreement"). The RDA shall provide the RDA Bond Funds and RDA Funds in a total amount not to exceed Seventy-Six Million Seven Hundred Eighty Million Dollars ($76,780,000) ("RDA Amount") to the City for the construction of the Smith Center.

2. The City will reimburse the RDA a sum not to exceed Twenty Eight Million Dollars ($28,000,000) from any Excess Rental Car Tax Revenue which it receives pursuant to NRS 244A.360 and the Amended and Restated Interlocal Agreement dated June 1, 2006 between the City and the Clark County and subject to terms of the Lease and Operating Agreement between the City and Las Vegas Performing Arts Center Foundation ("LOA"). This repayment shall be completed no later than September 6th, 2030.

3. In the event the Construction Contingency Fund is not used or the funds are only partially expended and the construction contract for the Smith Center is completed, the balance of the Construction Contingency Fund shall be released and the RDA shall be reimbursed for its contribution to the City for the City Construction Contingency Amount. As set forth in the Design and Construction Agreement, Three Million Dollars ($3,000,000) of the City Construction Contingency Amount to the Construction Contingency Fund shall be replaced with Las Vegas Performing Arts Foundation (PAC) funds within six (6) months from the start date of the commencement of construction of the Smith Center. In the event that the City Construction Contingency Amount are expended in whole or in part during construction of the Smith Center, the RDA Funds shall be refunded to the RDA from the Excess Rental Car Tax Revenue on a quarterly basis subject to the terms of the LOA.

4. Twenty Million dollars ($20,000,000) from the RDA Bond Funds will be used for the construction of the Primary Theater Project as that term is defined in the Design

and Construction Agreement. This $20,000,000 will also be refunded to the RDA from the Excess Rental Car Tax Revenue subject to the terms of the LOA.

5. This Agreement is for the benefit of the Parties only and for the benefit of the owners of the Bonds or other bonds described above. No person or entity is intended to ever be a third party beneficiary of this Agreement except the owners of the Bonds and such other bonds.

6. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

7. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

8. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

9. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any right or obligation hereunder by any of the Parties shall be valid unless the other Party consents to that assignment in writing.

10. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

11. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

12. This Agreement may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

13. By approving and executing this agreement the City is Authorizing and Consenting to undertakings of the RDA and finding that these actions are in compliance with and furtherance of the Redevelopment Plan

14. Any notice or other communication hereunder shall be transmitted to the attention of the respective Managers of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS, NEVADA

(SEAL)

By _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

J. Pankicello 4/22/09
Deputy City Attorney Date

City of Las Vegas Redevelopment Agency

(SEAL)

By _____
Oscar B. Goodman, Chairman

ATTEST:

_____
Beverly K. Bridges, CMC, Secretary

APPROVED AS TO FORM:

J. Pankicello 4/22/09
Date

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY MANAGER
DIRECTOR: ELIZABETH N. FRETWELL ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-32-2009 - Discussion and possible action regarding a Resolution consenting to the City of Las Vegas acceptance of the Grant Agreement by and between Donald W. Reynolds Foundation, a Nevada non-profit corporation, and the City of Las Vegas, a political subdivision of the State of Nevada, concerning the funding of the construction of a performing arts center to be located northeast of the intersection of Bonneville Avenue and Grand Central Parkway in the Union Park Master Planned development - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This Resolution allows the City to accept the funds from the Donald W. Reynolds Foundation for the partial funding of the Smith Center for the Performing Arts that the City will enter into a construction contract for the facility to be constructed. The grant from the Reynolds Foundation to the City is $75,000,000.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-32-2009
2. Reynolds Grant Agreement
3. Disclosure of Principals

RESOLUTION NO. R-32-2009

RESOLUTION APPROVING THE GRANT AGREEMENT WITH DONALD W. REYNOLDS FOUNDATION FOR $75 MILLION IN GRANT FUNDS FOR THE CONSTRUCTION OF THE SMITH CENTER FOR THE PERFORMING ARTS LOCATED IN UNION PARK, AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT AND PROVIDING FOR ALL MATTERS PROPERLY RELATED THERETO

WHEREAS, the City will be constructing a performing arts center which will be located in Union Park in downtown Las Vegas to be known as the Smith Center for the Performing Arts ("Smith Center"); and

WHEREAS, the City has issued certain bonds, from which approximately $170 million in bond proceeds will be used to fund acquisition, construction and equipment of the Smith Center; and

WHEREAS, the Donald W. Reynolds Foundation ("Reynolds Foundation") has approved an unrestricted grant to the City in the amount of $75 million which the Reynolds Foundation understands will be used by the Grantee for capital construction purposes.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Las Vegas has considered the Grant Agreement between the Reynolds Foundation and the City, the form of which is attached hereto as Exhibit A, for grant funds in the amount of $75 million to be used for construction purposes of the Smith Center, all as more specifically set forth in the Grant Agreement; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby approves the Grant Agreement and authorizes the execution and delivery of the same and any documents related thereto by the Mayor and the City Clerk; and

RESOLVED FURTHER, that the City Manager or designees are authorized to take all necessary action to effectuate this Resolution, including the performance of all necessary acts to comply with the terms and conditions of the Grant Agreement.

THE FOREGOING RESOLUTION was passed, adopted and approved by the City Council of the City of Las Vegas on May 6, 2009.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
CITY CLERK

APPROVED AS TO FORM:

J. Barbicella 4/22/09
Date

EXHIBIT A

GRANT AGREEMENT

by and between

DONALD W. REYNOLDS FOUNDATION,
a Nevada non-profit corporation

and

The City of Las Vegas,
a political subdivision of the State of Nevada

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Grant Agreement"), is made and entered into as of the _____ day of May, 2009, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada (the "Grantee"), and the Donald W. REYNOLDS FOUNDATION, a Nevada non-profit corporation (the "Foundation").

RECITALS

WHEREAS, the Grantee intends to construct a performing arts center to be known as The Fred W. and Mary B. Smith Center for the Performing Arts (the "Smith Center");

WHEREAS, the Grantee has issued certain bonds, from which $170 million in bond proceeds will be used to fund acquisition, construction, and equipment of the Smith Center (the "Bond Construction Account");

WHEREAS, the Foundation has approved an unrestricted grant to the Grantee in the amount of $75 million which the Foundation understands will be used by the Grantee for capital construction purposes;

NOW THEREFORE, in consideration of the mutual promises and the representations and warranties of the Grantee contained in this Grant Agreement, Foundation and the Grantee do hereby agree as follows:

Section 1.

GRANT: TERMS AND FUNDING SCHEDULE

1.1 Grant. Foundation hereby agrees to pay a grant in the amount of $75,000,000 to the Grantee, in installments as hereinafter provided (the "Grant").

1.2 Funding Schedule. Grantee will have substantially expended the $170,000,000 balance in the Bond Construction Account before the Foundation begins paying installments of the Grant to the Grantee.

(a) Grantee will transmit a written notice requesting payment of the Grant ("Request for Grant Payment Notice") to the Foundation at least 45 days prior to the date on which Grantee requests the Foundation to make the first Grant installment payment to the Grantee (the "First Grant Payment Date"). Grantee will provide a schedule to the Foundation with such Request for Grant Payment Notice in which Grantee's authorized representative shall provide a schedule showing the Foundation (i) the amount of the balance of the Bond Construction Account on a date not less than seven days before the date of the Request for Grant Payment Notice and (ii) the projected amount of expenditures from the Bond Construction Account. Grantee's authorized representative will attach to the Request for Grant Payment Notice a representation on behalf of the Grantee that such projected expenditures are expected to reduce the balance of the Bond Construction Account to $50,000,000 or less on the First Grant Payment Date. Upon receipt of the

Request for Grant Payment Notice with the requested schedule and representation, the Foundation will disburse $10,000,000 to the Grantee on the First Grant Payment Date.

(b) The Foundation shall disburse the balance of the Grant in six additional installments of $10,000,000 each and a final installment of $5,000,000. The second installment shall be paid to the Grantee 30 days following the First Grant Payment Date, and each subsequent installment shall be paid to the Grantee 30 days following payment of the prior installment until the full amount of the Grant has been disbursed to the Grantee.

(c) The funding schedule may be accelerated by mutual written consent of the Foundation and the Grantee.

Section 2.

REPRESENTATIONS AND WARRANTIES

The following representations and warranties are true and correct as of the signing of this Grant Agreement and each request for payment by the Grantee shall constitute an affirmation that the following representations and warranties remain true and correct as of the date of such request and, unless Foundation is notified to the contrary prior to the disbursement of the requested payment, will be true and correct on the date of such payment. The Grantee hereby represents and warrants that:

2.1 Tax Status. The Grantee is a political subdivision of the State of Nevada and is an organization described in section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). If at any time the Grantee's status changes, the Grantee shall immediately notify Foundation of any change or changes thereof.

2.2 Authority. Grantee has taken all action necessary to authorize the execution and delivery by Grantee of this Grant Agreement and the consummation of the transactions contemplated in this Grant Agreement. A copy of Grantee's City Council resolution authorizing this Grant Agreement shall be delivered to Foundation at the time of execution of this Grant Agreement.

2.3 Bond Construction Fund. On the date of execution of this Grant Agreement, Grantee will furnish the Foundation with a statement certified by Grantee to be correct and complete showing the balance of the Bond Construction Fund and all expenditures made therefrom.

2.4 Impermissible Use of Funds. The Grantee will not use the Grant funds for any of the following purposes: (a) to carry on propaganda or otherwise to attempt to influence legislation, (b) to influence the outcome of any specific public election or to carry on any voter registration drive, (c) to make any grant to an individual for travel, study, or other similar purposes unless otherwise permitted by section 4945(g) of the Code, (d) to make any grant to an organization unless such organization is a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code (other than an organization described in section 4942(g)(4)(A)(i) or (ii) of the Code) or unless the Grantee exercises "expenditure responsibility" as defined in section 4945(h) of the Code and the

regulations thereunder with respect to such grant, (e) for any noncharitable purpose within the meaning of section 170(c)(2)(B) of the Code, or (f) for purposes other than capital construction.

2.5 No Untrue Statements. The representations, warranties and statements made by Grantee to Foundation do not contain any untrue statement. When taken together, the representations, warranties and statements made by Grantee to Foundation are not misleading, and they do not omit to state any material fact necessary to make such representations, warranties and statements in light of the circumstances in which they are made.

2.6 No Modification. No specific warranty or representation contained herein shall be deemed to modify or limit any general warranty or representation.

2.7 Reliance on Warranties. Grantee acknowledges that all of the representations, warranties and covenants made by Grantee in this Agreement were a material inducement to Foundation to approve the Grant and to enter into this Grant Agreement and Grantee further acknowledges that all of the representations, warranties and covenants contained herein are made with the knowledge and expectation that Foundation is relying thereon.

Section 3.

TERMINATION

Notwithstanding any other provision of this Grant Agreement, Foundation shall have the absolute right to terminate this Grant Agreement if (a) the Grantee ceases to be an organization described in section 170(c)(1) of the Code; or (b) the Grantee permits any of the Grant funds to be used for the following: (i) to carry on propaganda or otherwise to attempt to influence legislation, (ii) to influence the outcome of any specific public election or to carry on any voter registration drive, (iii) to make any grant to an individual for travel, study, or other similar purposes unless otherwise permitted by section 4945(g) of the Code, (iv) to make any grant to an organization unless such organization is a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code (other than an organization described in section 4942(g)(4)(A)(i) or (ii) of the Code) or unless the Grantee exercises "expenditure responsibility" as defined in section 4945(h) of the Code and the regulations thereunder with respect to such grant, (v) for any noncharitable purpose within the meaning of section 170(c)(2)(B) of the Code, or (vi) for purposes other than capital construction.

If any of the foregoing occurs, the Foundation may, at its sole discretion, cease making payment of any undistributed Grant funds and may recover any Grant funds disbursed to Grantee together with interest and reasonable attorneys fees.

Section 4.

GENERAL TERMS

4.1 No Agency. Grantee understands and agrees that the Foundation is not the

agent or representative of Grantee for any purposes whatsoever.

4.2 No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the terms, covenants and conditions contained in this Agreement are for the sole benefit of the parties hereto, and no reliance or benefit is intended to be granted to any person or company not a party to this Agreement.

4.3 Notices. All notices shall be in writing and shall be sent to the respective addressees of the parties as follows:

Grantee: CITY OF LASVEGAS
400 Stewart Ave., 8th Fl.
Las Vegas, NV 89101
Attn: Elizabeth N. Fretwell, City Manager

Foundation: DONALD W. REYNOLDS FOUNDATION
1701 Village Center Circle
Las Vegas, NV 89134-6303
Attn: Steven L. Anderson, President

A notice may be hand delivered or mailed, postage prepaid, first class, registered or certified mail, return receipt requested. Any notice sent by mail shall be deemed to have been received on the third business day following the date of mailing.

4.4 Applicable Law. This Grant Agreement has been delivered and accepted in, and shall be a contract made under and shall be entered into and governed by the laws of the State of Nevada. Any action or proceeding against Grantee or Foundation arising out of or relating to this Agreement shall be instituted only in federal or state court in Clark County, Nevada having jurisdiction, and each party waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and each party hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

4.5 Severability. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Grant Agreement.

4.6 Section Headings. The section headings and title headings contained herein are for convenience only and do not define, limit, construe or amplify the contents of such sections.

4.7 Drafting. This Grant Agreement shall not be construed either for or against Grantee or Foundation, but shall be interpreted in accordance with the general tenor of its language.

As of the date above first written, this Grant Agreement has been executed in multiple

original counterparts, each of which constitutes the original agreement, and an executed counterpart delivered to each signatory as of the day and year first above written.

FOUNDATION:

DONALD W. REYNOLDS FOUNDATION,
a Nevada non-profit corporation

By: _____
Name: Steven L. Anderson
Its: President

GRANTEE:

CITY OF LAS VEGAS,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman
Its: Mayor

ATTEST:

By:_____
Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

_____
Date

GRANT AGREEMENT

by and between

DONALD W. REYNOLDS FOUNDATION,
a Nevada non-profit corporation

and

The City of Las Vegas,
a political subdivision of the State of Nevada

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Grant Agreement"), is made and entered into as of the _____ day of May, 2009, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada (the "Grantee"), and the Donald W. REYNOLDS FOUNDATION, a Nevada non-profit corporation (the "Foundation").

RECITALS

WHEREAS, the Grantee intends to construct a performing arts center to be known as The Fred W. and Mary B. Smith Center for the Performing Arts (the "Smith Center");

WHEREAS, the Grantee has issued certain bonds, from which $170 million in bond proceeds will be used to fund acquisition, construction, and equipment of the Smith Center (the "Bond Construction Account");

WHEREAS, the Foundation has approved an unrestricted grant to the Grantee in the amount of $75 million which the Foundation understands will be used by the Grantee for capital construction purposes;

NOW THEREFORE, in consideration of the mutual promises and the representations and warranties of the Grantee contained in this Grant Agreement, Foundation and the Grantee do hereby agree as follows:

Section 1.

GRANT: TERMS AND FUNDING SCHEDULE

1.1 Grant. Foundation hereby agrees to pay a grant in the amount of $75,000,000 to the Grantee, in installments as hereinafter provided (the "Grant").

1.2 Funding Schedule. Grantee will have substantially expended the $170,000,000 balance in the Bond Construction Account before the Foundation begins paying installments of the Grant to the Grantee.

(a) Grantee will transmit a written notice requesting payment of the Grant ("Request for Grant Payment Notice") to the Foundation at least 45 days prior to the date on which Grantee requests the Foundation to make the first Grant installment payment to the Grantee (the "First Grant Payment Date"). Grantee will provide a schedule to the Foundation with such Request for Grant Payment Notice in which Grantee's authorized representative shall provide a schedule showing the Foundation (i) the amount of the balance of the Bond Construction Account on a date not less than seven days before the date of the Request for Grant Payment Notice and (ii) the projected amount of expenditures from the Bond Construction Account. Grantee's authorized representative will attach to the Request for Grant Payment Notice a representation on behalf of the Grantee that such projected expenditures are expected to reduce the balance of the Bond Construction Account to $50,000,000 or less on the First Grant Payment Date. Upon receipt of the

Request for Grant Payment Notice with the requested schedule and representation, the Foundation will disburse $10,000,000 to the Grantee on the First Grant Payment Date.

(b) The Foundation shall disburse the balance of the Grant in six additional installments of $10,000,000 each and a final installment of $5,000,000. The second installment shall be paid to the Grantee 30 days following the First Grant Payment Date, and each subsequent installment shall be paid to the Grantee 30 days following payment of the prior installment until the full amount of the Grant has been disbursed to the Grantee.

(c) The funding schedule may be accelerated by mutual written consent of the Foundation and the Grantee.

Section 2.

REPRESENTATIONS AND WARRANTIES

The following representations and warranties are true and correct as of the signing of this Grant Agreement and each request for payment by the Grantee shall constitute an affirmation that the following representations and warranties remain true and correct as of the date of such request and, unless Foundation is notified to the contrary prior to the disbursement of the requested payment, will be true and correct on the date of such payment. The Grantee hereby represents and warrants that:

2.1 Tax Status. The Grantee is a political subdivision of the State of Nevada and is an organization described in section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). If at any time the Grantee's status changes, the Grantee shall immediately notify Foundation of any change or changes thereof.

2.2 Authority. Grantee has taken all action necessary to authorize the execution and delivery by Grantee of this Grant Agreement and the consummation of the transactions contemplated in this Grant Agreement. A copy of Grantee's City Council resolution authorizing this Grant Agreement shall be delivered to Foundation at the time of execution of this Grant Agreement.

2.3 Bond Construction Fund. On the date of execution of this Grant Agreement, Grantee will furnish the Foundation with a statement certified by Grantee to be correct and complete showing the balance of the Bond Construction Fund and all expenditures made therefrom.

2.4 Impermissible Use of Funds. The Grantee will not use the Grant funds for any of the following purposes: (a) to carry on propaganda or otherwise to attempt to influence legislation, (b) to influence the outcome of any specific public election or to carry on any voter registration drive, (c) to make any grant to an individual for travel, study, or other similar purposes unless otherwise permitted by section 4945(g) of the Code, (d) to make any grant to an organization unless such organization is a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code (other than an organization described in section 4942(g)(4)(A)(i) or (ii) of the Code) or unless the Grantee exercises "expenditure responsibility" as defined in section 4945(h) of the Code and the

regulations thereunder with respect to such grant, (e) for any noncharitable purpose within the meaning of section 170(c)(2)(B) of the Code, or (f) for purposes other than capital construction.

2.5 No Untrue Statements. The representations, warranties and statements made by Grantee to Foundation do not contain any untrue statement. When taken together, the representations, warranties and statements made by Grantee to Foundation are not misleading, and they do not omit to state any material fact necessary to make such representations, warranties and statements in light of the circumstances in which they are made.

2.6 No Modification. No specific warranty or representation contained herein shall be deemed to modify or limit any general warranty or representation.

2.7 Reliance on Warranties. Grantee acknowledges that all of the representations, warranties and covenants made by Grantee in this Agreement were a material inducement to Foundation to approve the Grant and to enter into this Grant Agreement and Grantee further acknowledges that all of the representations, warranties and covenants contained herein are made with the knowledge and expectation that Foundation is relying thereon.

Section 3.

TERMINATION

Notwithstanding any other provision of this Grant Agreement, Foundation shall have the absolute right to terminate this Grant Agreement if (a) the Grantee ceases to be an organization described in section 170(c)(1) of the Code; or (b) the Grantee permits any of the Grant funds to be used for the following: (i) to carry on propaganda or otherwise to attempt to influence legislation, (ii) to influence the outcome of any specific public election or to carry on any voter registration drive, (iii) to make any grant to an individual for travel, study, or other similar purposes unless otherwise permitted by section 4945(g) of the Code, (iv) to make any grant to an organization unless such organization is a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code (other than an organization described in section 4942(g)(4)(A)(i) or (ii) of the Code) or unless the Grantee exercises "expenditure responsibility" as defined in section 4945(h) of the Code and the regulations thereunder with respect to such grant, (v) for any noncharitable purpose within the meaning of section 170(c)(2)(B) of the Code, or (vi) for purposes other than capital construction.

If any of the foregoing occurs, the Foundation may, at its sole discretion, cease making payment of any undistributed Grant funds and may recover any Grant funds disbursed to Grantee together with interest and reasonable attorneys fees.

Section 4.

GENERAL TERMS

4.1 No Agency. Grantee understands and agrees that the Foundation is not the

agent or representative of Grantee for any purposes whatsoever.

4.2 No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary, the terms, covenants and conditions contained in this Agreement are for the sole benefit of the parties hereto, and no reliance or benefit is intended to be granted to any person or company not a party to this Agreement.

4.3 Notices. All notices shall be in writing and shall be sent to the respective addressees of the parties as follows:

Grantee: CITY OF LASVEGAS
400 Stewart Ave., 8th Fl.
Las Vegas, NV 89101
Attn: Elizabeth N. Fretwell, City Manager

Foundation: DONALD W. REYNOLDS FOUNDATION
1701 Village Center Circle
Las Vegas, NV 89134-6303
Attn: Steven L. Anderson, President

A notice may be hand delivered or mailed, postage prepaid, first class, registered or certified mail, return receipt requested. Any notice sent by mail shall be deemed to have been received on the third business day following the date of mailing.

4.4 Applicable Law. This Grant Agreement has been delivered and accepted in, and shall be a contract made under and shall be entered into and governed by the laws of the State of Nevada. Any action or proceeding against Grantee or Foundation arising out of or relating to this Agreement shall be instituted only in federal or state court in Clark County, Nevada having jurisdiction, and each party waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and each party hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

4.5 Severability. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Grant Agreement.

4.6 Section Headings. The section headings and title headings contained herein are for convenience only and do not define, limit, construe or amplify the contents of such sections.

4.7 Drafting. This Grant Agreement shall not be construed either for or against Grantee or Foundation, but shall be interpreted in accordance with the general tenor of its language.

As of the date above first written, this Grant Agreement has been executed in multiple

original counterparts, each of which constitutes the original agreement, and an executed counterpart delivered to each signatory as of the day and year first above written.

FOUNDATION:

DONALD W. REYNOLDS FOUNDATION,
a Nevada non-profit corporation

By: _____
Name: Steven L. Anderson
Its: President

GRANTEE:

CITY OF LAS VEGAS,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman
Its: Mayor

ATTEST:

By: _____
Beverly Bridges, CMC, City Clerk

APPROVED AS TO FORM:

J. Barbicella 4/22/09
Date

Disclosure of Principals

The Trustees of Donald W. Reynolds Foundation, a Nevada non-profit corporation, are as follows:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
Fred W. Smith, Chairman	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Keith G. Bowman, M.D.	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Barbara Smith Campbell	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Barbara H. Hanna	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Neal R. Pendergraft	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
SAS Donald E. Pray (SECRETARY) (NOT A VOTING TRUSTEE)	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Jonathan Smith, O.D.	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Wes Smith	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000
Robert E. Slater	1701 Village Center Circle Las Vegas, NV 89134-6303	(702) 804-6000

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

Donald W. Reynolds Foundation

By: _____
Steven L. Anderson
Its: President

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS

TRAFFIC & PARKING COMMISSION – Vernell McNeal, Term Expiration 5-18-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The members of this board are appointed by the Mayor and confirmed by the City Council such that one member shall reside in and represent each of the six Wards and one member shall represent the City as a whole. Terms are 4 years; there is no requirement to fill unexpired portions of terms and no limit to the number of terms which may be served. Mr. McNeal is a Resident of Ward 5; he is eligible and wishes to be reappointed. Staff has recommended Mr. McNeal's reappointment.

RECOMMENDATION:
Procedure for this Board requires recommendation by Councilman Barlow with appointment by the Mayor and confirmation by the City Council.
Options are: Reappoint Mr. McNeal OR appoint a new Ward 5 resident to this seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Jorge Cervantes, Director, Department of Public Works
3. Board Interest forms from David Lawrence and Audrey Zachry

10-3-2008

TRAFFIC & PARKING COMMISSION

	MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1.	CRAIK, BETTE **(Tarkanian's recommendation)** **(Replaced Robert White-Resigned 3-29-2002)**	4416 Alta Drive **Resident of Ward 1**	07	5-15-2002 **(Reappt. 4-19-2006)**	5-15-2010
2.	ESBIN, MARTIN **(L. McDonald's reappt. rec.)**	9329 Lotus Elan Dr. **Resident of Ward 2**	17	2-21-1996 **(Reappt. 2-16-2000)** **(Reappt. 2-4-2004)** **(Reappt. 1-16-2008)**	2-21-2012
3.	McNEAL, VERNELL **(Weekly's recommendation)**	1700 Alta Drive, #2089 **Resident of Ward 5**	06	5-18-2005	5-18-2009
4.	HOBAN, ROBERT **(Reese's recommendation)**	1929 Ballard Drive **Resident of Ward 3**	04	12-20-1995 **(Reappt. 1-5-2000)** **(Reappt. 12-3-2003)** **(Reappt. 11-21-2007)**	12-20-2011
5.	TURNER, DAVID STEPHEN **(Mayor Goodman, City-wide appt.)**	1210 Hinson Street **Resident of Ward 2**	02	6-19-2002 **(Reappt. 5-17-2006)**	6-19-2010
6.	PHILLIPS, JOHN J. **(Brown's recommendation)**	3016 Yeoman Circle **Resident of Ward 4**	28	1-3-2001 **(Reappt. 9-15-2004)** **(Reappt. 10-1-2008)**	10-18-2012
7.	GARCIA, ED **(Ross's recommendation)**	7709 Meadowrobin Ave. **Resident of Ward 6**	131	3-3-2004 **(Reappt. 2-6-2008)**	3-3-2012

(The Sheriff, or his designee, Lt. Susan Leach, LVMPD, 400 Stewart Avenue, Traffic Section, Las Vegas, Nevada 89101-2984 (229-5853) and the Director of Public Works, or his designee, are also voting members.)

AUTHORITY: L.V.M.C. 2.48, Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

TERM: 4 years. No limit to number of terms. No requirement to fill unexpired portions of terms.

MEMBERS: **9 voting members -** 7 members of the public, the Sheriff, & Public Works Director.
(Bill #89-72 adopted 1-3-90 increased from 3 to 5 the public members; Ordinance #5258 enacted 10/4/2000 increased the public membership to 7 to include the two new Wards). Seven public members **appointed by the Mayor and confirmed by the City Council** such that one member shall reside in and be representative of each of the six Council Wards with one member representing the City as a whole. Ex-Officio (non-voting) - Traffic Engineer, City Attorney, Fire Chief, Director of Planning & Development or their designees and other staff members that the City Manager may designate.

NOTES: MUST BE CITY OF LAS VEGAS RESIDENT, Ord. 3527.
NO CITY FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions no longer required to file State form.)

MEETINGS: Meets 4th Thursday of each month, 2 p.m., City Hall Council Chambers.

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges
City Clerk

From: Jorge Cervantes
Director, Department of Public 'works

CC: Mr. Vernell McNeal
O.C. White, Jr.

Date: April 16, 2009

RECEIVED
CITY CLERK
2009 APR 23 A 8:54

Re: Vernell McNeal - Traffic and Parking Commission Re-Appointment

---

We have contacted Mr. Vernell McNeal, whose term on the Traffic and Parking Commission expires on May 18, 2009. Mr. McNeal wishes to be appointed to another four-year term on the Commission. He also wishes to remain on the Traffic Signal Capital Improvements Advisory Committee. He has not missed any meetings in the last 12 months. I would like to recommend his reappointment.

JC:ps

RECEIVED
CITY CLERK

2009 FEB 25 A 8:36

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: David P. Lawrence

Home Street Address: 1021 N Mallard ST

City: Las Vegas, NV **ZIP Code:** 89108

Work Street Address: _____

City: _____ **ZIP Code:** _____

Employer: _____ **Occupation:** _____

Home Phone Number: (702) _____ **Work Phone Number:** _____

Other Phone Number: _____ **Email Address:** _____

Please list the boards, commissions, or committees that you are interested in serving on:

Traffic + Parking Commission - Senior Citizen's Advisory Board - LVV Housing authority

For office use only
CLV Y ✓ N ___
Ward 5
Date 2/26/09 M

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

_____

_____

_____

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

_____

_____

_____

_____

_____

Please list any of your relatives or friends that work for the entity in which you would be serving:

_____

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to: **City Clerk**
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

RECEIVED
CITY CLERK

2008 AUG 29 A 10:51

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: AUDREY M. ZACHRY

Home Street Address: 7921 AVIANO PINES

City: LAS VEGAS **ZIP Code:** 89129

Work Street Address: 1009 WHITNEY RANCH

City: HENDERSON **ZIP Code:** 89014

Employer: TRC **Occupation:** CIVIL ENGINEER

Home Phone Number: 702 6551002 **Work Phone Number:** 702 248 6415

Other Phone Number: 702 499 2958 **Email Address:** momazac@cox.net

Please list the boards, commissions, or committees that you are interested in serving on:

BUS BENCH / SHELTER CONSTR. & MAINT.

PLANNING COMMISSION, REDEVELOPMENT AGENCY

TRAFFIC & PARKING COMMISSION

PARKS & REC ADVISORY COMM.

For office use only

CLV Y√ N___

Ward 4

Date 8.29.08

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

APWA - SPRING CONFERENCE COMMITTEE

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

PLEASE SEE COVER LETTER & RESUMES ATTACHED

Please list any of your relatives or friends that work for the entity in which you would be serving:

NA

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

TRC

1009 Whitney Ranch Drive
Henderson, NV 89014

702.248.6415 PHONE
702.248.0626 FAX

www.TRCsolutions.com

RECEIVED
CITY CLERK

2008 AUG 29 A 10:50

RECEIVED
CITY CLERK

2008 AUG 29 A 10:47

August 27, 2008

Beverly Bridges, City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

Subject: Request to be considered for Appointment to Committees and Commissions

Dear Ms. Bridges,

I am forwarding my Resume and Interest form to you, in an effort to be considered for appointment to the committees and/or commissions listed on the attached Interest form.

I am a Las Vegas resident and I believe I can serve my community with my expertise in Civil Engineering and Land Development specifically, but generally I can serve as a well invested and concerned citizen and mother of two. I am well organized and I can offer leadership and the ability to help create well thought out recommendations.

I believe in giving back to my community and this is an obvious way I can contribute to my city and state.

In the meantime, please let me know if there's anything I can assist with.

Thank you,

Audrey Zachry
Director of Land Development, TRC
Home address:
7921 Aviano Pines
Las Vegas, Nevada 89129
702-499-2958

Audrey Zachry, P.E.

7921 Aviano Pines Avenue
Las Vegas, Nevada 89129
702-499-2958

Experience

TRC (formerly V-Point)

Land Development Director ***4/2007 through present***

Marketing and Sales
Oversee of Project Entitlements, Project Design and Coordination
Oversee of Production Group implementing Improvement Plans and all relevant reports
Project Scheduling and Client Liaison
Contract Negotiation, Extra Origination, Contract Management and Billing

Subdivision Acceptance LLC

Vice President of Operations ***8/2006 through 4/2007***

Management of Company Start up and Client Base Marketing and Sales
Oversee of Estimates and Cost Analysis
General Management / Hiring

Centex Homes

Land Development Manager ***4/2004 through 7/2006***

Oversight of Construction Management
Management of Project Entitlements, Land Construction Budgets, Construction Schedules, Cash Flows and Contractor Performance
Land Acquisition Analysis, Budgets, Schedules and Proformas
Responsibilities included:

- Land Acquisition research and analysis to help determine profit potential
- Land Acquisition Proformas
- Coordination and Management of Engineering Documents, Entitlements and schedules
- Value Engineering of each facet of construction for Land Development
- Contract Negotiation, Budget Management and Management of Cash Flow projections for Land Development
- Management of Land Construction Schedule to meet the Master Schedule for Vertical Starts and Sales
- Quarterly analysis of Budgets and the Costs to Complete the project to insure Land Costs were projected correctly through home sales
- Bond exoneration and utility refund analysis in order to close out jobs and budgets
- Bi-party and Tri-party contract and budget management
- Training and protocol development for Forward Planning, Land Development Management and Field Operations

CVL Consultants, Inc

Senior Project Manager ***6/2002 through 4/2004***

Oversee of Project Entitlements, Project Design and Coordination
Oversee of Production of Improvement Plans and all relevant reports as well as Final Maps
Project Scheduling and Client Liaison
Contract and Extra Origination and Contract Management

Civiltec, Inc

Project Manager ***3/1996 through 6/2002***

Project Design and Coordination
Tentative Map, Site Planning and Layout, Site Calc'ing and Zoning
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology
Storm Drain Calcs
Computer Department Manager; Acad, Softdesk Standards
Client/Architect Coordination and correspondence
Final Mapping

At Home Mom

2/1993 through 3/1996

L.R. Nelson, Inc

Project Manager ***2/1991 through 2/1993***

Project Design and Coordination
Site Layout, Planning and Calc'ing
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology and some Storm Drain Calcs
Computer Department Manager; Acad, Softdesk Standards
Construction Management in conjunction with Architect for 2 High Schools
Client/Architect Coordination and correspondence

E. S. I.

Project Designer ***2/1989 through 2/1991***

Project Design and Coordination
Field Note Reduction
Sewer / Water Analysis with Report
Coordination with Hydrology, some Storm Drain Calcs

L.R. Nelson, Inc

Designer ***7/1987 through 2/1989***

S. E. A.
Drafter ***9/1985 through 7/1987***

J. M. Montgomery Engineers
Drafter and Runner ***9/1983 through 9/1985***

Relevant Construction Management Projects

- *Santa Bella 3 and 4 Single Family Residential (SFR) Development*
- *Tropical and Lawrence SFR*
- *Robindale Lindale North and South SFR*
- *Nelson Ranch and Nelson Ranch Pump Station SFR*
- *Edna Van Allen SFR*
- *Mesa Verde (Finished Lot Acquisition) SFR*

Relevant Design Projects

- *Santa Bella 3 and 4 SFR*
- *Tesoro, Terracina, Terrasol Subdivisions*
- *La Cresenta and La Ventina Subdivisions*
- *Grand View Apartments*
- *Martinez Elementary School*
- *Black Mountain, Towncenter LDS Churches*
- *Copper Canyon, Willows At Sunrise, Willows At Lone Mountain Apartments Sites*
- *Edna Garden, Cottonwood At Sunrise, Cottonwood North, Horizon Heights, Fairway Pointe At Queensridge Subdivisions*
- *Horizon Marketplace, Green Valley Business Center, Simmons Market Place Commercial Sites*
- *Las Vegas, Durango, Silverado High Schools*
- *Tate and Snyder Office Building*
- *Valle Verde / Pittman Wash Bridge - Civil Design*
- *Buckingham Estates, South Shore Villas, Copper Ridge Subdivisions*
- *Pecos Road, Windmill Road, Pebble Road*

Education

University of Nevada, Las Vegas
Civil Engineering Major

Certifications / License

State Of Nevada
Professional Engineering License 18277

State Of Nevada
Real Estate License

TRC

Audrey Zachry, PE
Director of Land Development

EDUCATION
Civil Engineering Major, University of Nevada

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS
Professional Engineer, Nevada, (#18277), 2007

AREAS OF EXPERTISE
Ms. Audrey Zachry has expertise in the following areas:

- Master Planned Communities and Infrastructure
- Residential Development
- Commercial Development
- Street Improvements
- Utilities
- Land Development Construction Management

REPRESENTATIVE EXPERIENCE
Ms. Zachry has over 20 years experience in various aspects of Land Development both in the public and private sectors. Her experience includes Construction Management of Residential Developments as well Senior Project Management of civil engineering and design projects. Her position as Director of Land Development allows her to lead and mentor many design teams to produce quality and timely projects for our clients.

Master Planned Communities and Infrastructure

American West Homes, Mountain Falls South – Pahrump, NV (Project Manager: 2007-present)
Ms. Zachry is currently involved with project management of the proposed 4,400 single family residential development in accordance with Nye County standards. This encompasses a 919-acre proposed development, entitlements, drainage facility design, backbone utilities, and street improvements as well as individual lot improvements.

Residential

Ovation, Duck Creek, Clark County, NV (Project Engineer: 2007-Present)
This project consisted of 363 apartment units on 20-acres in Clark County. Ms. Zachry was responsible for the technical drainage study and coordination with the improvement plans.

Plaster Development and Charter Development, Grand View, Copper Canyon, Willows at Sunrise and Willows at Lone Mountain Apartment Sites, Nv (Project Manager: 1998-2002)
These projects were 20 acre apartment sites, Ms. Zachry's responsibilities included close coordination with other firms including architectural, electrical, structural, mechanical, and landscape at all stages of the project. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and ADA compliance.

American Premiere, Centex and Charter Development, Santa Bella, Tesoro, Terracina, Terrasol, Cottonwood Series, Fairway Pointe at Queensridge, La Cresenta and La Ventina Single Family Residential Subdivisions, Nv (Project Manager: 1996-2004)
These projects ranged from 15 to 40 acre sites, Ms. Zachry's responsibilities included project management of the entitlements and civil engineering phase of projects. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and hydraulic and hydrology calculations. She managed and evaluated the site earthwork balance and cost estimates for the client to minimize ultimate project costs.

Commercial

Clark County School District, Martinez Elementary School, NV (Project Manager: 1999 - 2000) Ms. Zachry was responsible for the oversight of project design and coordination with the architect. The project consisted of sewer and water hydraulic analysis, along with traffic analysis coordination. Her responsibilities also included construction services, working through the architect to approve and coordinate product approvals.

Clark County School District, Las Vegas, Durango and Silverado High Schools, Nv (Project Manager: 1991 - 1993)
Ms. Zachry was project manager for each of the 40 acre sites. Her responsibilities included offsite coordination, site layout coordination with the architect and overall management of the civil project design, including water and sewer analysis. Her duties also included coordination of traffic design and hydrology design into the final civil design. Ms. Zachry coordinated and managed the project through the construction phase through the architect in charge.

Marathon Development, Horizon Market Place and Simmons Market Place and Green Valley Business Center, Nv (Project Manager: 2004-2006)
These projects were 20 acre commercial sites, Ms. Zachry's responsibilities included close coordination with other firms including architectural, electrical, structural, mechanical, and landscape at all stages of the project. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and she designed the site utilizing specific specifications of tenants and ADA Compliance.

LDS Church, Black Mountain, Alexander, Galleria and Towncenter LDS Church Sites, Nv (Project Manager: 1998-2002)
Ms. Zachry was project manager for each of the church sites. Her responsibilities included offsite coordination, site layout coordination with the architect and overall management of the civil project design, including water and sewer analysis. Her duties also included coordination of traffic design and hydrology design into the final civil design.

Tate and Snyder, Tate and Snyder Office Building, Nv (1991-1993)
Ms. Zachry's responsibilities included close coordination with the architect and landscape architect to meet the expectations of the client. As project manager she designed and managed all civil aspects including offsite utilities and roadways, onsite utilities and she designed the site utilizing specific specifications of client and ADA Compliance.

Construction Management

Centex, Santa Bella, Tropical/Lawrence, Robindale/Lindale, Nelson Ranch, Mesa Verde, Runvee Single Family Residential Projects, Nv (Land Development Manager: 2004-2006)
Ms. Zachry's role was as Land Development Manager and her responsibilities included pro formas for each project for land acquisition, oversight of entitlements, budget and lot delivery schedules, contract negotiation and management, quarterly cost to completes to corporate, construction management, contractor management, bond exoneration and project close out.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers, ASCE
- American Public Works Association, APWA
- National Women in Construction, NWIC
- American General Contractors, AGC
- National Association of Industrial and Office Properties, Naiop
- Nevada Development Authority, NDA
- Urban Land Institute Nevada, ULI
- US Green Building Council, USGBC

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – James Chachas, representing the Residential Construction Industry, Term Expiration 5-2-2009

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
The committee shall consist of five members to represent the residential construction, commercial development and construction industries, 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 are recommended by the City Manager and approved by the City Council. Terms are for two years; no limit to the number of terms, with no City Residency requirement. Mr. Chachas was originally appointed in May of 2007 to represent the Residential Construction Industry. His nomination for reappointment comes from the Southern Nevada Home Builders Association. He is eligible and wishes to be reappointed.

RECOMMENDATION:
Staff recommends the reappointment of Mr. James Chachas as the representative of the Residential Construction Industry

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Letter from Christopher Knight, Director, Building & Safety Department

1/12/09

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1. Mark Vincent **Public Officer who manages City Fiscal Affairs**	400 Stewart Avenue	89101	5-17-2006 **(Reapp. 4-16-2008)**	5-17-2010
2. Christopher Knight **Public Officer who oversees the operation of the Enterprise Fund**	731 South 4th Street	89101	12-17-2008	12-17-2010
3. Steve Quinn **Construction Industry**	1821 Western Avenue	89102	5-17-2006 **(Reapp. 4-16-2008)**	5-17-2010
4. Robert W. Potter **Commercial Development Industry** (replaces Brooks Williams, Deceased)	11712 Siena Mist Avenue	89138	12-17-2008	5-17-2010
5. James (Jim) Chachas **Residential Construction Industry**	Hobbs, Ong & Associates 3900 Paradise Road, Ste. 152	89109	5-2-2007	5-2-2009

******

AUTHORITY: Nevada Revised Statues (NRS)354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

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.

DEPT. SUPPORT: Christopher Knight Director, Building and Safety
Meghan McLeod, Administrative Secretary, Building and Safety

BUILDING & SAFETY

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

IAS Accredited
Building & Safety
731 S. Fourth Street
Las Vegas, NV 89101

TDD 702-386-9108
Voice:
Administration 229-6092
Permits 229-6251
Plans Examination 229-6251
Inspections 229-6914
www.lasvegasnevada.gov

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro-Tem)

Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
David W. Steinman
(INTERIM)

City Manager
Elizabeth N. Fretwell

April 28, 2009

Dear Beverly,

Jim Chachas is nominated by the Southern Nevada Home Builders as their representative to sit on the Building and Safety Enterprise Fund Committee. They would like to continue his stead as their representative. Jim has accepted this nomination and has had 100% attendance in the meetings in the past. The Southern Nevada Home Builders have agreed to follow up with a letter requesting his reinstatement and when that is received it will be forwarded to the City Clerks office for your records.

Thank you,

Chris Knight, Director
Department of Building and Safety
City of Las Vegas

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-16 - Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402.00
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The District provides annual funding for the general maintenance of the Fremont Street Pedestrian Improvements. The property owners will be billed in four (4) quarterly installments each year for the actual cost of maintenance based on contractor bids. The cost of the SID is estimated to be $252,402.00. The maintenance of the pedestrian improvement project is funded 100% by the property owners through this SID.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2009-16

BILL NO. 2009-16

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District)

is $252,402.00, of which $0 is available from other sources and $252,402.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 1, 2009, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 1, 2009, at 9:00 a.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 4, 2009. The City Clerk, by

publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for

those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 4, 2009, and as modified and confirmed by the District No. 1516 Assessment Protest Resolution duly adopted by the City Council on April 15, 2009.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2009, October 1, 2009, January 1, 2010 and April 1, 2010. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be

postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 24, 2009) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such

notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 20, 2009. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2009, October 1, 2009, January 1, 2010 and April 1, 2010. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the

option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 24, 2009 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 20, 2009.

Beverly K. Bridges, CMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 20, 2009, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 15th day of April, 2009, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th day of May, 2009.

/s/ Beverly K. Bridges, CMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 15, 2009, and was passed at a regular meeting held on May 20, 2009, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow David W. Steinman
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 24, 2009, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 20th day of May, 2009.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, CMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED APRIL 15, 2009, PASSED, ADOPTED AND APPROVED MAY 20, 2009.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, CMC, City Clerk

Approved as to Form:

3/31/09

Date Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, CMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on April 15, 2009 and finally adopted and approved on May 20, 2009.

2. The following members of the City Council were present at the April 15, 2009 meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	David W. Steinman

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 15, 2009, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2009, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 20, 2009 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
David W. Steinman

Those Voting Nay: _____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 15, 2009 and May 20, 2009. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 15, 2009, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 20, 2009, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 20, 2009.

Beverly K. Bridges, CMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2009 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2009 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2009-17 – Updates Municipal Code standards and requirements for ambulance services provided by means of franchise. Proposed by: Candace Falder, Acting Director of Finance and Business Services

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update Municipal Code standards and requirements for ambulance services provided by means of franchise. The update represents a cooperative effort among local jurisdictions and franchisees. The changes of note include the adoption of an ambulance replacement standard and a number of adjustments to ambulance response time standards, penalties for noncompliance and penalty waivers.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-17
2. Business Impact Statement

BILL NO. 2009-17

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE MUNICIPAL CODE STANDARDS AND REQUIREMENTS FOR AMBULANCE SERVICES PROVIDED BY MEANS OF FRANCHISE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Candace Falder, Acting Director of Finance and Business Services

Summary: Updates Municipal Code standards and requirements for ambulance services provided by means of franchise.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 8, Section 20 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.020: As used in this Chapter, unless the context otherwise requires, the words and terms defined in this Section have the meanings ascribed to them herein, as follows:

"Administrative Oversight Committee" or "AOC" means the committee established by the Interlocal Agreement for Ambulance Service Regulation adopted by the County, the City of Las Vegas and the City of North Las Vegas on [July 18, 2001;] January 1, 2006, as it may be amended or renewed from time to time, and its successors; or the City if the AOC is terminated or if the City withdraws its participation in the interlocal agreement.

"Advanced life support" or "ALS," whether used alone or as a modifier of other nouns, has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended. Likewise, the terms "ALS1" and "ALS2" have the same meanings as the definitions of those terms in 42 CFR 414.605, as may be amended.

"Air ambulance" means an aircraft, both fixed wing and rotary wing aircraft, especially designed, constructed, modified or equipped to be used for the transportation of injured or sick persons. "Air ambulance" does not include any commercial aircraft carrying passengers on regularly scheduled flights.

"Ambulance" means a motor vehicle which is specially designed, constructed, equipped and staffed to provide basic, intermediate or advanced care for one or more:

(1) Sick or injured persons; or

(2) Persons whose medical condition may require special observation during transportation.

For the purposes of this Chapter, the term "ambulance" specifically excludes nonmedically supervised patient transports and special event medical service transports.

"Ambulance service" means the emergency medical care and transport, the non-emergency medical care and transport service, including inter-facility ambulance transport service, or both, which are provided to patients utilizing an ambulance with appropriately licensed personnel. The term "ambulance service" does not include the use of vehicles for nonmedically supervised patient transport service, air ambulance service or special event medical service transports.

"Applicant" means a person who submits a completed application for a franchise as set forth in this Chapter.

"Application" means all written documentation, statements, representations and warranties provided to the City by an applicant, in accordance with this Chapter, to be relied upon by the City Council in making its determination of whether to grant or withhold a franchise.

"Automatic Vehicle Locator," "AVL/GPS" or "AVL" means the automated system used to track or determine the physical location of ambulance vehicles through a Global Positioning System (GPS), on a computerized mapping system that is integrated with the Fire Alarm Office.

"AVL/GPS data reports" means Global Positioning System (GPS) data that a franchisee may use to report that it was "on scene," thereby providing a means to calculate an official response time.

"Basic life support" or "BLS" has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"City" means the City of Las Vegas, Nevada.

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

"City Manager" means the City Manager appointed by the City Council to perform such administrative functions of the City government as may be required of him or her by the City Council, or his or her designee.

"Computer-aided dispatch" or "CAD" means dispatching of emergency vehicles through the computer technology to calls for service.

"CPI-MCS" means the Consumer Price Index (CPI) for all Urban Consumers: U. S. City Average, Series CUUR0000SAM2, Medical Care Services, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

"Critical care transport" (CCT) or "specialty care transport" (SCT) both have the same meaning as the term "specialty care transport" as defined in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"Department" means the Department of Finance and Business Services.

"Director" means the Director of the Department of Finance and Business Services, or his or her designee.

"Emergency" has the same meaning as that term is defined by the Health District, as may be amended.

"Emergency medical care" means medical care given to a patient in an emergency situation before the patient arrives at a hospital or other medical facility and until responsibility for the patient is assumed by the medical staff at such facility.

"Emergency medical service" or "EMS" means a system consisting of a chain of services linked together to provide emergency medical care for the patient at the scene, during transport, and upon entry at a hospital or other medical facility.

"EMS priority dispatch" means a dispatch system:

(1) Whereby Certified Emergency Medical Dispatchers (EMD's) give lifesaving pre-arrival instructions to person requesting the same; and

(2) Which provides for the dispatch of the appropriate level of emergency vehicle response, A, B, C, D or E as determined by use of a priority card or computer program, based on the severity of the medical emergency.

"Emergency medical technician-intermediate" or "EMT-Intermediate" means a person who is qualified, in accordance with the Health District regulations as an EMT-Basic and who is also qualified in accordance with the Health District regulations to perform essential advanced techniques and to administer a limited number of medications.

"Emergency medical technician-paramedic" or "EMT-Paramedic" means a person possessing the qualifications of the EMT-Intermediate and also, in accordance with the Health District regulations,

as having enhanced skills that include being able to administer additional advanced life support interventions and medications.

"Emergency response" has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"Financial statements" means audited financial statements of the local operation of the franchised business. Financial statements are to include: balance sheet, income statement, statements of cash flows, and statement of retained earnings.

"Fire Alarm Office" or "FAO" means the office referred to as Firecom in the Health District regulations which is administered by the City of Las Vegas through an interlocal agreement among the City of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that office.

"Fire Department" means the City's Department of Fire and Rescue.

"Franchise" means the authorization granted to a person by the City Council to provide ambulance service within the City's rights-of way, highways, streets, roads and alleys. The terms and conditions of such authorization will be described in a franchise agreement specific to such purpose.

"Franchise agreement" means the written agreement entered into between the City and a franchisee evidencing the City's authorization for a franchisee to provide ambulance service requiring the franchisee to comply with the terms of this Chapter and incorporating such other reasonable provisions as the City Council deems appropriate.

"Franchise service area" or "service area" means the geographic area of the City, including any sub-zones thereof, specified in a franchise agreement wherein a franchisee is authorized and required to provide ambulance service.

"Franchisee" means the person to whom an ambulance service franchise is granted by the City Council pursuant to this Chapter.

"Health District" means the Southern Nevada Health District, its officers and authorized agents.

"Health District regulations" means the applicable EMS regulations adopted by the District Board of Health, as they may be amended from time to time.

"Health Officer" means the Health Officer of the Health District.

"Inter-facility ambulance transport service" means an emergency or a nonemergency transport of a

patient by ambulance that originates and terminates at previously designated medical facilities or locations.

"Loaded mileage" has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"MDT" means a mobile data terminal, or a computerized device used in emergency vehicles to communicate with a central dispatch office.

"Maximum ambulance service rate" means the maximum amount that a franchisee may bill a patient or other payer for the level of ambulance service provided to the patient, as established in this Chapter, including all ancillary services and supplies used in providing ambulance service.

"Mutual aid" means ambulance service provided within the franchise service area in response to a request by a franchisee through the FAO for assistance from another franchisee to provide ambulance service in the requesting franchisee's authorized service area pursuant to an agreement between the franchisees that is on file with the AOC.

"Nonemergency ambulance service" means prearranged non-911 dispatched ambulance service provided to patients with non-life-threatening conditions that does not require the use of lights and sirens, including without limitation nonemergency ambulance service requested at special events and other non-911-dispatched ambulance service requests that would be categorized as nonemergency transfers or level 33-A calls (as that term is approved and endorsed by the Health District) when processed through EMS priority dispatch protocol.

"Nonmedically supervised patient transfer service" means the transportation of a person that does not require any medical supervision, observation or care while en route, as permitted by the State of Nevada Transportation Services Authority.

"Performance standards" means response time requirements that are required to be met by a franchisee as specified in Section 6.08.150 in the performance of providing ambulance service by the franchisee.

"Response time" means the time period measured from receipt by a franchisee of electronically transferred information from the FAO dispatch facility on the patient location, EMS priority dispatch code, and call-back number to the time when the ambulance dispatched to the incident arrives and reports that it is "on scene" as that term is defined by the AOC, or when the dispatched ambulance en

route to an incident is canceled by the FAO dispatch.

"Rights-of-way" means property dedicated to, granted to, or held or prescriptively used by the City for public street, alley, road and highway purposes.

"Service category" means the type or level of ambulance service that is specified in a franchise granted pursuant to this Chapter.

"Seven-digit request for emergency service" means any telephone request for emergency ambulance service that is received directly by a franchisee from any source, including representatives of law enforcement agencies, which is required to be electronically transferred immediately to the FAO system.

"Special event" means activities such as, but not limited to, sporting events, off-road vehicle races, speedway races, concerts, fairs and parades occurring on a specific date and time at a specific location.

"Special event medical service" or "SEMS" means the providing of medical care to the participants and members of the public in attendance at a special event pursuant to a contractual arrangement between a special event medical service provider or a franchisee and the special event owner, operator, promoter, organizer or any other person authorized to enter into such contractual arrangements on behalf of the special event.

"Special event medical service provider" or "SEMS provider" means a person who has obtained a special event medical service provider business license pursuant to Title 6 of this Code and special purpose ambulance service permits required pursuant to Health District regulations.

"Special event vehicle" means the special purpose vehicle permitted by Health District regulations which for the purposes of this Chapter may be used for the sole purpose of providing standby medical coverage at predesignated special events. Except as otherwise provided in this Chapter, the term does not include a vehicle which provides ambulance service over City rights-of-way.

"Street" means the surface of the full width of the right-of-way, including alleys, sidewalks and thoroughfares, places or ways of any kind used by the public or open to the public as a matter of right for the purpose of vehicular traffic or vehicular and pedestrian traffic.

"Sub-zone" means a portion of a franchise service area as defined in a franchise agreement.

"Transfer of ownership or control" means any transaction in which:

(1) Any ownership or other right, title, or interest of more than five percent in a franchisee or its ambulance service is transferred, sold, assigned, leased, sublet, or mortgaged, directly or indirectly, voluntarily or involuntarily, in whole or in part;

(2) There is any change or transfer of control of a franchise or ambulance service;

(3) The rights, obligations, or both, which are held by a franchisee under its ambulance franchise are transferred, directly or indirectly, to another party;

(4) Any change or substitution occurs in the managing general partners of a franchisee, where applicable; or

(5) A franchisee, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the franchisee, directly or indirectly, in a manner that will adversely affect users of the ambulance service.

"Transponder" means an electronic device affixed to an ambulance that activates the private access gates located within the franchise service area.

"Unforeseen economic circumstance" means:

(1) That within a given twelve-month calculation period the percentage change in the CPI-MCS was greater than ten percent or less than zero (decrease); or

(2) Another circumstance or set of circumstances which the City Council determines to have had a significant effect on the cost of providing ambulance service.

"Volunteer ambulance service" means volunteer ambulance service which is authorized and operated under the direct supervision of the Fire Department.

SECTION 2: Title 6, Chapter 8, Section 130 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.130: (A) No franchisee shall deviate from the color scheme, logo or design approved by the Fire Chief without his or her prior consent.

(B) The franchisee shall maintain records within the City and allow for audits as provided in applicable Sections of this Chapter and Title 6 of this Code.

(C) A franchisee shall adhere to response time standards and staffing requirements of this Chapter in its service area and individually in each subzone that the franchisee is authorized

to serve. The franchisee shall ensure that each sub-zone in its service area receives the same level of service or level of performance as compares with other sub-zones it serves within the franchise service area.

(D) A franchisee shall not use, encourage, advocate or solicit the use of any telephone number or system of communication in lieu of the 911 emergency telephone system number for the dispatch of an ambulance to any call except for non-emergency service as defined by this Chapter.

(E) Unless otherwise specified in its franchise agreement or required by AOC regulations and procedures, when a franchisee receives, through any means, a request for service which if processed through EMS priority dispatch protocols would be determined to be a Category A, B, C, D, or E level call for EMS ambulance service the franchisee shall electronically transfer information on the call to the FAO, including patient location, condition and call-back number.

(F) Any ambulance used for emergency 911 responses by a franchisee shall be replaced no later than when the vehicle mileage reaches 300,000 miles. Any franchisee that has a current franchise agreement with the City on June 1, 2009, shall have until June 30, 2011, to comply with this Subsection (F).

(G) Except with respect to nonemergency ambulance service, when a franchisee is providing special event medical service and a patient's condition requires transport, or a franchisee is directly called to transport a patient from a special event, the franchisee shall electronically transfer information on patient location, condition, availability of or need for the dispatch of an ambulance and call-back number to the FAO.

SECTION 3: Title 6, Chapter 8, Section 150 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.150: (A) Requests for ambulance service which are received through the FAO, including seven-digit requests for emergency service, or through a 911-emergency telephone system shall meet the following response time performance standards:

(1) For all EMS priority dispatch B, C, D and E level emergency calls, the response time shall be not greater than [eight] eleven minutes and fifty-nine seconds [(8:59).] (11:59).

(2) [For all EMS priority dispatch B level emergency calls, the response time shall be no greater than twelve minutes and fifty-nine seconds (12:59).

(3)] For all EMS priority dispatch A level emergency calls, the response time shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

(B) A franchisee must have ninety percent compliance with the response time standards of Subsection (A) of this Section for the combined total of EMS priority dispatch B, C, D, and E level emergency calls during each calendar month within a service area or each sub-zone of the service area as such service area or sub-zones thereof are established or amended in accordance with the terms of the franchise agreement.

(C) In addition to the provisions of Subsection (A) of this Section, a franchisee's failure to arrive on the scene in response to EMS priority dispatch C, D and E level emergency calls within fourteen minutes and fifty-nine seconds (14:59) of dispatch by the FAO may be cited in the franchise agreement as grounds for taking further disciplinary action against a franchisee.

(D) A franchisee's failure to comply with the response time requirements of this Chapter and resulting penalties may be waived by the Director after his or her consideration of any recommendations made by the AOC, and provided that such waiver is not contrary to the provisions of the franchise agreement[, under the following circumstances:

(1) A] <u>when a</u> franchisee was unable to locate the incident due to incorrect or inaccurate dispatch information from the FAO, such as incorrect number of a street address, street name, direction, street designator or fire district and phantom grids as maintained by the FAO.[; or

(2) Due to circumstances beyond the franchisee's control, including detention of ambulance and crew at a hospital emergency department for excessive lengths of time waiting for hospital staff to accept transfer of care of a patient.]

(E) Calls not canceled by the FAO before the response time requirement has expired but for which the ambulance crew failed to substantiate the on-scene time through usage of AVL/GPS data reports or, if the AVL/GPS was not functioning, failed to report through alternative methods established by the AOC, will be considered as failing to meet the [8:59, 12:59,] <u>11:59,</u> 14:59 or 19:59 response time requirements of this Section.

(F) [Calls] A call for which an ambulance did not respond within the applicable [8:59, 12:59,] 11:59 14:59 or 19:59 response time requirements of this Section, either by the franchisee or by another ambulance service provider through a mutual aid agreement, [and the call was not canceled by the FAO before expiration of the response time requirement,] will be considered as failing to meet the response time requirements of this Section if the call was not canceled by the FAO before the expiration of the response time requirements.

(G) When the FAO closes a call, the call is terminated and the applicable response time standard specified in this Section will apply. If the FAO reopens the call, the franchisee shall consider it a new call and calculate the response time from the time the franchisee receives information that the call has been reopened to the time when the ambulance dispatched to the incident arrives and reports that it is "on scene," as that term is defined by the AOC, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

[(G)] (H) When multiple ambulances are dispatched by FAO to a single incident, the applicable [8:59, 12:59,] 11:59 or 14:59 response time standard specified in this Section will apply only to the first ambulance dispatched by FAO, and additional ambulances responding to the incident will not have a response time requirement nor be counted as a separate call by a franchisee in calculating its monthly ninety percent response time compliance required by this Section.

[(H)] (I) When a franchisee requests mutual aid from another franchisee, the requesting franchisee will count that call in its total monthly calls in calculating its ninety percent on-time response requirements of this Section and will be responsible for any incidental late penalties for such response.

[(I)] (J) The franchise agreement may specify an area of the City wherein the response time requirements of this Section shall not apply.

[(J)] (K) In addition to any other remedy and penalty provided in this Chapter or the franchise agreement, failure of a franchisee to meet the monthly ninety percent response time requirements set forth in this Chapter within its service area or any sub-zone thereof, as defined by the franchise agreement, for any [three] four months during any [twelve-month] period consisting of twelve consecutive calendar months shall be grounds for readjustment of the service area[, revocation

of the franchise] or any other appropriate action as may be determined by the City Council, in its sole discretion[.], including but not limited to action authorized by Section 6.08.290.

SECTION 4: Title 6, Chapter 8, Section 160 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.160: (A) Except as otherwise provided by Subsection (B) of this Section, the following procedures shall apply:

(1) Upon arrival at the scene of an incident where patient care is being provided by Fire Department personnel, the ambulance franchisee's personnel shall:

(a) Seek out the officer or paramedic in charge (Incident Commander) for an information report on patient care already provided;

(b) Request possible assignments to assist in any additional care;

(c) Avoid duplicating any patient assessment or treatment already completed; and

(d) Work under the direction of the Incident Commander.

(2) Upon arrival at the scene of an incident where patient care is being provided by ambulance franchisee's personnel, the Fire Department may assume command of the scene. In the event that the Fire Department does assume command of the scene it shall:

(a) Seek out the ambulance franchisee's employee in charge for a report on the condition of the patient, and any treatment that may have been provided;

(b) Request transfer of information from the ambulance franchisee's personnel; and

(c) Remain in charge of the scene while at the scene.

(3) Upon the Fire Department's assumption of command of an incident scene, care of a patient or patients shall be the responsibility of the Fire Department personnel until such personnel have ceased to provide patient care and responsibility has been transferred to franchisee personnel; provided, however, that at no time shall ambulance franchisees' personnel delay initiation of appropriate treatment or transportation of a patient in anticipation of Fire Department response. It is the responsibility of all agencies providing patient care to cooperate and assist in

treatment and transportation requirements.

(4) A franchisee responding to an FAO call shall not send additional ambulances to an incident unless so authorized by the Incident Commander or the FAO.

(B) If a call is closed by a Fire Department unit by changing status to available, the franchisee shall continue to the scene unless the franchisee receives notification from the FAO that the call is cancelled. The franchisee shall substantiate the on-scene time through usage of AVL/GPS data reports or, if the AVL/GPS was not functioning, through alternative methods established by the AOC. If the franchisee cannot electronically transfer data to the FAO due to the closing of the call, the data in the franchisee's CAD will be verification of the official response time.

(C) Nothing in Subsection (A) of this Section shall be deemed to require or authorize the interruption of patient care in progress.

SECTION 5: Title 6, Chapter 8, Section 200 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.200: (A) At the request of either the Director or AOC, a franchisee shall submit reports, records and other information regarding emergency and nonemergency transports that are necessary to verify the franchisee's compliance with this Code and franchise agreements executed pursuant to this Chapter. These reports, records and information shall be submitted in the format and on the date requested by the Director or AOC.

(B) A franchisee may keep records using account numbers or patient numbers rather than names and addresses; provided, however, that such records shall include the FAO incident number.

(C) The franchisee shall provide an annual report to the City Manager or AOC listing all ambulance vehicles, by vehicle identification number, vehicle number and license plate, that are used for emergency 911 response and indicating the odometer mileage reading of each vehicle. The mileage reading shall be documented for each vehicle during the month of January of each year, and the date of the reading for each vehicle shall be included in the list. The mileage report shall be due no later than March 1 of each year.

SECTION 6: This Ordinance shall become effective on June 1, 2009.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-1-09
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, 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 _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-17
(Updates Municipal Code standards and requirements for ambulance services provided by means of franchise)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-17 , that will update Municipal Code standards and requirements for ambulance services provided by means of franchise.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable. The ordinance language was developed cooperatively with the only business to be impacted.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Unable to identify

Beneficial effects:

Updated standards that are either beneficial or satisfactory to the affected business

Direct effects:

Updated standards that are either beneficial or satisfactory to the affected business

Indirect effects:

Not applicable

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

The language of the rule was mutually developed with the affected business

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: April 1, 2009

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-18 – Updates and corrects various provisions of the City's zoning regulations relative to certain land use categories and development standards. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update and correct various provisions of the City's zoning regulations relative to certain land use categories and development standards. The most significant changes are to 1) require special use permit approval for all public and private primary and secondary schools, 2) update the onsite parking requirement for churches, and 3) establish new use categories and standards for uses such as retail bakery, internet café, auction house, martial arts studio, tutoring center and internet/catalogue sales office.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2009-18

BILL NO. 2009-18

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE AND CORRECT VARIOUS PROVISIONS OF THE CITY'S ZONING REGULATIONS RELATIVE TO CERTAIN LAND USE CATEGORIES AND DEVELOPMENT STANDARDS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Updates and corrects various provisions of the City's zoning regulations relative to certain land use categories and development standards.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Animal Keeping & Husbandry," as found in the "Rural & Animal-Related" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Animal Keeping & Husbandry	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
	C	C	C																		
	Description: The raising, keeping and breeding of domestic animals, including without limitation dogs, cats, birds, sheep, goats and pot-bellied pigs. The use must be ancillary to the principal use, but may be conducted for commercial purposes.																				
	Conditional Use Regulations: 1. The applicant must submit to the Planning and Development Department, for administrative review and approval, a site plan with notes indicating the number and types of animals to be kept or reproduced on the premises. 2. No more than 3 sheep or goats may be kept for each one-half acre of land included in the building site. 3. All operations and activities shall be in accordance with LVMC Title 7.																				
	On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.																				

SECTION 2: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Pet Boarding," as found in the "Rural & Animal-Related" element of Table 2, to read as follows:

. . .

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Pet Boarding	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	[S] C	[S] C		C	C
	Description: A lot, building, premises or structure on which four or more household pets are kept regularly and for extended periods of time for the benefit of persons who do not reside on the premises. This use includes facilities that provide shelter, care, feeding, exercising, grooming or incidental medical care for household pets for remuneration or otherwise on a commercial basis, as well as a kennel operation.																				
	Conditional Use Regulations: 1. All animals shall be confined within an enclosed area or on a leash at all times. 2. Structures shall be designed to provide reasonable sound barriers and odor protection for adjoining properties. 3. Pens shall be screened from view from adjacent streets and adjoining properties. 4. Any exterior pens that are adjacent to a residential parcel shall be located a minimum of 50 feet from the parcel. 5. All operations and activities shall be in accordance with LVMC Title 7.																				
	On-site Parking Requirement: One space per 250 square feet of gross floor area.																				

SECTION 3: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Senior Citizen Apartments" as found in the "Residential & Lodging" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Senior Citizen Apartments	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
								C	C	C						S					
	Description: An apartment house or other multi-family dwelling in which each unit is occupied by at least one person 55 years of age or older, or in which the units are intended and operated for occupancy by persons 55 years of age or older. This use includes an apartment house or other multi-family dwelling that qualifies as "housing for older persons" under the provisions of Federal law, including without limitation housing developments that: 1. Provide significant facilities and services specifically designed to meet the physical or social needs of older persons; and 2. Publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons 55 years of age or older to the extent allowed by applicable State or Federal law.																				
	Conditional Use Regulations: 1. For any development that is over three stories in height: a. The structures shall be compatible with the scale and massing of the types of development allowed in the applicable zoning district and shall provide a transition to less intensive development. b. Rooflines and façade elements shall be articulated in order to break down the apparent massing of the structures.																				
	Minimum Special Use Permit Requirements: 1. For any development that is over three stories in height: a. The structures shall be compatible with the scale and massing of the types of development allowed in the applicable zoning district and shall provide a transition to less intensive development. b. Rooflines and façade elements shall be articulated in order to break down the apparent massing of the structures.																				

USE	RESIDENTIAL	COMMERCIAL	INDUSTRIAL
Senior Citizen Apartments (Continued)	**Minimum Special Use Permit Requirements: (Continued)** 2. The use shall be developed and operated only in connection with ground-level nonresidential development. In the case of a multi-floor structure, the apartments themselves must be located above the ground floor, but access ways, entryways and community rooms may be located on the ground floor. (C-1 only) 3. The primary resident or guest entryway to the apartments must be independent of ground floor commercial uses, and must be directly accessible from and oriented to a street. (C-1 only) 4. The overall architecture of the front elevation shall highlight the difference in uses through variations in volume and proportion, and shall be treated as a cohesive whole through finishes and colors. (C-1 only) 5. For any development that, in accordance with LVMC 19.08.050, is allowed to exceed the maximum lot coverage provisions set forth in that Section, all landscape buffer requirements, and all minimum setback requirements for the C-1 District, shall be met. (C-1 only)		
	On-site Parking Requirement: .75 spaces per unit (.5 spaces per unit within the Downtown Overlay District).		

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Church/House of Worship," as found in the "Institutional & Community Service" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Church/House of Worship	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
	S	S	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P
	Description: 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 Chapter 19.18. This use does not include any class of child care center, general education classroom or facility, thrift shop, homeless shelter or commercial activity.																				
	Minimum Special Use Permit Requirements: 1. The Special Use Permit approval may include such activities as religious services, religious instruction, church club activities and similar activities. 2. The Special Use Permit approval may also include accessory functions, such as child care facilities, formal educational programs, preschool classes and similar related activities, if: a. The uses are specifically proposed in the application; and b. The Director finds that each such use is ancillary to the primary use. 3. Following approval of a Special Use Permit, if any additional uses not specifically covered by that Special Use Permit are proposed, an additional public hearing process shall be required to add the uses. *4. In residential districts, related uses such as thrift shops, homeless shelters and other similar activities may not be conducted and are not eligible for approval as part of a Special Use Permit. Such uses may be conducted only in the zoning districts in which such uses are permitted as primary uses, and must receive specific approval to operate. *5. Churches on sites larger than 5 acres shall not be permitted in the U District or a district with an "R" prefix.																				
	On-site Parking Requirement: One space for each 4 fixed seats, or one space for each 100 square feet of non-fixed seating area in the gathering room. Where fixed seating consists of benches or pews, each 20 linear [feet] inches of bench or pew shall be considered one seat.																				

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Public or Private School, Primary," as found in the "Institutional & Community Service" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Public or Private School, Primary	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-I	C-2	C-PB	C-M	M
	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	S	S	S	[C] S	[C] S	[C] S	[C] S
	Description: An institution that provides kindergarten through 8th grade education and is supported by a public, religious or private organization.																				
	[Conditional Use Regulations:] Minimum Special Use Permit Requirements: 1. Adequate pick-up and drop-off areas must be provided on-site.																				
	On-site Parking Requirement: Three spaces per classroom.																				

SECTION 6: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Public or Private School, Secondary," as found in the "Institutional & Community Service" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Public or Private School, Secondary	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
	S	S	S	S	S	S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	[C] S	S	S	S	S	S	S	S
	Description: An institution that provides 9th through 12th grade education and is supported by a public, religious or private organization.																				
	[Conditional Use Regulations:] Minimum Special Use Permit Requirements: 1. Schools shall be located on a collector street or larger.																				
	On-site Parking Requirement: Nine spaces per classroom.																				

SECTION 7: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Institutional & Community Service" element of Table 2, at the appropriate location, a new entry for the use "Tutoring Center," reading as follows:

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USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Tutoring Center	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
													C		C		C	C	C	C	C
	Description: An institution or place of education or instruction, other than a public or private school (primary or secondary), business school, or trade school, that is owned and operated privately for profit and that does not offer a complete educational curriculum. This use includes an educational testing center.																				
	Conditional Use Regulations: 1. Adequate pick-up and drop-off areas must be provided on-site. 2. Equipment used for instructional purposes must be stored within the building. 3. Instructional services must be provided with a pupil/instructor ratio no greater than 2:1. (P-R only)																				
	On-site Parking Requirement: One space for each staff member, plus one space for every 5 students in class when the center is at maximum capacity.																				

SECTION 8: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Office & Professional" element of Table 2, at the appropriate location, a new entry for the use "Internet/Catalogue Sales Office," reading as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Internet/Catalogue Sales Office	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
													C	C	C	P	P	P	P	P	P
	Description: An establishment which specializes in the sale of products via the internet or by catalogue for delivery to a customer's home or business. This use may include in-person customer consultations at the establishment.																				
	Conditional Use Regulations: 1. Neither the sale of products located on-site nor the delivery of products on-site is permitted.																				
	On-site Parking Requirement: One space for each 300 square feet of gross floor area.																				

SECTION 9: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Liquor Establishment (Tavern)," as found in the "Retail & Personal Services" element of Table 2, to read as follows:

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USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Liquor Establishment (Tavern)	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	S	S	S	S	S

Description:
A facility which sells alcoholic beverages for consumption on the premises where the same are sold and authorizes the sale, to consumers only and not for resale, of alcoholic beverages in original sealed or corked containers, for consumption off the premises where the same are sold.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring both a minimum separation between liquor establishments (tavern), and a minimum separation between a liquor establishment (tavern) and certain other uses that should be protected from the impacts associated with a liquor establishment (tavern). Therefore, except as otherwise provided below, no liquor establishment (tavern) may be located within 1500 feet of any other liquor establishment (tavern), church, synagogue, school, child care facility licensed for more than 12 children, or City park.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed liquor establishment (tavern) which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed liquor establishment (tavern). The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a liquor establishment (tavern) refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed liquor establishment (tavern) will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed liquor establishment (tavern) will be located;

C. All parking spaces required by this Table 2 and LVMC Chapter 19.10 for the liquor establishment (tavern) use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of the parcel on which the liquor establishment (tavern) will be located, execute and record an agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

4. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

5. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of Paragraph 19.04.050(A)(4), but only in connection with a proposed liquor establishment (tavern) that:

a. Will be located on a parcel within the C-V District, the Parkway Center District within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, or the Downtown Casino Overlay District;

USE	RESIDENTIAL	COMMERCIAL	INDUSTRIAL
Liquor Establishment (Tavern) (Continued)	**Minimum Special Use Permit Requirements: (Continued)** b. Will be located on a parcel or within a building that, pursuant to State law or City ordinance, has been designated as an historic property, historic building, or landmark; c. Will be located within a regional mall; d. Will be located within a mixed-use development: i. That has been approved by means of Special Use Permit pursuant to Chapters 19.04 and 19.18; ii. That has a minimum net site area of 15 acres; and iii. Whose gross floor area of nonresidential space is a minimum of 250,000 square feet; or e. Will be separated from the existing use by a street or highway with a minimum right-of-way width of 100 feet. *6. The use shall conform to, and is subject to, the provisions of LVMC Chapters 6.40 and 6.50.		
	On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area, with a minimum of ten spaces required.		

SECTION 10: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the entry for the use "Secondhand Dealer," as found in the "Retail & Personal Services" element of Table 2, to read as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Secondhand Dealer	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	S	S		C	C
	Description: A specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. This use includes the sale of jewelry (Class III type) and scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. This use does not include the buying and selling of foreign or domestic coins for numismatic purposes[,] or used books, which shall be allowed where retail sales of new merchandise is permitted. This use also does not include a thriftshop or nonprofit thriftshop.																				
	Conditional Use Regulations: 1. No outdoor display, sales or storage of any merchandise shall be permitted. 2. The use shall comply with the applicable requirements of LVMC Title 6. 3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.																				
	Minimum Special Use Permit Requirements: *1. No outdoor display, sales or storage of any merchandise shall be permitted. *2. The use shall comply with the applicable requirements of LVMC Title 6. *3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.																				

USE	RESIDENTIAL	COMMERCIAL	INDUSTRIAL
Secondhand Dealer (Continued)	**On-site Parking Requirement:** One space for each 250 square feet of gross floor area.		

SECTION 11: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Retail & Personal Services" element of Table 2, at the appropriate locations, new entries for the uses "Retail Bakery," "Internet Café"and "Martial Arts Studio," respectively reading as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Bakery, Retail	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
														P	A		P	P	S	P	P
	Description: An establishment which specializes in baked goods for retail sale but does not provide meals as found in a restaurant.																				
	On-site Parking Requirement: One space for each 100 square feet of gross floor area.																				

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Internet Café	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																	C	C	C	C	C
	Description: An establishment that provides for public use 5 or more computers or other electronic devices: 1. For purposes of accessing the internet, a local area network, e-mail programs or other computer software programs; and 2. The public use of which is in exchange for compensation of any kind and paid in any manner, including but not limited to the payment of a membership fee. This use will generally include establishments commonly known as PC cafés, cyber cafés, cyber centers, and similar designations.																				
	Conditional Use Regulations: 1. No persons under the age of 16 years may use the computers or other electronic devices between the hours of 8:00 A.M. through 2:00 P.M., Monday through Friday, and after 10:00 P.M. daily, unless accompanied by a parent or guardian. The 8:00 A.M. through 2:00 P.M. restriction shall not apply during school holidays and school vacation periods recognized by schools within the City. 2. Accessible and adequate storage for bicycles and skateboards shall be provided to prevent an accumulation of bicycles and skateboards in such a manner as to interfere with the public use of sidewalks or streets.																				
	On-site Parking Requirement: One space for every computer or electronic device provided for use, plus one space for each staff member on the largest shift.																				

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USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Martial Arts Studio	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
														P		P	P	P	S	P	P
	Description: An establishment whose principal business activity is the instruction of the martial arts as defined by LVMC 6.53.020(C). This use does not include any nonprofit organization or entity that offers martial arts instruction only as an incidental service in its overall program of activities.																				
	On-site Parking Requirement: One space for each staff member, plus one space for every 10 students in class when the facility is at maximum capacity.																				

SECTION 12: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Commercial & Business Services" element of Table 2, at the appropriate location, a new entry for the use "Auction House," reading as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Auction House	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
																		S		S	S
	Description: An enclosed establishment for the temporary storage and offering by an auctioneer of qualified property which is offered or sold to the highest bidder by means of a request or invitation for bids. For purposes of this description, the term "qualified property" means property of any kind belonging to another, but excluding animals, motor vehicles and business inventory to be liquidated following or in connection with the closing of a business. This use does not include a secondhand dealer.																				
	Minimum Special Use Permit Requirements: *1. Temporary storage shall be limited to three weeks or less. 2. No outdoor display, sales or storage of any merchandise shall be permitted. 3. The use shall comply with the applicable requirements of LVMC Title 6. 4. The installation and use of an outside public address system or bell system is prohibited. 5. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.																				
	On-site Parking Requirement: One space for each 2 fixed seats, or one space for each 50 square feet of non-fixed seating area in the assembly area. Where fixed seating consists of benches, each 20 linear inches of bench shall be considered one seat.																				

SECTION 13: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting from the "Mixed Uses" element thereof the entry for the use "Mixed-Use."

SECTION 14: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding to the "Mixed Uses" element of Table 2 a new entry for the use "Mixed-Use," reading as follows:

USE	RESIDENTIAL												COMMERCIAL						INDUSTRIAL		
Mixed-Use	U	R-A	R-E	R-D	R-1	R-CL	R-2	R-3	R-4	R-5	R-MH	R-MHP	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M
								S	S	S			S	C	S		C	C	C		

Description:
The vertical integration of residential uses and commercial or civic uses within a single building or a single development, where the uses share pedestrian access, vehicular access, parking functions, or any combination thereof.

Conditional Use Regulations:

1. Residential uses permitted as of right in the R-3, R-4 and R-5 Zoning Districts are permitted as conditional uses within an N-S, C-1, C-2, or C-PB Zoning District.
2. Commercial uses or civic uses shall be located at the ground level fronting the primary public rights-of-way, and the principal entryway for those uses shall be directly accessed from and oriented to the public sidewalk.
3. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building Residential uses may be located on the ground floor of any building or portion thereof that is located at the interior of the development site and does not front on an arterial or collector street.
4. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.10. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

Minimum Special Use Permit Requirements:

1. Residential uses permitted as of right in the R-3, R-4 and R-5 Zoning Districts may be permitted by means of a Special Use Permit within a P-R or O Zoning District.
2. Nonresidential uses permitted as of right in the P-R, N-S, O and C-1 Zoning Districts may be permitted by means of a Special Use Permit within an R-3, R-4 or R-5 Zoning District.
3. Commercial uses or civic uses shall be located at the ground level fronting the primary public rights-of-way, and the principal entryway for those uses shall be directly accessed from and oriented to the public sidewalk.
4. Residential uses shall not be permitted on the ground floor fronting on primary public rights-of-way, but may be located at or above the second level of the building Residential uses may be located on the ground floor of any building or portion thereof that is located at the interior of the development site and does not front on an arterial or collector street.
5. Surface parking lots shall be located to the side or the rear of the principal building(s) on the site, and shall be screened from view of the adjacent rights-of-way by the principal building(s) or a landscape buffer in conformance with the requirements of LVMC Chapter 19.10. Parking structures shall not be located along the street frontages of the development site, but shall be screened from view of the adjacent rights-of-way by the principal building(s).

On-site Parking Requirement: To be determined:

1. In accordance with any parking standards for mixed-use developments that are set forth in Chapter 19.10; or
2. Otherwise, on a case-by-case basis, depending on the requirements of the individual uses represented on the site.

SECTION 15: Title 19, Chapter 4, Section 70, Subsection (A), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(A) P-R District. All uses in the P-R District shall conform to the following:

(1) No products shall be stored, displayed or sold on the premises[.], except for the sales

activities otherwise permitted for the internet/catalogue sales office use.

(2) No trucks, vans or other commercial vehicles shall be stored or parked on the property overnight.

(3) No service shall be performed upon a client except those related to the service of the medical profession including dentists, opticians, optometrists, chiropractors, etc.

(4) Services shall not include the production or repair of any goods except as an incidental use to a permitted service.

(5) Instructional services [must be limited to a two to one pupil/instructor ratio provided, however, in connection with instructional services to be provided at a physician's office,] at a physician's office must be provided with a pupil/instructor ratio no greater than two to one; provided, however, that the Director may approve a higher pupil/instructor ratio upon a showing that sufficient off-street parking is available for the number of pupils anticipated. Equipment used for instructional purposes must be stored within the building.

(6) There shall be no mixed residential and commercial use of any property and in the event there is an existing residential use on a property, no commercial use of the property shall be permitted until the residential use has permanently ceased.

(7) No use or business activity shall remain open to the public for business between the hours of nine p.m. though seven a.m. All exterior lighting, except for security lighting, shall be turned off.

SECTION 16: Title 19, Chapter 8, Section 30, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended so that the text thereof reads as follows:

(C) Building Heights [Along Streets Classified as Collector or Larger]

[Notwithstanding the maximum] Building heights shall not exceed the applicable maximum building heights established in this Chapter.[, allowable building heights shall be further restricted along street classified as collector or larger, as designated in the Master Plan of Streets and Highways. Buildings may be constructed up to thirty-five feet in height at the front yard setback line. Any portion of a building over thirty-five feet in height shall be set back an additional one foot from each foot of height

in excess of thirty-five feet, see Figure 1 below. However, the preceding restriction shall not apply to buildings in the Downtown Overlay District or buildings located adjacent to freeways.]

SECTION 17: Title 19, Chapter 8, Section 30, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is further amended to delete therefrom Figure 1.

SECTION 18: Title 19, Chapter 8, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending Table 2 that appears therein, in particular Note 5 to that Table, so that Note 5 reads as follows:

5. R-3 and R-4 Districts--The height limit for senior citizen apartment developments shall be three stories or forty feet, whichever is less, upon approval of a Site Development Plan Review application in accordance with Section 19.18.050. Senior citizen apartment developments that exceed the [permitted] height limit set forth in the preceding sentence may be permitted upon approval of a [Special Use Permit in accordance with Sections 19.04.050 and 19.18.060.] waiver of the height limit as part of the development's Site Development Plan Review.

SECTION 19: Title 19, Chapter 8, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending Table 1 that appears therein, including the accompanying Notes, reads as follows:

Table 1. Commercial and Industrial District Development Standards

STANDARD	P-R	N-S	O	C-D	C-1	C-2	C-PB	C-M	M[7]
Min. Site Area to Rezone	NA	NA	NA	NA	NA	NA	20 Ac.	NA	NA
Min. Lot Width (ft.)[4]	60	100	100	100	100	100	100	100	NA
Setbacks, Principal Structures									
Min. Front Yard Setback (ft.)[4]	20	25	25	25	20	20	20	10	10[7]
Min. Side Yard Setback (ft.)[4]	5	10	10	10	10	10	10	10	10[7]
Min. Corner Side Yard Setback (ft.)[4]	15[3]	15	15	15	15	15	20	10	10[7]
Min. Rear Yard Setback (ft.)[1, 4]	15	25	15	25	20	20	15	20	0[7]
Setbacks, Accessory Structures									
Min. Front Yard Setback (ft.)	20	25	25	25	20	20	20	10	10
Min. Side Yard Setback (ft.)	5	8	8	8	8	8	8	8	0
Min. Corner Side Yard Setback (ft.)	15	15	15	15	15	15	20	10	10
Min. Rear Yard Setback (ft.)	8	8	8	8	8	8	8	8	0
Max. Lot Coverage [4, 8]	50%	30%	30%	30%	50% [6]	50%	50%	NA	NA
Max. Building Height [1, 2, 4, 5]	Lesser of 2 stories or 35 feet				NA	NA	NA	NA	NA

Table 1 Notes:

1. Rear Yard Setbacks, Building Heights. Rear yard setbacks and building heights may be affected by the residential adjacency standards set forth in LVMC 19.08.060.

2. Building Height.

a. Non-Residential Building Height When Adjacent to Residential. See Section 19.08.060(B).

b. P-R and O Districts. The maximum building height in the P-R and O Districts is two stories or thirty-five feet, whichever is less.

c. C-D District. Unless otherwise approved by the City Council in a Site Development Plan, building heights in the C-D District shall not exceed:

(1) One story or twenty feet, whichever is less, for parcels that front on Charleston Boulevard between Rancho Drive and Valley View Boulevard;

(2) Two stories or thirty-five feet, whichever is less, for all other parcels.

d. C-1 and C-2 Districts. For parcels that are located within the C-1 and C-2 Districts, but are outside the Neighborhood Revitalization Area, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of the foregoing, the "Neighborhood Revitalization Area" means the area so designated in the Las Vegas 2020 Master Plan adopted by Ordinance No. 5250, as the boundaries of that area may be amended from time to time.

e. C-PB District. The maximum building height in the C-PB District is five stories or eighty-five feet, whichever is less. For parcels of land located within a C-PB Zoning District that is contiguous to, or within two hundred feet of, a freeway or expressway, the maximum building height shall be six stories or one hundred feet, whichever is less. Notwithstanding the above, in the case of permitted commercial and retail uses, the maximum building height shall be two stories or thirty-five feet, whichever is less.

f. Exemptions. Chimney and vent stacks; roof structures for the use of elevations, stairs, tanks, ventilation, and similar necessary mechanical equipment; visual screens which surround mounted mechanical equipment; skylights; and whip and mounted antennas and flag poles up to forty feet in height may be erected above the required height limits. In no case shall structures above the

permitted height limit be constructed for the purpose of providing additional floor space.

[g. Height Along Certain Streets. For additional building height restrictions along streets classified as collector or larger, see Section 19.08.030(C).]

3. P-R District. A development in the P-R District which is a conversion from an existing residential structure may maintain the existing setbacks. Any additions may also be constructed to the existing established corner setback.

4. Downtown Overlay District. All structures in the Downtown Overlay District are exempted from the automatic application of the height limitations, required setbacks and lot coverage requirements specified in this Chapter. However, the exemption does not prohibit the City Council from imposing similar or equivalent limitations in connection with the approval of a Site Development Plan in accordance with Section 19.06.060.

5. Gaming Enterprise Overlay District. All licensed gaming establishments within the Gaming Enterprise District are exempted from the automatic application of any height limitations specified in this Chapter. However, the exemption does not prohibit the City Council from imposing a similar or equivalent height limitation in connection with the approval of a Site Development Plan.

6. C-1 District. Senior citizen apartments [and mixed-use developments] that exceed the permitted lot coverage limitation may be permitted upon approval of a [Special Use Permit in accordance with Sections 19.04.050 and 19.18.060. In addition, a mixed-use development shall be subject to all of the following requirements:

a. The mixed-use development must contain both residential and commercial uses in the same structure;

b. Commercial uses shall be located at the front yard setback facing the public right-of-way; and

c. The residential units shall be located at or above the second story of the mixed-use structure.] Site Development Plan Review application in accordance with Section 19.18.050.

7. M District. Where a property in an M District is adjacent to, or across the street from, a residential district, the minimum setback from the property line or the street right-of-way line shall be fifty feet. The setback area shall be maintained free and clear of all buildings or industrial uses, except that this

area may be used for parking. Such parking use may include parking for industrial equipment and vehicles if parking areas are completely screened from any residential view.

8. Mixed-Use Developments. Lot coverage for mixed-use developments may be increased up to a maximum of 75% of the net lot area upon the approval of a Site Development Plan Review application in accordance with Section 19.18.050.

SECTION 20: Title 19, Chapter 8, Section 60, Subsection (A), Paragraph (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(1) Except as otherwise provided in Paragraph (3) of this Subsection (A), development of the following property shall conform to the residential adjacency standards set forth in this Section:

(a) All property to be developed for nonresidential use that is located adjacent to [residential] property which is [either developed for sale or designated for such development in the General Plan;] zoned R-A, R-E, R-D, R-1 or R-CL, unless such adjacent property is developed with a nonresidential use; and

(b) All property to be developed for multi-family residential use that is located adjacent to either single-family residential property or property which is designated for such development in the General Plan.

SECTION 21: Title 19, Chapter 8, Section 60, Subsection (B), Paragraph (3), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

3. Exceptions.

(a) The following structures may project a maximum of twelve feet above the Proximity Slope:

(i) Chimney and vent stacks.

(ii) Roof structures for the use of Solar Panels units, elevators, stairs, tanks, ventilation, and similar necessary mechanical equipment.

(iii) Visual screens which surround mounted mechanical equipment.

(iv) Skylights.

(v) Whip and mounted antennas.

(b) Church steeples, utility transmission lines and towers, wireless communication facilities when attached to a utility transmission line pole or tower, and municipal utility facilities such as water towers are exempt from the maximum height provisions.

SECTION 22: Title 19, Chapter 18, Section 50, Subsection (J), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(J) Expiration. [Except as otherwise specified in connection with its approval, a] A Site Development Plan which is not exercised within [two years after the date of approval] the approval period shall be void, unless an extension of time is granted upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the [two-year period (or such other time period as was specified in the approval).] approval period. For purposes of this Subsection (J):

(1) The "approval period" for a Site Development Plan is the time period specified in the approval, if one is specified, and is two years, otherwise.

(2) [, a] A Site Development Plan is exercised upon the issuance of a building permit for the principal structure on the site.

SECTION 23: Title 19, Chapter 18, Section 60, Subsection (P), Paragraph (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(1) Failure to Exercise.

(a) A Special Use Permit which cannot be exercised except upon construction of a new building, and which is not exercised within [two years after approval,] the approval period shall be void, unless the City Council grants an extension of time upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the [two-year] approval period. For purposes of this Subparagraph (a):

(i) The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is two years, otherwise.

(ii) [, a] A Special Use Permit is exercised upon the issuance of a building

permit for the new construction.

(b) A Special Use Permit which does not require the construction of a new building in order to be exercised, and which is not exercised within [one year after approval] the approval period shall be void, unless the City Council grants an extension of time upon a showing of good cause. An extension of time may be granted only if application therefor is made prior to the expiration of the [one-year] approval period. For purposes of this Subparagraph (b):

(i) The "approval period" for a Special Use Permit is the time period specified in the approval, if one is specified, and is one year, otherwise.

(ii) [, a] A Special Use Permit is exercised upon approval of a business license to conduct the activity, if one is required, or otherwise, upon the issuance of a certificate of occupancy or approval of a final inspection.

SECTION 24: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Animal Keeping and Husbandry" to read as follows:

"Animal Keeping and Husbandry" means the raising, keeping and breeding of domestic animals, including without limitation dogs, cats, birds, sheep, goats and pot-bellied pigs. The use must be ancillary to the principal use, but may be conducted for commercial purposes.

SECTION 25: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Mixed-Use" to read as follows:

"Mixed-Use" means [a combination of certain residential and nonresidential uses on a single parcel, or am ix of certain residential and nonresidential uses within an area that is zoned for either residential or nonresidential use.] the vertical integration of residential uses and commercial or civic uses within a single building or a single development, where the uses share pedestrian access, vehicular access, parking functions, or any combination thereof.

SECTION 26: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by amending the definition of the term "Secondhand Dealer" to read as follows:

"Secondhand dealer" means a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this definition, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. The term includes the sale of jewelry (Class III type) and scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. The term does not include the buying and selling of foreign or domestic coins for numismatic purposes[,] or used books, which shall be allowed where retail sales of new merchandise is permitted. The term also does not include a thriftshop or nonprofit thriftshop.

SECTION 27: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate locations, the following terms and their corresponding definitions:

"Auction House" means an enclosed establishment for the temporary storage and offering by an auctioneer of qualified property which is offered or sold to the highest bidder by means of a request or invitation for bids. For purposes of this definition, the term "qualified property" means property of any kind belonging to another, but excluding animals, motor vehicles and business inventory to be liquidated following or in connection with the closing of a business. The term "auction house" does not include a secondhand dealer.

"Auctioneer" means a person who cries out or otherwise requests or solicits bids for purposes of offering to sell property to the highest bidder.

"Bakery, Retail" means an establishment which specializes in baked goods for retail sale but does not provide meals as found in a restaurant.

"Internet/Catalogue Sales Office" means an establishment which specializes in the sale of products via the internet or by catalogue for delivery to a customer's home or business. This use may include in-person customer consultations at the establishment.

"Internet Café" means an establishment that provides for public use five or more computers or other

electronic devices:

(1) For purposes of accessing the internet, a local area network, e-mail programs or other computer software programs; and

(2) The public use of which is in exchange for compensation of any kind and paid in any manner, including but not limited to the payment of a membership fee.

This term will generally include establishments commonly known as PC cafés, cyber cafés, cyber centers, and similar designations.

"Martial Arts Studio" means an establishment whose principal business activity is the instruction of the martial arts as defined by LVMC 6.53.020(C). The term does not include any nonprofit organization or entity that offers martial arts instruction only as an incidental service in its overall program of activities.

"Tutoring Center" means an institution or place of education or instruction, other than a public or private school (primary or secondary), business school, or trade school, that is owned and operated privately for profit and that does not offer a complete educational curriculum. The term includes an educational testing center.

SECTION 28: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010, 19.04.070, 19.08.030, 19.08.040, 19.08.050, 19.08.060, 19.18.050, 19.18.060, and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 29: 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 30: 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 _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-22-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, 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 _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-19 – Updates the Municipal Code prohibition regarding the possession of false identifying information or documentation. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This bill will update the Municipal Code prohibition regarding the possession of false identifying information or documentation. The bill will change the current focus from "use" to "possession," be more consistent with State law on the subject, and facilitate prosecution of these offenses.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-19
2. Business Impact Statement

BILL NO. 2009-19

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE MUNICIPAL CODE PROHIBITION REGARDING THE POSSESSION OF FALSE IDENTIFYING INFORMATION OR DOCUMENTATION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Updates the Municipal Code prohibition regarding the possession of false identifying information or documentation.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapter 30, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

10.30.040: It is unlawful for **[**any person to knowingly use or attempt to use any false, fraudulent, misleading or fictitious identification material for the purpose of obtaining any privilege, benefit or gratuity whatsoever.**]** a person to possess any document or personal identifying information for the purpose of establishing a false status, occupation, membership, license or identity for himself or any other person or for any other benefit or gain.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: 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 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-22-09
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, 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 _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-19
(Updates the Municipal Code prohibition regarding the possession of false identifying information or documentation)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-19, that would update the Municipal Code prohibition regarding the possession of false identifying information or documentation.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None.

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: April 22, 2009

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2009-20 – Prohibits alcoholic beverages and glass beverage containers in City parks except pursuant to a permit or other written authorization. Sponsored by: Councilman Gary Reese

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
Under current ordinances and regulations, alcoholic beverages are prohibited in the parking lots and playground areas of City parks, but there has been some uncertainty as to how to apply the prohibitions in various locations. Additionally, park-related problems caused by the presence of alcoholic beverages and glass containers have increased, calling for a broadening of the existing prohibition. This bill will provide an updated rule, prohibiting alcoholic beverages and glass beverage containers in City parks except pursuant to a permit or other written authorization.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2009-20
2. Business Impact Statement

BILL NO. 2009-20

ORDINANCE NO. _____

AN ORDINANCE TO PROHIBIT ALCOHOLIC BEVERAGES AND GLASS BEVERAGE CONTAINERS IN CITY PARKS EXCEPT PURSUANT TO A PERMIT OR OTHER WRITTEN AUTHORIZATION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Prohibits alcoholic beverages and glass beverage containers in City parks except pursuant to a permit or other written authorization.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 13, Chapter 36, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.36.180: Except as otherwise specifically authorized by a permit or other written authorization issued by the Director of the Department of Leisure Services, or the Director's designee, [It] it is unlawful to [drink any alcoholic beverage or intoxicating liquor, or to possess such beverage or liquor in an open container in the parking lots or playground areas of any of the City's parks.] do any of the following in a City park, including any parking lot that serves the park:

(A) Drink any alcoholic beverage or intoxicating liquor;

(B) Possess such beverage or liquor in an open container; or

(C) Possess, or bring into such area, a beverage container made of glass.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: 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 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2009.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-27-09
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2009, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2009, 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 _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2009-20
(Prohibits alcoholic beverages and glass beverage containers in City parks except pursuant to a permit or other written authorization)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2009-20, that will prohibit alcoholic beverages and glass beverage containers in City parks except pursuant to a permit or other written authorization.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

No businesses identified

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost identified

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

No additional fee proposed

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: April 27, 2009

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Closed Session - Upon duly carried Motion, a closed meeting is called in accordance with NRS 288.220 to discuss the upcoming labor negotiations

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
To discuss the upcoming labor negotiations

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2009

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES ☐ **Consent** ☒ **Discussion**

SUBJECT:

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

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

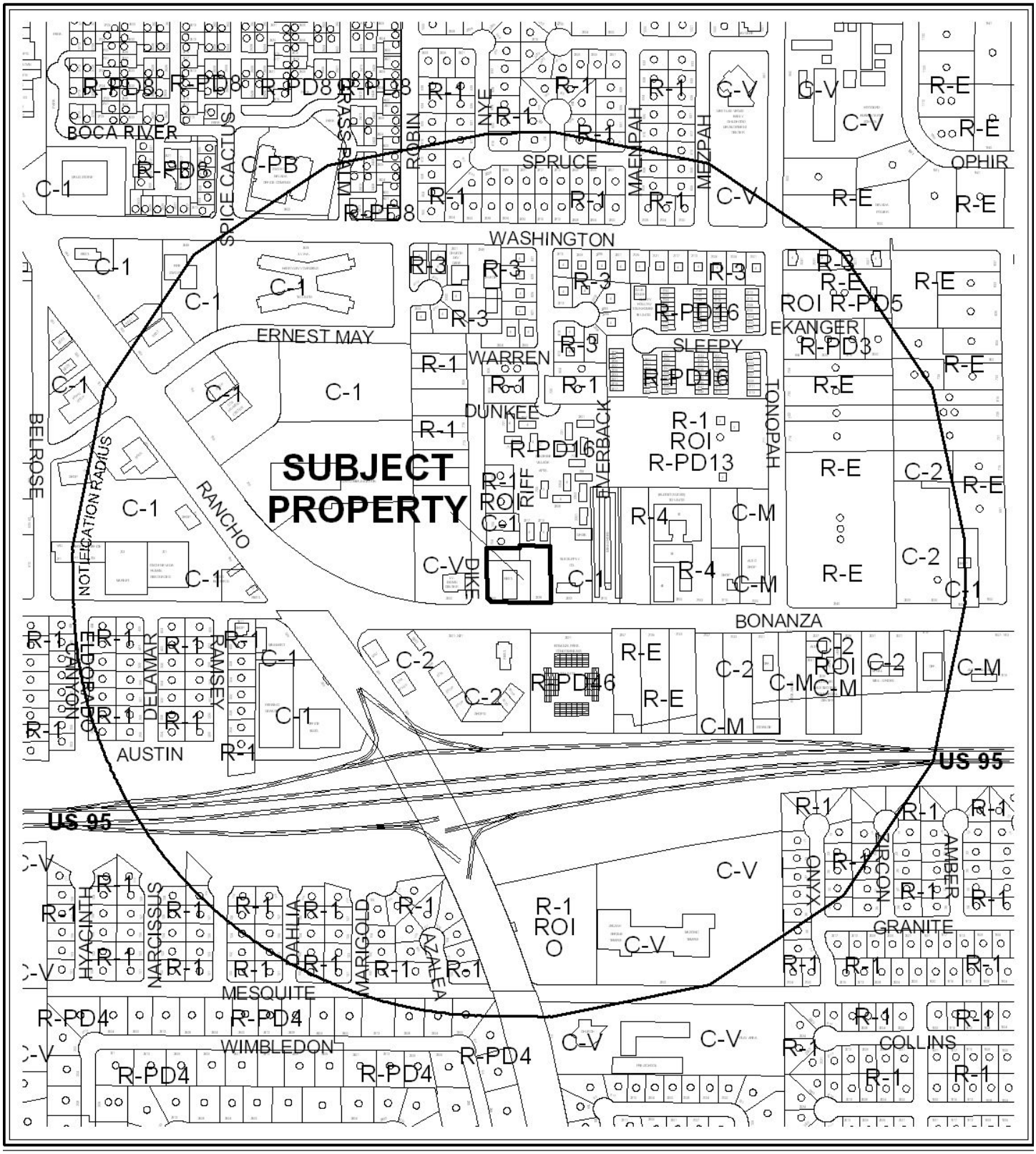
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-33189 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC - Request for a Special Use Permit FOR A SUPPER CLUB IN AN EXISTING 4,091 SQUARE-FOOT RESTAURANT at 2230 West Bonanza Road (APNs 139-29-704-023 through 025), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 15



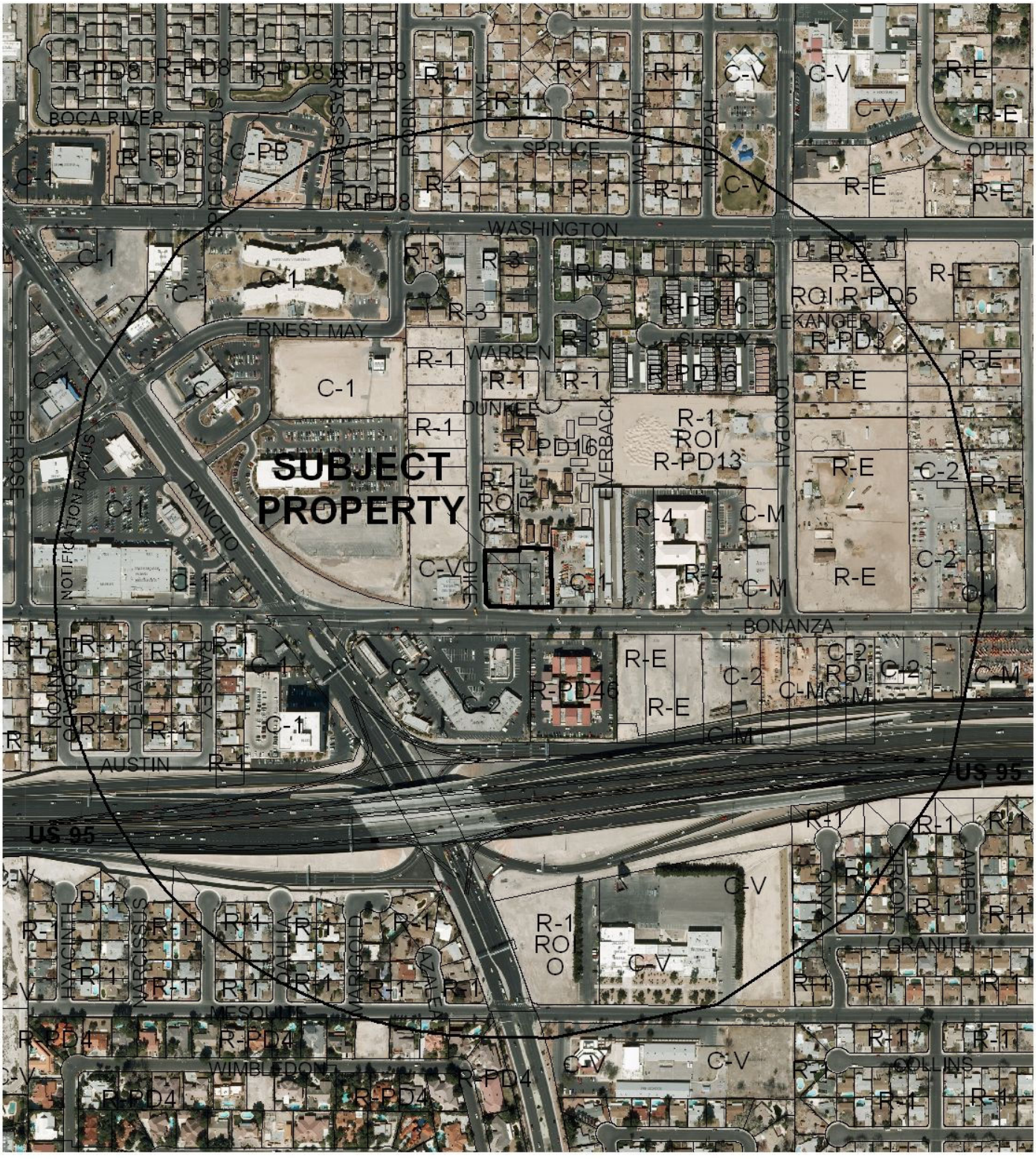
CASE: **SUP-33189**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



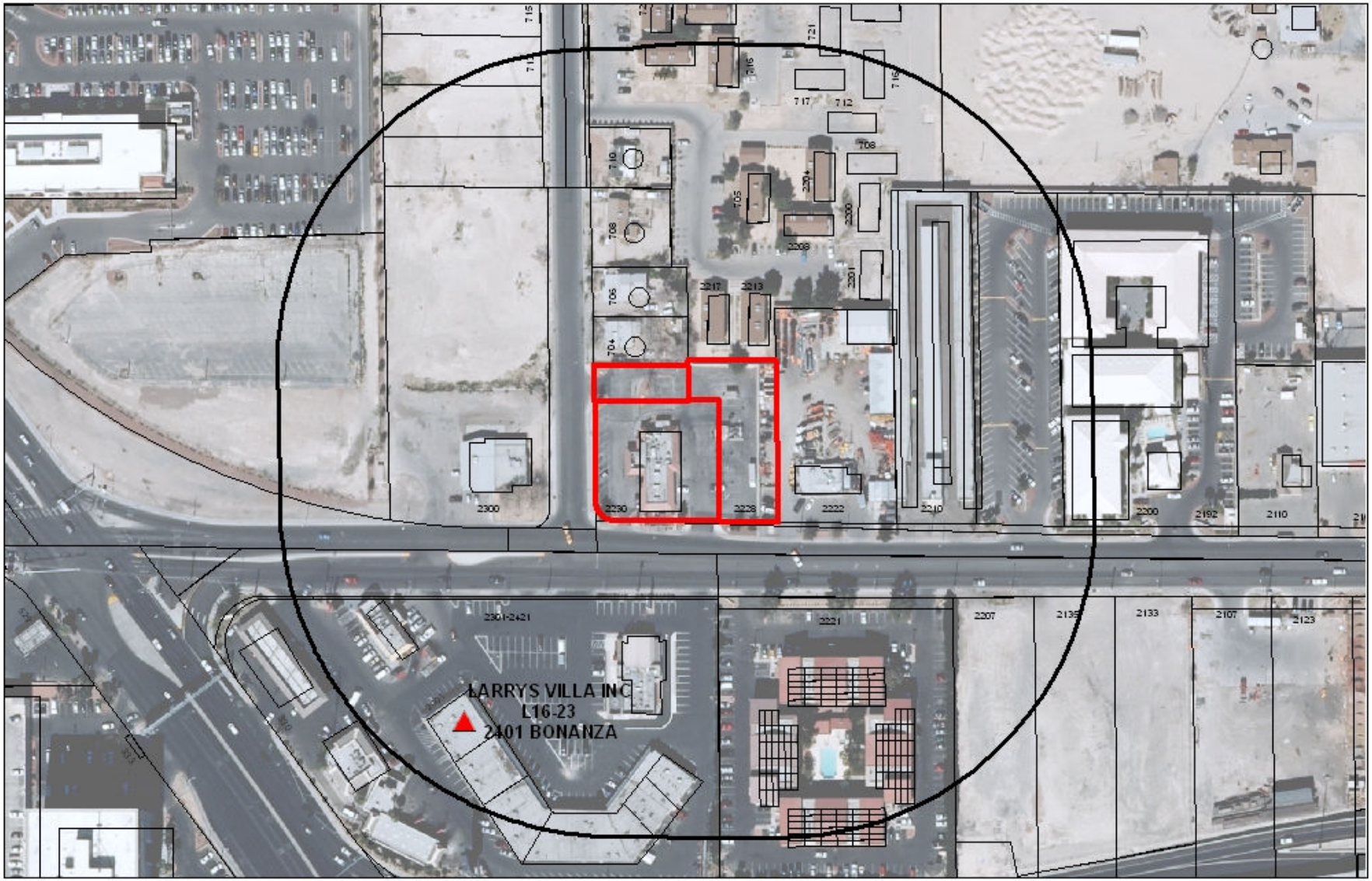
CASE: **SUP-33189**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-33189
Supper Club

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-33189 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Supper Club use, including parking requirements.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-33191) shall be required.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

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 request for a Special Use Permit for a Supper Club in conjunction with an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. An associated request has been submitted for a Site Development Plan Review (SDR-33191) for on-site alterations. The proposed use is compatible with the surrounding adjacent uses, is allowed in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit and is consistent with the SC (Service Commercial) General Plan designation; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/28/97	The City Council approved a request for a rezoning (Z-0046-97) on property located at 706 Dike Lane, from: R-1 (Single Family Residential) to R-2 (Medium-Low Density Residential). The Planning Commission and staff recommended approval.
07/06/99	The Board of Zoning Adjustment approved a request for a Variance (V-0051-99) on property located at 2230 West Bonanza Road to allow an existing 90-foot high freestanding ground sign where 40 feet is the maximum height allowed in conjunction with an existing restaurant.
10/05/05	The City Council approved a request for an approved Vacation (VAC-7679) to vacate the east five feet of a portion of Dike Lane north of Bonanza Road. The Planning Commission and Staff recommended denial.
10/05/05	The City Council approved the following cases: A General Plan Amendment (GPA-6273) to amend the land-use designation on a portion of the subject property from ML (Medium-Low Density Residential) to SC (Service Commercial); a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial); a Variance (VAR-6506) from the step-back requirements listed in Title 19.08.030(C); a Variance (VAR-7665) to allow a reduction in the number of parking spaces provided; a Special Use Permit (SUP-6504) for a proposed Mixed-Use Development; a Special Use Permit (SUP-8067) to allow a 350-foot tall building where 140 feet is the maximum height allowed in the Airport Overlay Zone; and a Site Development Plan Review (SDR-6507) for a proposed mixed use development including: a 38-story tower containing 311 residential units, a 32-story tower containing 160 residential units and 40,000 square feet of commercial space adjacent to the approved vacation. Staff and the Planning Commission had recommended denial.

03/23/06	The City Council approved a Site Development Plan Review (SDR-11707) for a proposed 12-story Mixed-Use development consisting of 300 residential units and 10,000 square feet of commercial space, with Waivers to allow a reduction of perimeter landscape requirements, and to allow a 2.3-foot Residential Adjacency setback where 540 feet is the minimum setback required, a Variance (VAR-11712) to allow 400 parking spaces where 493 are required, and a Variance (VAR-11714) to allow a 6.8-foot rear-yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side-yard setback where ten feet is the minimum setback required, to allow a five-foot corner-yard setback where 15 feet is the minimum setback allowed, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements adjacent to the approved vacation. Planning Commission recommended approval and staff recommended denial.
05/17/06	The City Council approved a request (GPA-9219) to Amend the Future Land Use designation to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. Planning Commission recommended approval.
12/07/06	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-17438) of an approved Petition (VAC-7679) to Vacate the east five feet of a portion of Dike Lane, north of Bonanza Road.
10/17/07	The City Council approved requests for Extensions of Time (EOT-24417, EOT-24419, EOT-24420 and EOT-24422, respectively) for an approved Rezoning (ZON-6510) from R-1 (Single Family Residential), and R-1 (Single Family Residential) under resolution of intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial); a Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space, with Waivers to allow a reduction of perimeter landscape requirements, and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required; an approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum number of parking spaces required for a proposed mixed-use development; and an approved Variance (VAR-11714) to allow a 6.8-foot rear-yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side-yard setback where ten feet is the minimum setback required, to allow a five-foot corner-yard setback where 15 feet is the minimum setback allowed, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development on 1.88 acres at 2228 and 2230 West Bonanza Road, and 704, 706, 708, and 710 Dike Lane. Staff recommended approval for all requests.

10/25/07	The Planning and Development Department administratively approved an Extension of Time (EOT-24421) for an approved Petition (VAC-7679) to Vacate the east five feet of a portion of Dike Lane, north of Bonanza Road. The Vacation expired on 10/05/08 as no additional Extension of Time was requested.
02/05/08	A Code Enforcement complaint was processed for trash and debris at 2230 W. Bonanza Road. The complaint was resolved on 02/15/08.
06/04/08	The City Council approved requests for Extensions of Time (EOT-27831, EOT-27832 and EOT-27833, respectively) for an approved Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space, with Waivers to allow a reduction of perimeter landscape requirements, and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required; an approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum number of parking spaces required for a proposed mixed-use development; and an approved Variance (VAR-11714) to allow a 6.8-foot rear-yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side-yard setback where ten feet is the minimum setback required, to allow a five-foot corner-yard setback where 15 feet is the minimum setback allowed, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development on 1.88 acres at 2228 and 2230 West Bonanza Road, and 704, 706, 708, and 710 Dike Lane. Staff recommended approval for all requests.
03/26/09	The Planning Commission recommended approval of companion item SDR-33191 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #15/sg).

Related Building Permits/Business Licenses	
c. 1967	Original construction for the existing structure at 2230 W. Bonanza Road.
05/21/98	A building permit (#98010772) was issued for a non-work certificate of occupancy for a restaurant at 2230 W. Bonanza Road. The permit expired on 03/25/00.
07/09/98	A building permit (#98014137) was issued for demolition at a restaurant at 2230 W. Bonanza Road. The permit expired on 03/25/00.
12/11/98	A building permit (#98024166) was issued for an interior remodel for a restaurant at 2230 W. Bonanza Road. The permit was finaled on 10/20/99.
12/29/98	Building permits (#98025183 and 4) were issued for interior remodels for a restaurant at 2230 W. Bonanza Road. The permits expired on 03/25/00.
03/22/99	A building permit (#99005583) was issued for an interior remodel for a restaurant at 2230 W. Bonanza Road. The permit was finaled on 10/20/99.

07/20/99	A building permit (#99014171) was issued for a pole sign (tag #3865) for a restaurant at 2230 W. Bonanza Road. The permit was finaled on 10/20/99.
03/27/02	A business license (R09-00934) was issued for a restaurant at 2230 W. Bonanza Road. The license was expired on 01/15/09.

Pre-Application Meeting	
01/13/09	A pre-application meeting was held to discuss the requirements for a Special Use Permit for a Supper Club. Also discussed were issues related to preserving existing entitlements for a mixed-use project at the subject site.

Neighborhood Meeting
A neighborhood meeting was neither required nor held for this application request.

Field Check	
02/05/09	A field check was conducted by staff. The site is an existing restaurant with parking lot. There was some trash and debris, unpermitted signage attached to the patio structure, sign pole, and in the landscape buffers along Bonanza Road, and a catering trailer with flat tires at the site.

Details of Application Request	
Site Area	
Gross Acres	1.12 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Restaurant	SC (Service Commercial) and MXU (Mixed Use)	C-1 (Limited Commercial)
North	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) Under Resolution of Intent to C-1 (Limited Commercial)
	Apartments	ML (Medium Low Density Residential	R-PD16) Residential Planned Development – 16 Units per Acre)
South	Shopping Center	LI/R (Light Industry / Research)	C-2 (General Commercial)
	Condominiums	MXU (Mixed Use)	R-PD46) Residential Planned Development – 46 Units per Acre)
East	Commercial	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Las Vegas Indian Center	SC (Service Commercial)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		Y

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (140 Feet)	X		Y
Trails	X		Y*
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**A Pedestrian Path is required along the north side of Bonanza Road, and consists of the existing five-foot sidewalk and five feet of the required landscape buffer. This proposal will add landscaping along the sidewalk in front of the existing patio, and will complete the Pedestrian Path for the segment fronting the subject site.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.04, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
Use			Regular	Handi-capped	Regular	Handi-capped	
Restaurant	2,394 SF Public Waiting / Seating, plus 1,984 SF Remaining GFA	1 per 50 SF of public waiting/ seating area, plus 1 per 200 SF for the remain-ing GFA	56	3	57	3	Y
TOTAL			59		60		Y
Loading Spaces	4,091 SF	1 / Less Than 10,000 SF	1		1		Y

ANALYSIS

This is a request for a Special Use Permit for a Supper Club in conjunction with an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. An associated request has been submitted for a Site Development Plan Review (SDR-33191) for on-site alterations. The proposed use is compatible with the surrounding adjacent uses, is allowed in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit and is consistent with the SC (Service Commercial) General Plan designation; therefore, staff is recommending approval of this request.

- **Zoning**

  The subject site is located within the Southeast Sector Plan of the General Plan with land use designations of MXU (Mixed Use) and SC (Service Commercial). The MXU (Mixed Use) category allows for a mix of uses that are normally allowed within the L (Low Density Residential), ML (Medium Low Density Residential), M (Medium Density Residential), H (High Density Residential), O (Office), SC (Service Commercial), and GC (General Commercial) General Plan land use categories. The SC (Service Commercial) category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

  The subject site is currently zoned C-1 (Limited Commercial), which is intended to provide most retail shopping and personal services, and may be appropriate for mixed-use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-l (Limited Commercial) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

- **Use**

  A Supper Club is defined by Title 19.04 as a restaurant and bar operation with alcoholic beverage sales in which:

  1. The bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar by minors;
  2. The actual seating available at all times within the restaurant area will accommodate at least one hundred twenty-five persons;
  3. Alcoholic beverages are served in the restaurant area only in conjunction with the service of food;
  4. Full-course meals are available during all hours the bar area is open to the public;

5. A cook and food server, other than a bartender, are available at all times the bar area is open to the public; and
6. The restaurant operation is the principal portion of the business.

- **Minimum Special Use Permit Requirements**

  Title 19.04.010 lists the following Minimum Special Use Requirements for the Supper Club use:

1. No supper club use shall be located within 400-feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City Park.
2. Except as otherwise provided in Requirement 3 below, the minimum distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed Supper Club which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed Supper Club. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
   a. Any leasehold parcel; or
   b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
3. In the case of a Supper Club proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
   a. From the nearest property line of the existing use to the nearest portion of the structure in which the Supper Club will be located, without regard to intervening obstacles, or nearest property line of a leasehold or occupancy parcel in which the Supper Club will be located, without regard to intervening obstacles.
   b. In the case of a proposed Supper Club which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the Supper Club will be located, without regard to intervening obstacles.
4. When considering a Special Use Permit application for a Supper Club which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

*5. In the O District, a Supper Club is permitted only as an accessory use.
*6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

**Any condition marked with an asterisk cannot be waived.*

The proposed use meets the minimum requirements of a Supper Club use, and staff finds that the public health, safety, and welfare will not be compromised.

FINDINGS

The following findings must be made for a Special Use Permit:

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 Supper Club can be conducted in a manner that is compatible and harmonious with the existing surrounding land uses, and with future surrounding land uses. The proposed Supper Club will be operated in conjunction with an existing restaurant, and will have minimal, if any, impact on the adjacent properties.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the proposed Supper Club use as it will be operated in conjunction with an existing restaurant with adequate parking and access.

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 existing, with two driveways onto Bonanza Road, designated as a 100-foot Primary Arterial, and Dike Lane, designated a Local street by the Master Plan of Streets and Highways. The proposed use will not increase the intensity of the existing use, and therefore, the roadways are adequate in size.

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 site will be subject to permitting, annual inspections and licensing by the City of Las Vegas, and will not compromise the public health, safety, and welfare, or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use meets all applicable conditions of Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission amended condition #3 as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 361 by City Clerk

APPROVALS 4

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-33189** APN: 139-29-704-023, 024, 025

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Big Mama's Cooking or Kitchen, Inc.

Name of Representative: Demetrius McWhorter/Dargin McWhorter

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Demetrius McWhorter

Print Name: Demetrius McWhorter

Subscribed and sworn before me

This 27th day of January, 2009

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63415-1
My appt. exp. July 15, 2012

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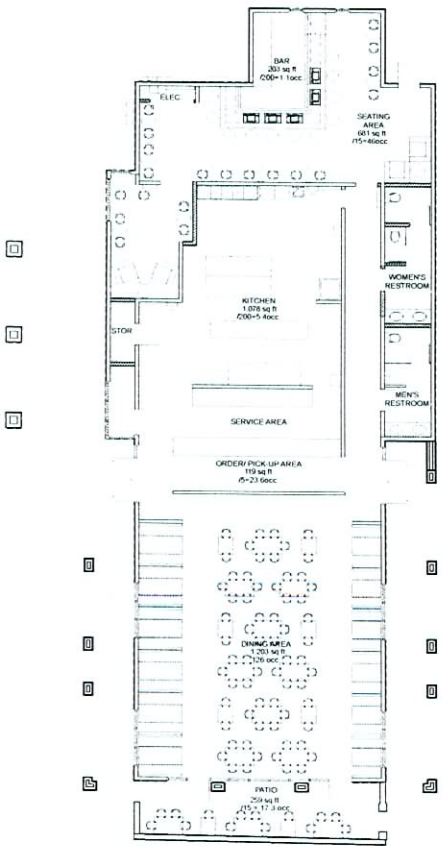
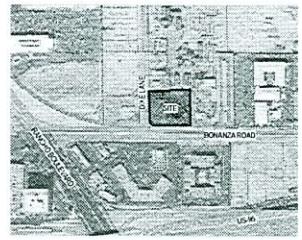
JAN 23 2009

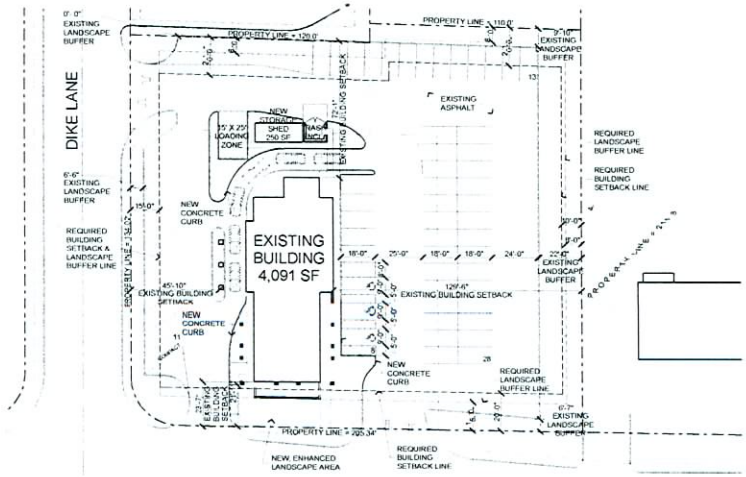


FLOOR PLAN



VICINITY MAP NTS





SITE PLAN

Site and Project Information

SITE DATA

PARCEL NUMBER	139-29-704-023, 139-29-704-024, 139-29-704-025
JURISDICTION	CITY OF LAS VEGAS - 89106
EXISTING ZONING	C-1
PROPOSED USE	SUPPER CLUB
SITE AREA	49,195 SF 1.13 GROSS ACRES

SETBACKS - (BUILDING)	REQ'D	PROVIDED
FRONT	20'-0"	23'-7" (existing)
INTERIOR SIDE	10'-0"	129'-6" (existing)
SIDE STREET	15'-0"	45'-10" (existing)
REAR	20'-0"	72'-1" (existing)

MAX HEIGHT	150'-0" / 10 STORIES
ACTUAL HEIGHT	+/- 16'-0" (EXISTING)
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	4,091 SF / 49,195 SF = 8.4%

BUILDING INFORMATION

CODE	2006 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	VB
OCCUPANCY	A-2
FIRE SPRINKLERS PROVIDED	NO

BUILDING AREAS	
RESTAURANT / BAR (A-2)	2,187 SF
KITCHEN (B)	1,274 SF
OTHER	700 SF
TOTAL SQUARE FOOTAGE	4,091 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
RESTAURANT / BAR	2,187 SF @ 1:50 = 43	
PATIO	287 SF @ 1:50 = 6	
KITCHEN / OTHER	1,984 SF @ 1:200 = 10	
TOTAL	59	

STANDARD PARKING SPACES PROVIDED	57
HANDICAPPED SPACES PROVIDED	3
TOTAL PARKING	60
LOADING ZONE (15' X 25')	1

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
FRONT	15'-0"	6'-7" (existing)
INTERIOR SIDE	8'-0"	22'-6" (existing)
SIDE STREET	15'-0"	6'-6" (existing)
REAR	8'-0"	8'-6" (existing)

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APTUS Architecture
1700 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1300
F 702.839.1213

Big Mama's Supper Club
Special Use Permit
2230 W. Bonanza Road
Las Vegas, Nevada 89106

SUP-33189
SDR-33191
03/12/09 PC

City of Las Vegas SUP Submittal 01.27.09

SITE PLAN
AS100

08.144 Big Mama's Supper Club



SUP-33189 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



SUP-33189 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



SUP-33189 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
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02/05/09



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2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



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2230 WEST BONANZA ROAD
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02/05/09



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2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



SUP-33189 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



SUP-33189 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09

December 30, 2008

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-023 thru 139-29-704-025**
Subject: Special use Permit-Supper Club

Dear Sirs:

We respectfully submit this application for a Special Use Permit for a Supper Club for our existing restaurant called Big Mama's Cooking. We have been opened and operating at this location for over ten years. Due to the current economic conditions, we need to renovate our property to add additional income streams to stay in business. Our plan is to remodel and renovate our entire building and to convert an old storage area into a new bar area. We are not adding any additional square footage to the building footprint. We are located within the Downtown Redevelopment Overlay. With this project we are trying renovate, remodel and upgrade our restaurant and building to revitalize the neighborhood and provide an upgraded/updated project along Bonanza Road.

We hope that you will join us in our attempt to bring a much-needed renovation project to this immediate area, which has been in a state of decay for several decades now. Please consider this project as a positive impact on the City of Las Vegas and the surrounding area

Respectfully Submitted,

Demetrius McWhorter
Big Mama's Cooking or Kitchen, Inc.

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JUN 2 3 2009

SUP-33189
SDR-33191
03/12/09 PC

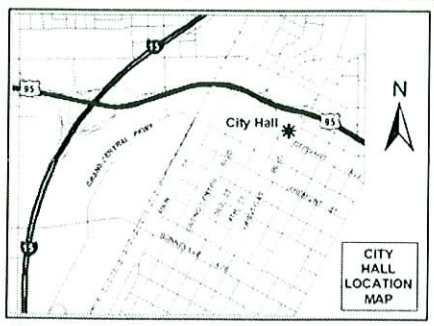
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33189 & SDR-33191
Planning Commission Meeting of 3/12/2009

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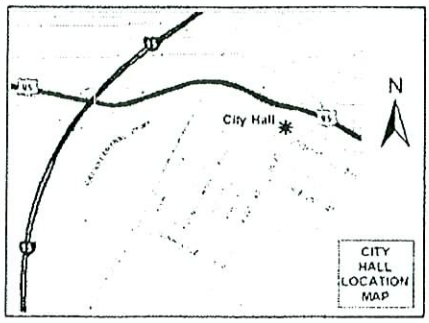
MAR 03 2009

Case: SUP-33189
13928301030
DEMARCO ANGELO THOMAS & JANET L
651 CLARKWAY DR
LAS VEGAS NV 89106-3629

#22
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33189 & SDR-33191
Planning Commission Meeting of 3/12/2009

Case: SUP-33189
13929613019
JONES WILLIAM R & IRENE J FAM TR
9715 PHOENICIAN AVE
LAS VEGAS NV 89147-8337

LASDP11 45147

#22
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004239954 FEB 27 2009
MAILED FROM ZIPCODE 89101

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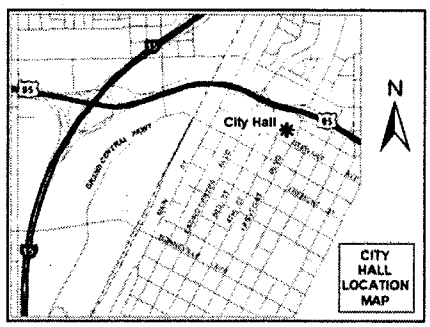

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33189 & SDR-33191
Planning Commission Meeting of 3/12/2009

RECEIVED
MAR 11 2009

Case: SUP-33189
13929811097
COFRANCESCO JANICE L & MARK J
936 MIDPRIDE ST
LAS VEGAS NV 89144-1304

Submitted after final agenda

Date 3/11/09 Item #22 & 23 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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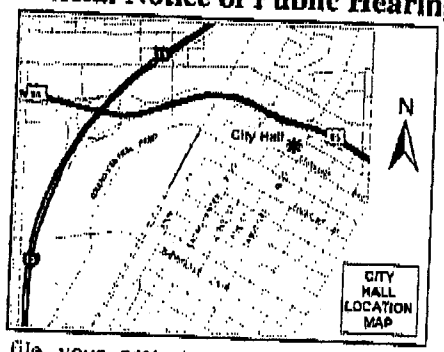

RECEIVED
MAR 11 2009

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33189 & SDR-33191

Planning Commission Meeting of 3/12/2009

13928301012 Case: SUP-33189
PETRELLA RUTH C
1208 BENICIA HILLS ST
LAS VEGAS NV 89144-1234

Submitted after final agenda

Date 3/11/09 Item #22&23 A

CHARLESTON NEIGHBORHOOD
PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

23 March 2009

TO: Las Vegas Planning Commissioners

Support

FROM : Charleston Neighborhood Preservation

RE the following Agenda items of the 3/26/09 meeting:

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas boundaries, therefore imposing a direct impact upon all wards.

#9. ZON-32514, #10. VAR -33012, and #11. SDR-33010:

We request your Approval for these 2 additional buildings provided fire and other safety codes are fully compliant with requirements for the fully occupied number of rooms plus the height of 3 stories which is highly dense occupation.

#14. SUP-32748:

We request your DISapproval of this application to change the legal 9 PM closing hour for massage establishments.

We request your DISapproval of this application to change the legal 400 ft. separation distance from a residential use.

#15. SUP-33189 and SDR-33191:

We request your Approval of the 'supper club' and 'on-site alterations'.

#21. SUP-33388:

We request your Approval of this proposed 'second hand dealer'.

#22. VAC-30172:

We request your DISapproval of this inappropriate request because the length of the 'portion' is not identified and vacation will impede traffic.

#23. SDR-33422:

Please vote Approval for this 'Major Ammendment'.

June Ingram
CNP President

and Board final agenda

Date 3-26-09 Item 15

15A

RECEIVED
MAR 23 2009

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Juanita Clark- Miriam Een-Danielle Hanslip- Rose Honrath- June Ingram-Rick Johnson-
Gene&Pearl Lonardo- Joan Lynch- Dorothy Orr- Pamela Stancliffe- Marcus Gobel- Layne Rushforth- Jeanine Sweany-Jean Withers-Others

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

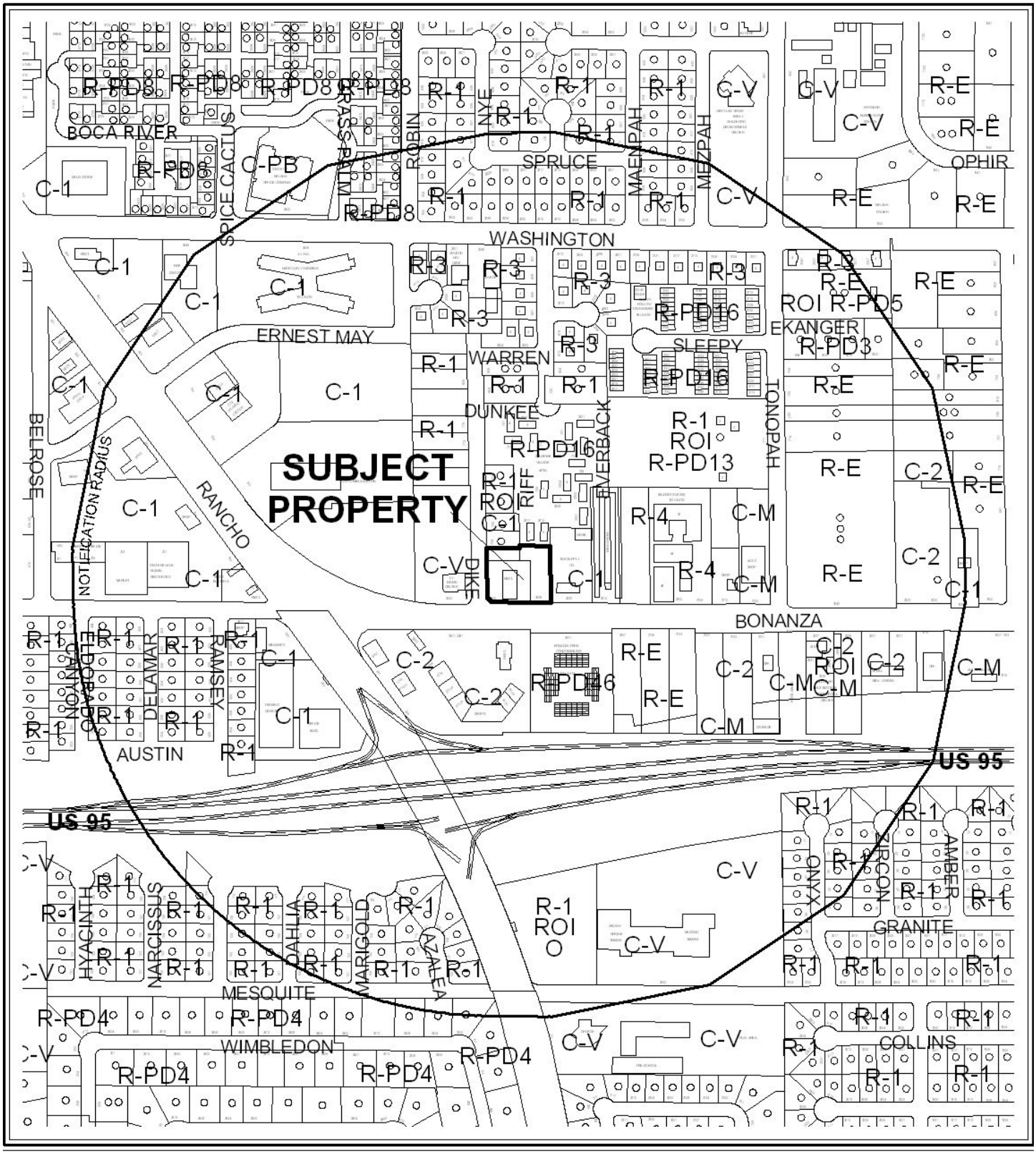
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33191 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-33189 - PUBLIC HEARING - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC - Request for a Site Development Plan Review FOR ON-SITE ALTERATIONS FOR AN EXISTING 4,091 SQUARE-FOOT RESTAURANT at 2230 West Bonanza Road (APNs 139-29-704-023 through 025), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 16



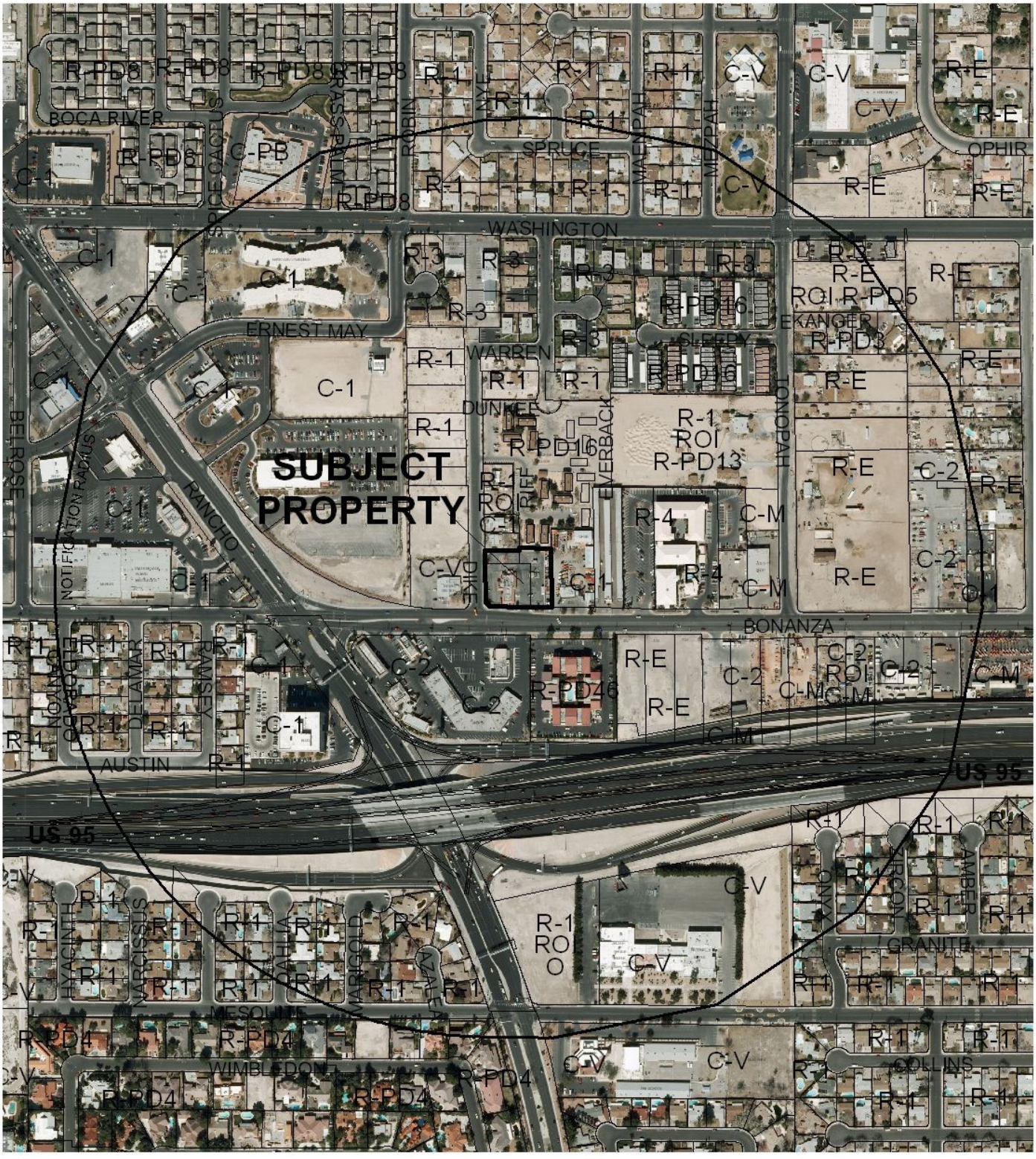
CASE: **SDR-33191**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SDR-33191**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33191 APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-33189), if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. 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 floor plans, date stamped 01/28/09, and the landscape plan and building elevations, date stamped 02/09/09, except as amended by conditions herein.

4. The trash enclosure shall be gated and roofed to meet the minimum requirements of Title 19.08, and shall be placed in a location at least 50 feet from residentially zoned property, as required by the Residential Adjacency standards.

5. Permits and a final inspection shall be required for all signage located on the subject site.

6. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Submit a Petition of Vacation to vacate existing right-of-way beyond back of sidewalk along the eastern edge of Dike Lane adjacent to this site and extending northward to Van Busch Way; such vacation application shall be acted upon by the City Council prior to the issuance of any permits for this site. Alternatively, submit an encroachment agreement for all landscaping and private improvements within the public right-of-way adjacent to this site.

13. Coordinate with the City Surveyor to determine the appropriate mapping method for this site prior to the issuance of any permits; comply with the recommendations of the City Surveyor.

14. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

15. All landscaping and private improvements installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

16. As appropriate, submit an Encroachment Agreement to the City of Las Vegas and/or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Bonanza Road public right-of-way adjacent to this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for on-site alterations for an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. An Exception to allow zero parking lot landscape islands and trees is requested for the existing parking lot. An associated request has been submitted for a Special Use Permit (SUP-33189) for a Supper Club in conjunction with the existing restaurant. The proposed changes to the site are minor in nature, will aid in site circulation, add landscaping and generally improve the aesthetic appearance of the site; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/28/97	The City Council approved a request for a Rezoning (Z-0046-97) on property located at 706 Dike Lane, from R-1 (Single Family Residential) to R-2 (Medium-Low Density Residential). The Planning Commission and staff recommended approval.
07/06/99	The Board of Zoning Adjustment approved a request for a Variance (V-0051-99) on property located at 2230 West Bonanza Road to allow an existing 90-foot high freestanding ground sign where 40 feet is the maximum height allowed in conjunction with an existing restaurant.
10/05/05	The City Council approved a petition of Vacation (VAC-7679) to vacate the east five feet of a portion of Dike Lane north of Bonanza Road. The Planning Commission and Staff recommended denial.
10/05/05	The City Council approved the following cases: A General Plan Amendment (GPA-6273) to amend the land-use designation on a portion of the subject property from ML (Medium Low Density Residential) to SC (Service Commercial); a Rezoning (ZON-6510) from R-1 (Single Family Residential) and R-1 (Single Family Residential) under Resolution of Intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial); a Variance (VAR-6506) from the step-back requirements listed in Title 19.08.030(C); a Variance (VAR-7665) to allow a reduction in the number of parking spaces provided; a Special Use Permit (SUP-6504) for a proposed Mixed-Use Development; a Special Use Permit (SUP-8067) to allow a 350-foot tall building where 140 feet is the maximum height allowed in the Airport Overlay Zone; and a Site Development Plan Review (SDR-6507) for a proposed mixed-use development including: a 38-story tower containing 311 residential units, a 32-story tower containing 160 residential units and 40,000 square feet of commercial space adjacent to an approved Vacation (VAC-7679) located at the northeast corner of Bonanza Road and Dike Lane. Staff and the Planning Commission had recommended denial.

03/23/06	The City Council approved a Site Development Plan Review (SDR-11707) for a proposed 12-story Mixed-Use development consisting of 300 residential units and 10,000 square feet of commercial space, with Waivers to allow a reduction of perimeter landscape requirements, and to allow a 2.3-foot Residential Adjacency setback where 540 feet is the minimum setback required, a Variance (VAR-11712) to allow 400 parking spaces where 493 are required, and a Variance (VAR-11714) to allow a 6.8-foot rear-yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side-yard setback where ten feet is the minimum setback required, to allow a five-foot corner-yard setback where 15 feet is the minimum setback allowed, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements adjacent to an approved Vacation (VAC-7679) located at the northeast corner of Bonanza Road and Dike Lane. Planning Commission recommended approval and staff recommended denial.
05/17/06	The City Council approved a General Plan Amendment (GPA-9219) to amend the future land use designation to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. Planning Commission recommended approval.
12/07/06	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-17438) of an approved Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road.
10/17/07	The City Council approved requests for Extensions of Time (EOT-24417, EOT-24419, EOT-24420 and EOT-24422, respectively) for an approved Rezoning (ZON-6510) from R-1 (Single Family Residential), and R-1 (Single Family Residential) under resolution of intent to R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial); a Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space, with Waivers to allow a reduction of perimeter landscape requirements, and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required; an approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum number of parking spaces required for a proposed mixed-use development; and an approved Variance (VAR-11714) to allow a 6.8-foot rear-yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side-yard setback where ten feet is the minimum setback required, to allow a five-foot corner-yard setback where 15 feet is the minimum setback allowed, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development on 1.88 acres at 2228 and 2230 West Bonanza Road, and 704, 706, 708, and 710 Dike Lane. Staff recommended approval for all requests.

10/25/07	The Planning and Development Department administratively approved an Extension of Time (EOT-24421) for an approved Petition to Vacate (VAC-7679) the east five feet of a portion of Dike Lane, north of Bonanza Road. The Vacation expired on 10/05/08 as no additional Extension of Time was requested.
02/05/08	A Code Enforcement complaint was processed for trash and debris at 2230 W. Bonanza Road. The complaint was resolved on 02/15/08.
06/04/08	The City Council approved requests for Extensions of Time (EOT-27831, EOT-27832 and EOT-27833, respectively) for an approved Site Development Plan Review (SDR-11707) for a proposed 12-story mixed-use development consisting of 300 residential units and 10,000 square feet of commercial space, with Waivers to allow a reduction of perimeter landscape requirements, and to allow a ten-foot residential adjacency setback where 540 feet is the minimum setback required; an approved Variance (VAR-11712) to allow 400 parking spaces where 493 parking spaces is the minimum number of parking spaces required for a proposed mixed-use development; and an approved Variance (VAR-11714) to allow a 6.8-foot rear-yard setback where 20 feet is the minimum setback required, to allow a 2.3-foot side-yard setback where ten feet is the minimum setback required, to allow a five-foot corner-yard setback where 15 feet is the minimum setback allowed, to allow a maximum lot coverage of 83.6 percent where 50 percent is the maximum lot coverage allowed, and to allow a reduction of building step-back requirements for a proposed mixed-use development on 1.88 acres at 2228 and 2230 West Bonanza Road, and 704, 706, 708, and 710 Dike Lane. Staff recommended approval for all requests.
03/26/09	The Planning Commission recommended approval of companion item SUP-33189 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #16/sg).

Related Building Permits/Business Licenses	
c. 1967	Original construction for the existing structure at 2230 W. Bonanza Road.
05/21/98	A building permit (#98010772) was issued for a non-work certificate of occupancy for a restaurant at 2230 W. Bonanza Road. The permit expired on 03/25/00.
07/09/98	A building permit (#98014137) was issued for demolition at a restaurant at 2230 W. Bonanza Road. The permit expired on 03/25/00.
12/11/98	A building permit (#98024166) was issued for an interior remodel for a restaurant at 2230 W. Bonanza Road. The permit was finaled on 10/20/99.
12/29/98	Building permits (#98025183 and 4) were issued for interior remodels for a restaurant at 2230 W. Bonanza Road. The permits expired on 03/25/00.
03/22/99	A building permit (#99005583) was issued for an interior remodel for a restaurant at 2230 W. Bonanza Road. The permit was finaled on 10/20/99.

07/20/99	A building permit (#99014171) was issued for a pole sign (tag #3865) for a restaurant at 2230 W. Bonanza Road. The permit was finaled on 10/20/99.
03/27/02	A business license (R09-00934) was issued for a restaurant at 2230 W. Bonanza Road. The license was expired on 01/15/09.

Pre-Application Meeting	
01/13/09	A pre-application meeting was held to discuss the requirements for a Special Use Permit for a Supper Club. Also discussed were issues related to preserving existing entitlements for a mixed-use project at the subject site.

Neighborhood Meeting
A neighborhood meeting was neither required nor held for this application request.

Field Check	
02/05/09	A field check was conducted by staff. The site is an existing restaurant with parking lot. There was some trash and debris, unpermitted signage attached to the patio structure, sign pole, and in the landscape buffers along Bonanza Road, and a catering trailer with flat tires at the site.

Details of Application Request	
Site Area	
Gross Acres	1.12 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Restaurant	SC (Service Commercial) and MXU (Mixed Use)	C-1 (Limited Commercial)
North	Single-Family Residences	MXU (Mixed Use)	R-1 (Single Family Residential) Under Resolution of Intent to C-1 (Limited Commercial)
	Apartments	ML (Medium Low Density Residential	R-PD16) Residential Planned Development – 16 Units per Acre)
South	Shopping Center	LI/R (Light Industry / Research)	C-2 (General Commercial)
	Condominiums	MXU (Mixed Use)	R-PD46) Residential Planned Development – 46 Units per Acre)
East	Commercial	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Las Vegas Indian Center	SC (Service Commercial)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
West Las Vegas Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (140 Feet)	X		Y
Trails	X		Y*
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**A Pedestrian Path is required along the north side of Bonanza Road, and consists of the existing five-foot sidewalk and five feet of the required landscape buffer. This proposal will add landscaping along the sidewalk in front of the existing patio, and will complete the Pedestrian Path for the segment fronting the subject site.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	46,019 SF	Y
Min. Lot Width	100 Feet	230 Feet	Y
Min. Setbacks – Principle Structure			
• Front	20 Feet	23 Feet	Y
• Side	10 Feet	129 Feet	Y
• Corner	15 Feet	45 Feet	Y
• Rear	20 Feet	72 Feet	Y
Max. Lot Coverage	50%	8.4%	Y
Max. Building Height	N/A	16.5 Feet	Y
Min. Setbacks – Accessory Structures			
• Front	20 Feet	151 Feet	Y
• Side	8 Feet	145 Feet	Y
• Corner	15 Feet	65 Feet	Y
• Rear	8 Feet	44 Feet	Y
Trash Enclosure	Roofed, Gated	Not Indicated	N*
Mech. Equipment	Screened	Not Indicated	N**

**A condition has been added to require that the proposed trash enclosure meet the minimum requirements of Title 19.08.*

***A condition has been added to require that any proposed mechanical equipment must comply with the minimum requirements of Title 19.08.*

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	20 Feet	72 Feet	Y
Adjacent development matching setback	5 Feet	72 Feet	Y
Trash Enclosure	50 Feet	44 Feet	N*

**A condition has been added to relocate the proposed trash enclosure to meet the minimum Residential Adjacency requirements of Title 19.08.060.*

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree / 6 Spaces	10 Trees	Zero Trees	N*
Buffer: Min. Trees	1 Tree / 20 Linear Feet	6 Trees	6 trees	Y**
TOTAL		16 Trees	6 Trees	N*
Min. Zone Width • North • South • East • West	8 Feet 15 Feet 8 Feet 15 Feet		Zero Feet 6 Feet Zero Feet Zero Feet	N** N** N** N**
Wall Height	6 to 8 Feet		Existing	Y

**There are no existing parking lot trees / landscape islands, nor are any proposed. An Exception to Title 19.10 Parking Lot Landscape Island and Planting standards has been requested.*

***The perimeter landscape buffers are existing. The proposed reduction of the patio area will result in additional perimeter buffer area, which will require two 24-inch box trees and four 5-gallon shrubs.*

Pursuant to Title 19.04, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
Use			Regular	Handi-capped	Regular	Handi-capped	
Restaurant	2,394 SF Public Waiting / Seating, plus 1,984 SF Remaining GFA	1 / 50 SF of public waiting/ seating area, plus 1 / 200 SF for the remain-ing GFA	56	3	57	3	Y

TOTAL			59	60	Y
Loading Spaces	4,091 SF	1 / Less Than 10,000 SF	1	1	Y

Exceptions		
Request	**Requirement**	**Staff Recommendation**
To allow zero landscape islands and trees.	10 Landscape islands and trees.	Approval

ANALYSIS

This is a request for a Site Development Plan Review for on-site alterations for an existing 4,091 square-foot restaurant at 2230 West Bonanza Road. An Exception to allow zero parking lot landscape islands and trees is requested for the existing parking lot. An associated request has been submitted for a Special Use Permit (SUP-33189) for a Supper Club in conjunction with the existing restaurant. The proposed changes to the site are minor in nature, will aid in site circulation, add landscaping and generally improve the aesthetic appearance of the site; therefore, staff is recommending approval of this request.

- **Existing Entitlements**

  There are existing entitlements that are associated with subject site for a mixed-use development. The applicant has submitted this application to make interim improvements to the subject site that are needed to better utilize the existing facility while the necessary financing is sought for the proposed mixed-use development. If approved, this application will not impact the existing entitlements, which shall remain in effect until exercised or allowed to expire.

- **Zoning**

  The subject site is located within the Southeast Sector Plan of the General Plan with land use designations of MXU (Mixed Use) and SC (Service Commercial). The MXU (Mixed Use) category allows for a mix of uses that are normally allowed within the L (Low Density Residential), ML (Medium Low Density Residential), M (Medium Density Residential), H (High Density Residential), O (Office), SC (Service Commercial), and GC (General Commercial) General Plan land use categories. The SC (Service Commercial) category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

The subject site is currently zoned C-1 (Limited Commercial), which is intended to provide most retail shopping and personal services, and may be appropriate for mixed-use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-l (Limited Commercial) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

- **Site Plan**

Minor changes are proposed for the existing site, and include restriping of the parking lot to add three handicap parking spaces that comply with the current Title 19.10 standards, the relocation of the trash enclosure, the addition of an accessory structure, and the reduction of the patio area. The proposed accessory structure is located 18 feet to the north of the restaurant, across the drive-through aisle. The proposed location of the trash enclosure will not meet the minimum 50-foot separation from residentially zoned property as required by Title 19.08.060 Residential Adjacency Standards; a condition has been added to require that the enclosure to be placed in an appropriate location.

- **Landscape Plan**

Although perimeter landscape buffer areas are existing and will not be increased in size (with the exception of the area created by reducing the patio area), the landscape plan indicates that all existing landscaping will be removed and replaced with 24-inch box size Shoestring Acacia trees and five-gallon shrubs to include Sago Palms, Regal Mist Fountain Grass and Creeping Jasmine. Additional landscaping consisting of the listed shrubs will also be added to areas around the perimeters of the existing restaurant building. The proposed landscaping materials will meet the minimum requirements of Title 19.12.

An Exception to Title 19.10 Parking Lot Landscape Island and Planting standards has been requested to allow zero landscape islands and trees where 10 are required. Staff can support the request as the parking lot is existing and the addition of the required islands and trees would result in a parking deficiency for the site.

- **Elevations**

Elevations indicate that no changes will be made to the existing building itself, but a 14’-6” architectural wall will be constructed within the buildable area of the site to wrap around the front and both sides of the structure, creating a more aesthetically pleasing street façade. Indicated on the architectural wall are areas for additional signage. Signs are permitted separately from other structures and must meet the size and coverage restrictions of Title 19.14. A condition has been added to require that all signage located on the site have the appropriate permits and inspections. No elevations were submitted for the accessory structure; however, the structure will require permitting, and it will have to meet the minimum development standards of Title 19.08, including the requirement to be

architecturally compatible in color and materials with the primary structure. The structure over the existing patio will be removed, and the patio will be reduced in size to create a landscape area. A stone veneer is indicated on the new patio wall, which is depicted at three feet in height. As it is located within the front yard setback area, it must meet the requirements of Title 19.12.075, which limits walls in the front yard area to no more than five feet in height, with the top three feet open to permit visibility. As walls are permitted separately from other structures, the applicant may choose to revise the design of the wall to pilasters with wrought iron inserts, or pursue a request for a Variance to allow the additional solid wall height prior to obtaining the appropriate building permits.

- **Floor Plan**

  The floor plan depicts an existing 4,091 square-foot structure that will be remodeled to include: an 884 square-foot bar area at the rear, with seating for 46; two restrooms; a 1,197 square-foot kitchen/service/order and pick-up area; storage; a 1,203 square-foot main dining room with seating for 126; and a patio area with seating for 14 at the front of the building.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The existing restaurant is compatible with the adjacent development and development in the area. The proposed on-site alterations will improve the utility and visual aesthetics of the site.

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;**

   The proposed development is consistent with the General Plan, Title 19 and the West Las Vegas Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is existing, with two driveways onto Bonanza Road, designated as a 100-foot Primary Arterial, and Dike Lane, designated a Local street by the Master Plan of Streets and Highways. The proposed on-site alterations will aid on-site circulation.

4. **Building and landscape materials are appropriate for the area and for the City;**

The building and landscape materials are appropriate for the area and the city, and meet the minimum requirements of Title 19.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The existing building façade will not be altered; however, the addition of the architectural wall in front of the building will improve the visual aesthetics of the building.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

PLANNING COMMISSION ACTION

The Planning Commission amended the conditions as shown to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 361 by City Clerk

APPROVALS 4

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-33191** APN: 139-29-704-023, 024, 025

Name of Property Owner: Bud Holdings, LLC

Name of Applicant: Big Mama's Cooking or Kitchen, Inc.

Name of Representative: Demetrius McWhorter/Dargin McWhorter

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Demet McWhort

Print Name: Demetrius McWhorter

Subscribed and sworn before me

This 27th day of January, 2009

Cindy Lou Ord

Notary Public in and for said County and State

CINDY LOU ORD
Notary Public State of Nevada
No. 00-63475-1
My appt. exp. July 15, 2012

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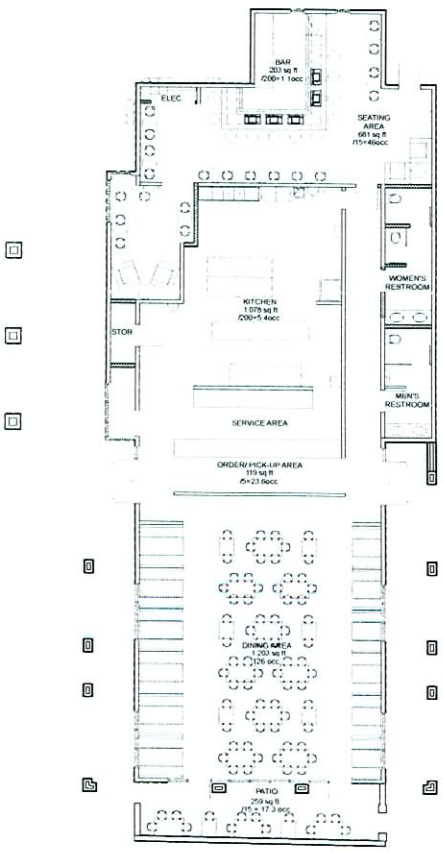
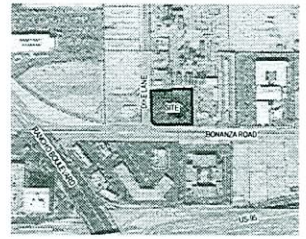
JAN 23 2009

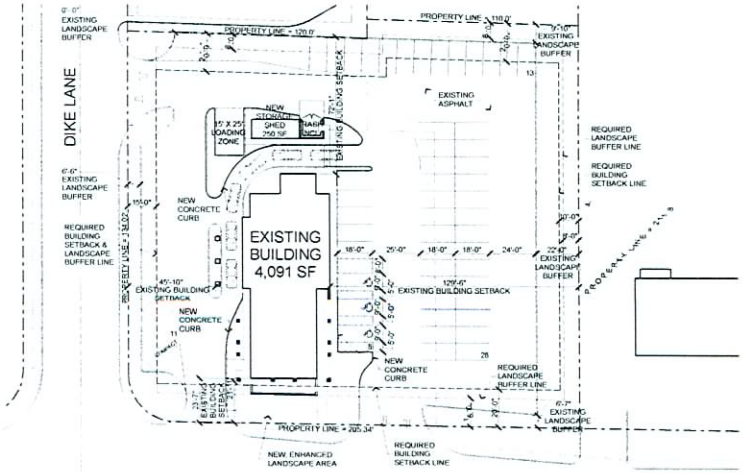


FLOOR PLAN





VICINITY MAP N.T.S.



SITE PLAN

Site and Project Information

SITE DATA

PARCEL NUMBER	139-29-704-023, 139-29-704-024, 139-29-704-025
JURISDICTION	CITY OF LAS VEGAS - 89106
EXISTING ZONING	C-1
PROPOSED USE	SUPPER CLUB
SITE AREA	49,105 SF 1.13 GROSS ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	20'-0"	23'-7" (existing)
INTERIOR SIDE	10'-0"	129'-4" (existing)
SIDE STREET	15'-0"	45'-10" (existing)
REAR	20'-0"	72'-1" (existing)

MAX HEIGHT	150'-0" / 10 STORIES
ACTUAL HEIGHT	+/- 18'-0" (EXISTING)
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	4,091 SF / 49,105 SF = 8.4%

BUILDING INFORMATION

CODE	2006 INTERNATIONAL BUILDING CODE
CONSTRUCTION TYPE	VB
OCCUPANCY	A-2
FIRE SPRINKLERS PROVIDED	NO
BUILDING AREAS	
RESTAURANT / BAR (A-2)	2,107 SF
KITCHEN (B)	1,284 SF
OTHER	700 SF
TOTAL SQUARE FOOTAGE	4,091 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
RESTAURANT / BAR	2,107 SF @ 1:50 = 43	
PATIO	287 SF @ 1:50 = 6	
KITCHEN / OTHER	1,984 SF @ 1:200 = 10	
TOTAL	59	

STANDARD PARKING SPACES PROVIDED	57
HANDICAPPED SPACES PROVIDED	3
TOTAL PARKING	60
LOADING ZONE (15' X 25')	1

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
FRONT	15'-0"	6'-7" (existing)
INTERIOR SIDE	8'-0"	22'-6" (existing)
SIDE STREET	15'-0"	6'-6" (existing)
REAR	8'-0"	8'-0" (existing)

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APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.839.1200
F 702.839.1213

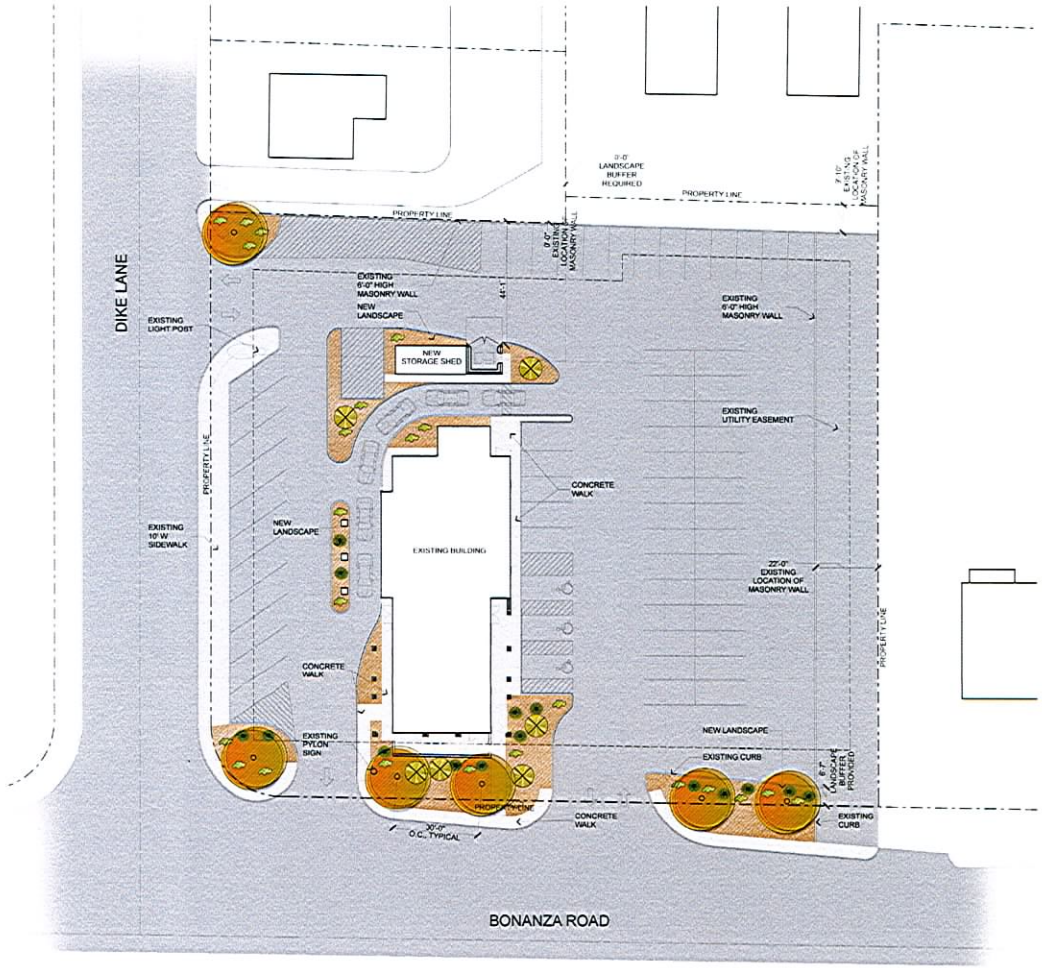
Big Mama's Supper Club
Special Use Permit
2230 W. Bonanza Road
Las Vegas, Nevada 89106

SUP-33189
SDR-33191
03/12/09 PC

City of Las Vegas SUP Submittal 01.27.09

SITE PLAN
AS100

08.144 Big Mama's Supper Club



LANDSCAPE PLAN

1" = 20'

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
TREES			
	SHOESTRING ACACIA	acacia stenophylla	24" Box
SHRUBS			
	SAGO PALM	metroxylon sagu	5 gal
	REGAL MIST FOUNTAIN GRASS	muhlenbergia capillaris 'regal mist'	5 gal
	CREEPING JASMINE	jasminum sambac	5 gal
GROUND COVER			
	SIZE	COLOR	DEPTH
	ROCK MULCH	TO BE SELECTED BY ARCHITECT FROM MANUFACTURERS STD COLORS	MIN. 2" DEEP

LANDSCAPE NOTES

1. ALL EXISTING LANDSCAPE SHALL BE REMOVED.
2. DRIP IRRIGATION SHALL BE PROVIDED AT ALL LIVING LANDSCAPE

LANDSCAPE BUFFERS

	REQUIRED	PROVIDED
FRONT	15'-0"	0'-7" (existing)
INTERIOR SIDE	8'-0"	0'-0" (existing)
SIDE STREET	15'-0"	0'-0" (existing)
REAR	8'-0" and 15'-0"	0'-0" (existing)

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FEB 09 2009

Big Mama's Supper Club

Design Review

2230 W. Bonanza Road
Las Vegas, Nevada 89106

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APTUS Architecture
1200 South 4th Street
Suite 206
Las Vegas, Nevada 89104
P 702.819.1200
F 702.819.1213

City of Las Vegas DR Submittal 02.04.09

PLANTING PLAN

L100

08.144 Big Mama's Supper Club

SDR-33191
REVISED
03/12/09 PC



EXISTING SOUTHEAST STREET VIEW



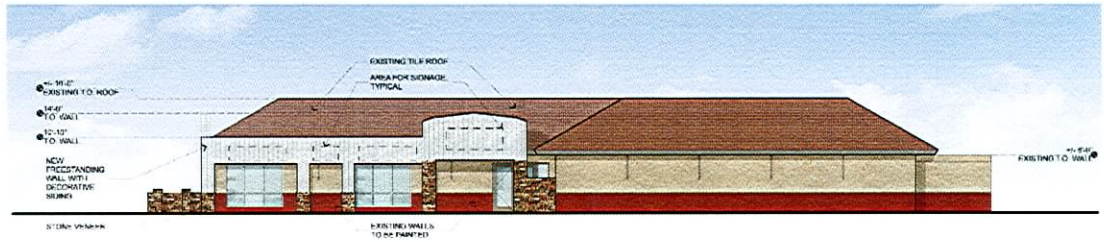
EXISTING SOUTHWEST STREET VIEW



EXISTING SOUTHEAST STREET VIEW



EXISTING SOUTHWEST STREET VIEW



D3 EAST ELEVATION

1/8" = 1'-0"



C3 SOUTH ELEVATION

1/8" = 1'-0"



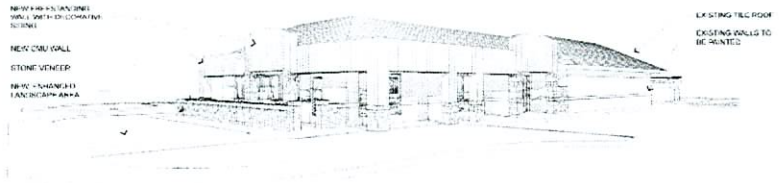
B3 WEST ELEVATION

1/8" = 1'-0"

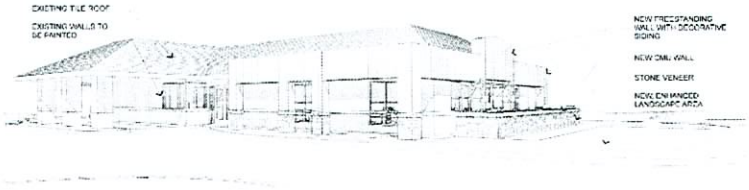


A3 NORTH ELEVATION

1/8" = 1'-0"



B1 PROPOSED SOUTHEAST STREET VIEW



A1 PROPOSED SOUTHWEST STREET VIEW

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Big Mama's Supper Club
Design Review
2230 W. Bonanza Road
Las Vegas, Nevada 89106

BUILDING ELEVATIONS

A200

SDR-33191
REVISED
03/12/09 PC

APTUS Architecture



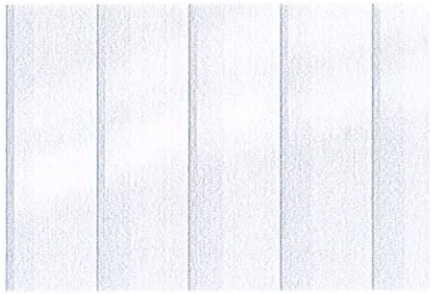
Field Color 1



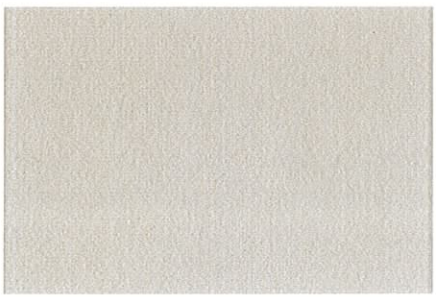
Stone Veneer



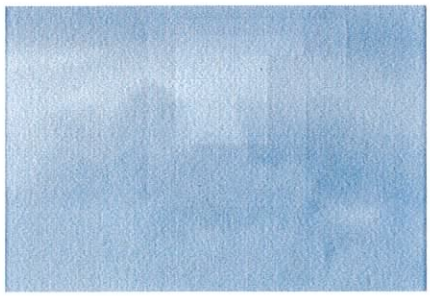
Field Color 2



Decorative Siding



Field Color 3



Glazing

APTUS Architecture
1200 South 4th Street
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info@aptusarchitecture.com

Big Mama's Supper Club

Design Review

2230 West Bonanza Road
Las Vegas, Nevada 89106

2.04.09

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SDR-33191
REVISED
03/12/09 PC



SDR-33191 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



SDR-33191 - APPLICANT: BIG MAMAS COOKING OR KITCHEN, INC. - OWNER: BUD HOLDINGS, LLC
2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09



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02/05/09



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2230 WEST BONANZA ROAD
MARCH 26, 2009 PLANNING COMMISSION

02/05/09

December 30, 2008

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

RE: **APN: 139-29-704-023 thru 139-29-704-025**
Subject: SDR-Remodel to Existing Building

Dear Sirs:

We respectfully submit this application for an administrative Minor Site Development Review for a renovation of our existing restaurant called Big Mama's Cooking and to allow the proposed upgrades to proceed as a building permit review only. . We have been opened and operating at this location for over ten years. Due to the current economic conditions, we need to renovate our property to add additional income streams to stay in business. Our plan is to remodel and renovate our entire building and to convert an old storage area in the rear portion of the restaurant into a new bar area. We are not adding any additional square footage to the building footprint nor are we doing any major changes to our already approved and operating restaurant. We are located within the Downtown Redevelopment Overlay. With this project we are trying renovate, remodel and upgrade our restaurant building and to enhance the existing landscaping to revitalize the neighborhood and provide an upgraded/updated project along Bonanza Road.

We hope that you will join us in our attempt to bring a much-needed renovation project to this immediate area, which has been in a state of decay for several decades now. Please consider this project as a positive impact on the City of Las Vegas and the surrounding area.

Respectfully Submitted,

Demetrius McWhorter
Big Mama's Cooking or Kitchen, Inc.

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JAN 26 2009

SUP-33189
SDR-33191
03/12/09 PC

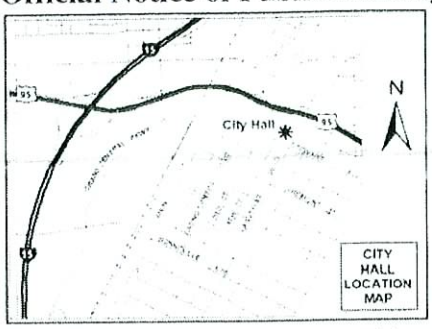
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33189 & SDR-33191
Planning Commission Meeting of 3/12/2009

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MAR 03 2009

Case: SUP-33189
13928301030
DEMARCO ANGELO THOMAS & JANET L
651 CLARKWAY DR
LAS VEGAS NV 89106-3629

#23
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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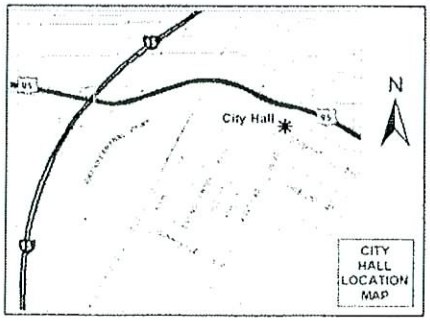
Official Notice of Public Hearing



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SUP-33189 & SDR-33191
Planning Commission Meeting of 3/12/2009

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MAR 04 2009

Case: SUP-33189
13929613019
JONES WILLIAM R & IRENE J FAM TR
9715 PHOENICIAN AVE
LAS VEGAS NV 89147-8337

LAUDP11 A5147

#23
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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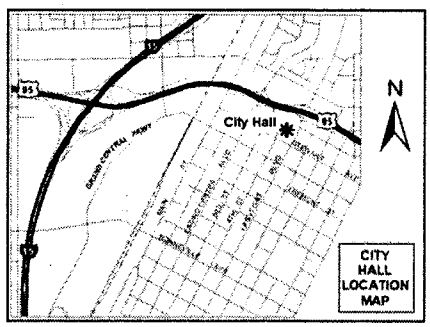
02 1M $ 00.39[4]
0004239954 FEB 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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SUP-33189 & SDR-33191
Planning Commission Meeting of 3/12/2009

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Case: SUP-33189
13929811097
COFRANCESCO JANICE L & MARK J
936 MIDPRIDE ST
LAS VEGAS NV 89144-1304

Submitted after final agenda

Date 3/11/09 Item #22 & 23 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 27 2009
MAILED FROM ZIP CODE 89101

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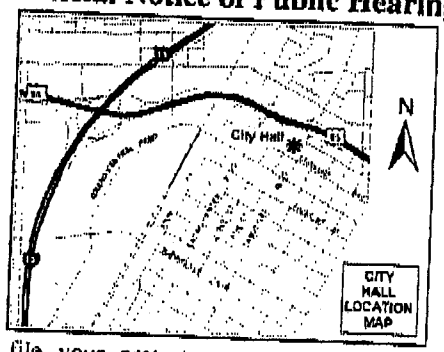
Official Notice of Public Hearing



RECEIVED
MAR 11 2009

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33189 & SDR-33191

Planning Commission Meeting of 3/12/2009

13928301012 Case: SUP-33189
PETRELLA RUTH C
1208 BENICIA HILLS ST
LAS VEGAS NV 89144-1234

Submitted after final agenda

Date 3/11/09 Item #22&23 A

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

23 March 2009

TO: Las Vegas Planning Commissioners

Support

FROM : Charleston Neighborhood Preservation

RE the following Agenda items of the 3/26/09 meeting:

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas boundaries, therefore imposing a direct impact upon all wards.

#9. ZON-32514, #10. VAR -33012, and #11. SDR-33010:

We request your Approval for these 2 additional buildings provided fire and other safety codes are fully compliant with requirements for the fully occupied number of rooms plus the height of 3 stories which is highly dense occupation.

#14. SUP-32748:

We request your DISapproval of this application to change the legal 9 PM closing hour for massage establishments.

We request your DISapproval of this application to change the legal 400 ft. separation distance from a residential use.

#15. SUP-33189 and SDR-33191:

We request your Approval of the 'supper club' and 'on-site alterations'.

#21. SUP-33388:

We request your Approval of this proposed 'second hand dealer'.

#22. VAC-30172:

We request your DISapproval of this inappropriate request because the length of the 'portion' is not identified and vacation will impede traffic.

#23. SDR-33422:

Please vote Approval for this 'Major Ammendment'.

June Ingram
CNP President
and Board

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MAR 2 3 2009

after final agenda

3-26-09 Item 16
16A

BOARD & ADVISORY MEMBERS

Dennis Ardine-Vicki Arnold-Dick Bratton-Juanita Clark- Miriam Een-Danielle Hanslip- Rose Horrath- June Ingram-Rick Johnson-Gene&Pearl Lonardo- Joan Lynch- Dorothy Orr- Pamela Stancliffe- Marcus Gobel- Layne Rushforth- Jeanine Sweany-Jean Withers-Others

MAR-23-2009 14:34 FROM: TO:3857268 P.1/1

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

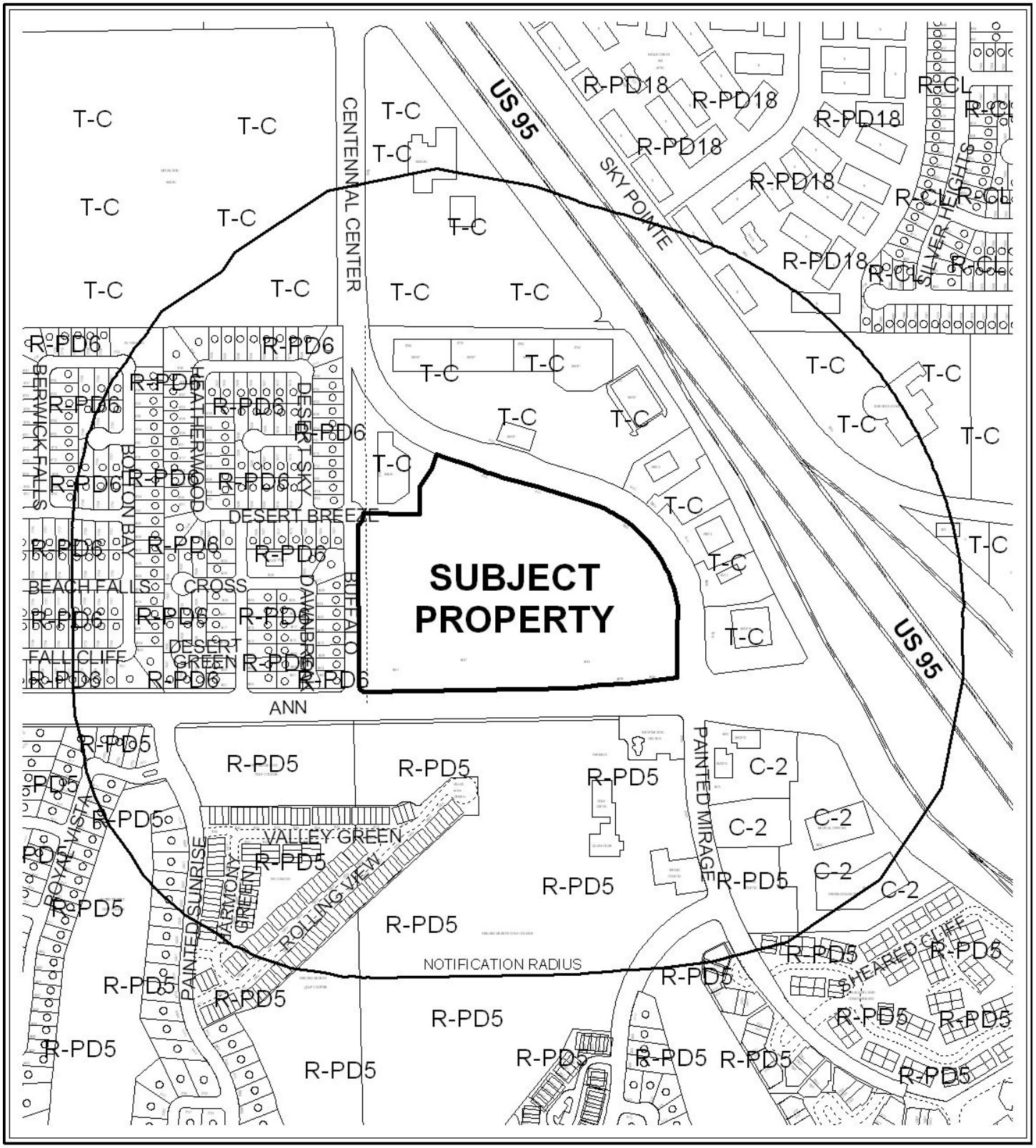
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-33491 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC - Request for a Special Use Permit FOR A SECONDHAND DEALER at 5765 Centennial Center, Suite #160 (APN 125-27-411-013), [SC-TC (Service Commercial-Town Center) Special Land Use Designation] Zone, Ward 6 (Ross). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

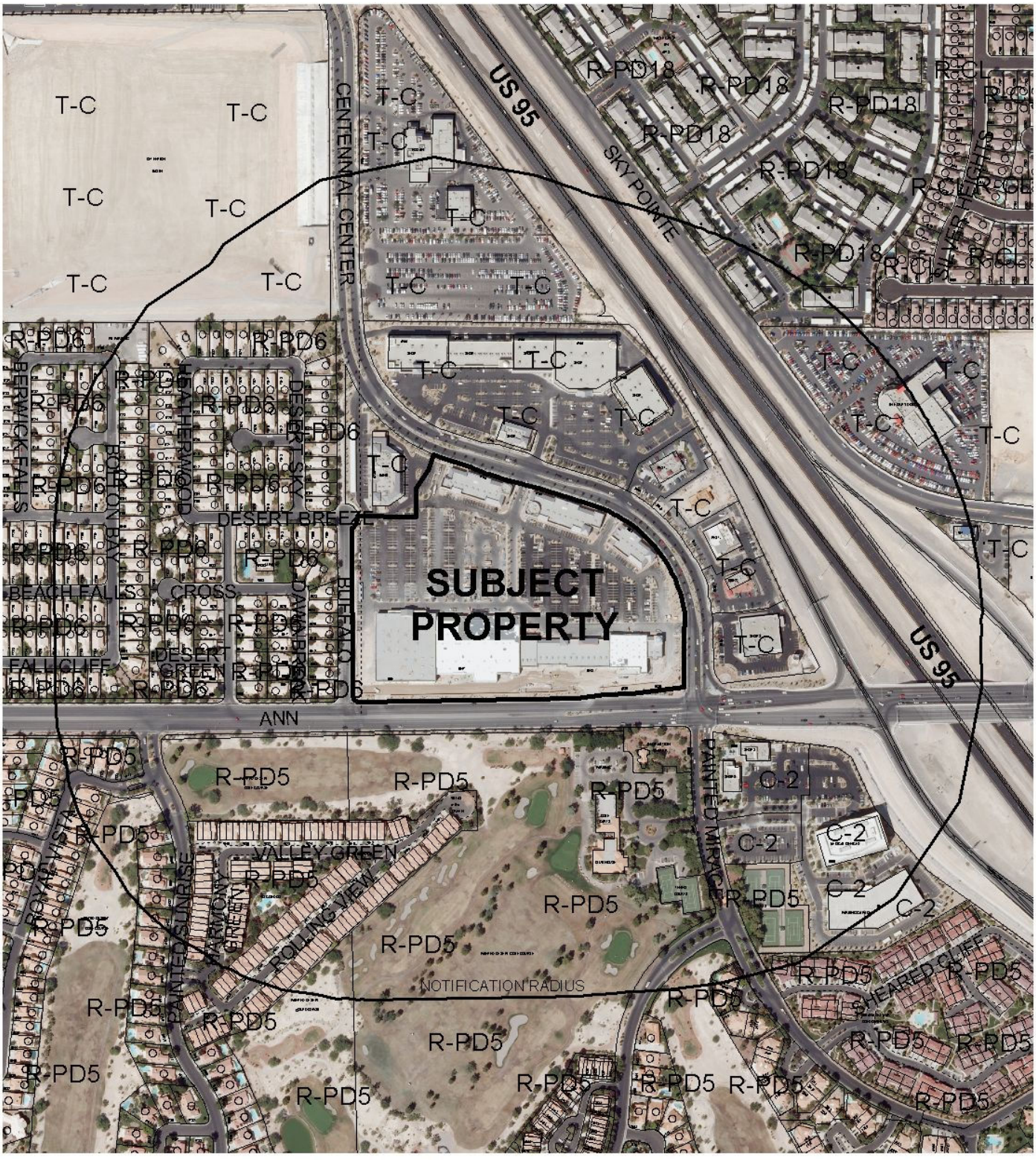
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 6



CASE: **SUP-33491**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



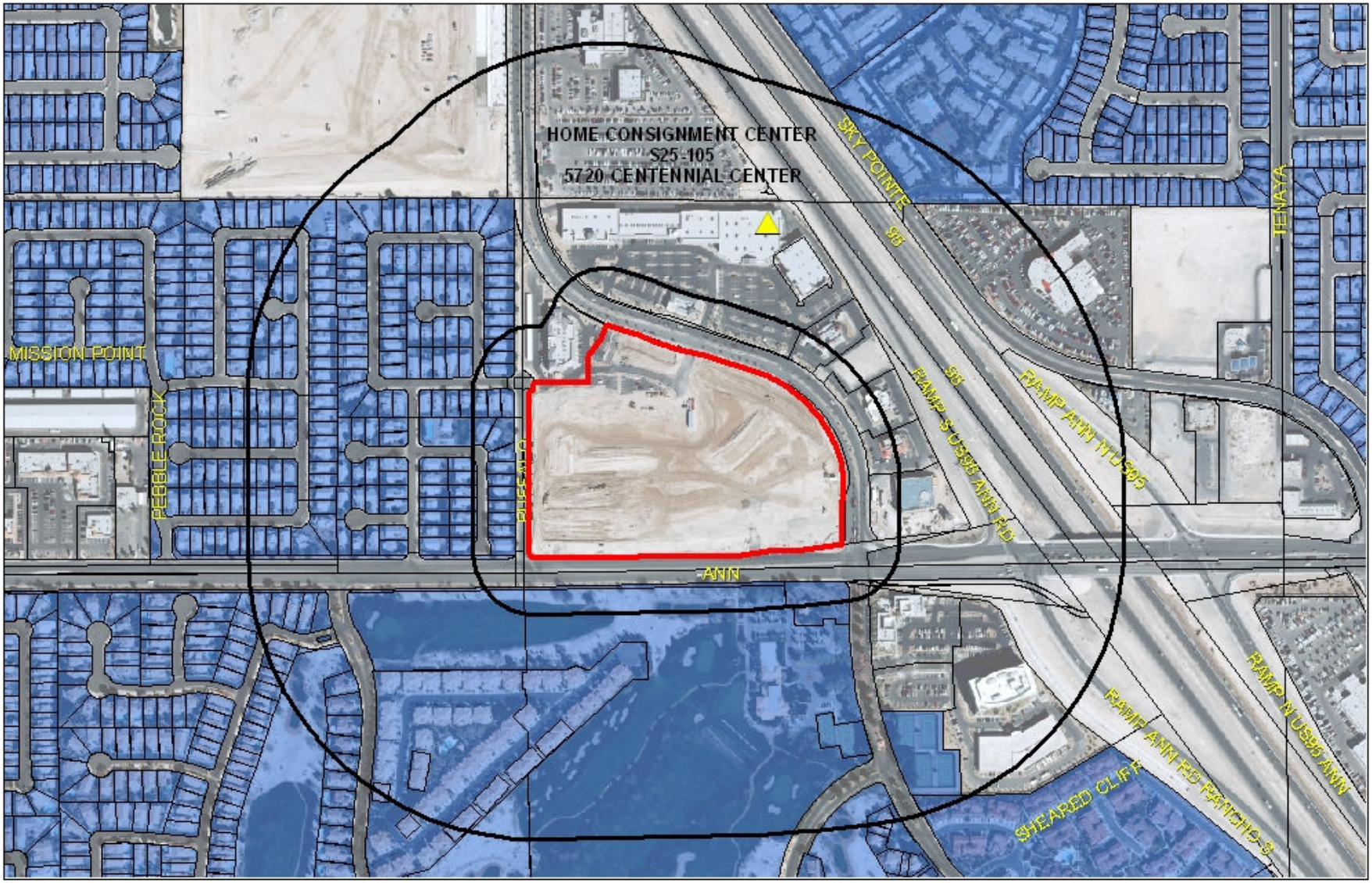
CASE: **SUP-33491**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:
T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



SUP-33491

Second Hand Dealers

Business Locations

Second Hand Dealers

Subject Property

200 FT & 1000 FT Buffer

0 305 610 1,220 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-33491 - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under Town Center Development Standards manual section B.4.B for a Secondhand Dealer use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed 2,086 square-foot Secondhand Dealer use within an existing shopping center on 16.79 acres at 5765 Centennial Center Boulevard, Suite #160. The applicant is proposing to buy, sell and trade personal computers, laptop computer and other computer devices. In addition, the applicant intends to repair and refurbish said merchandise. The proposed use is compatible with the surrounding area and meets the minimum Special Use Permit requirements for a Secondhand Dealer use, set forth by the Town Center Development standards manual. Therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a Rezoning (Z-0076-98) to T-C (Town Center) on the subject site as part of a larger request. The Planning Commission and staff recommended approval.
08/06/03	The City Council approved a Site Development Plan Review (SDR-2208) for a proposed 397,244 square-foot commercial development and Waivers of the Town Center Development Standards on the subject site. The City Council also approved Special Use Permits for four Supper Clubs (SUP-2214, SUP-2215, SUP-2216, and SUP-2217), two Restaurants with Drive-Through (SUP-2211, SUP-2212) and Outdoor Sales (SUP-2209) on the subject site. The Planning Commission and staff recommended approval.
09/07/05	The City Council approved a Minor Amendment to an approved Site Development Plan Review (SDR-8695) and Extensions of Time for four Supper Clubs (EOT-8271, EOT-8272, EOT-8273, EOT-8275), two Restaurants with Drive-Through (EOT-8269, EOT-8270), and Outdoor Sales (EOT-8267) on the subject site. Staff recommended approval.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #6/jb).
Related Building Permits/Business Licenses	
02/26/08	Building permits (#109332, 109333) were issued for rough grading and a temporary field office (trailer) at 5603 Centennial Center Boulevard. The building permit is currently active awaiting final inspections.
03/07/08	Building permits (#103732) were issued for onsite improvements and trash enclosures at 5603 Centennial Center Boulevard. The building permit is currently active awaiting final inspections.
03/07/08	Building permits (#103733) were issued for a trash enclosures at 5603 Centennial Center Boulevard. The building permit was finalized on 03/03/09.
03/07/08	A building permit (#103730) was issued for Centennial Gateway Building A at 5699 Centennial Center Boulevard. Certificate of Completion was given on 10/21/08.

03/17/08	Building permits (#110791,) were issued for a fire lead in at 5603 Centennial Center Boulevard (subject site). The building permit was finalized on 01/26/09
03/18/08	Building permits (#110944) was issued for under ground water and sewer in at 5603 Centennial Center Boulevard. The building permit is currently active awaiting final inspections.
03/21/08	A building permit (#104406) was issued for Centennial Gateway Building E at 5639 Centennial Center Boulevard. The building permit was finalized on 03/03/09.
03/25/08	A building permit (#104736) was issued for Centennial Gateway Building A at 5651 Centennial Center Boulevard. The building permit was finalized on 03/19/09.
03/25/08	A building permit (#107476) was issued for Centennial Gateway Building B at 5705 Centennial Center Boulevard. The building permit was finalized on 10/21/08.
03/27/08	A building permit (#107108) was issued for Centennial Gateway Building D at 5643 Centennial Center Boulevard. The building permit was finalized on 10/21/08.
04/21/08	Building permits (#107470, 107475) were issued for Centennial Gateway Building E and C and at 5635 Centennial Center Boulevard and 5655 Centennial Center Boulevard. Certificate of Completion was given on 10/21/08.
05/01/08	A building permit (#108852) was issued for Sportsman Warehouse Major B at 5647 Centennial Center Boulevard. The building permit was finalized on 02/11/09.
Pre-Application Meeting	
02/09/09	A pre-application meeting was held where submittal requirements for a Special Use Permit were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
03/05/09	During a routine field check staff observed a well maintained retail center.

Details of Application Request	
Site Area	
Gross Acres	16.79 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	TC (Town Center)	TC (Town Center) Zone [SC-TC (Service Commercial – Town Center) Special Land Use Designation]

North	Shopping Center	TC (Town Center)	TC (Town Center) Zone [SC-TC (Service Commercial – Town Center) Special Land Use Designation]
South	Painted Desert Golf Course	PR-OS (Parks/Recreation/Open Space)	R-PD5 (Residential Planned Development – 5 Units per Acre)
East	Shopping Center	TC (Town Center)	TC (Town Center) Zone [SC-TC (Service Commercial – Town Center) Special Land Use Designation]
West	Single-Family Residences	ML (Medium Low Density Residential)	R-PD6 (Residential Planned Development – 6 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
T-C Town Center District	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C Town Center District	X		Y
Trails		X	Y
Rural Preservation Overlay District		X	Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Commercial Shopping Center	211,606 SF	1/250 SF	847	17	990	24	Y*
TOTAL	211,606 SF		864		1,014		

*The subject site is considered a Shopping Center with parking calculated at 1:250 for all uses as approved by Site Development Plan Review (SDR-2208).

ANALYSIS

This request is for a Special Use Permit for a proposed 2,086 square-foot Secondhand Dealer use within an existing shopping center at 5765 Centennial Center Boulevard, Suite #160. The applicant is proposing to buy, sell and trade personal computers, laptop computer and other computer devices. In addition, the applicant intends to repair and refurbish said merchandise. The subject site is located within an existing shopping center capable of accommodating a variety of uses. The addition of a Secondhand Dealer within this center is compatible with the existing and future land uses. As indicated in the Parking Requirement table provided above all on-site parking requirements have been met for the proposed use. Therefore, staff recommends approval.

- **Zoning**

The subject site is located in the Centennial Hills Sector Map of the General Plan. The site is designated as T-C (Town Center). This category is intended to be the principle employment center for the Northwest and is a mixed-use development category. As compatibility allows, a mix of uses can include: mall facilities, high-density residential uses; planned business, office and industrial parks and recreational uses.

This project is within the Town Center Special Area Plan. The subject site is designated as SC-TC (Service Commercial - Town Center). The SC-TC (Service Commercial – Town Center) district allows low to medium intensity retail, office or other commercial uses that are intended to primarily serve the Centennial Hills area and do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, bowling alleys, and other places of public assembly and public/quasi-public uses. This district also includes office centers offering professional and business services. Local supporting land uses such as parks, other public recreational facilities, some schools and churches are also allowed in this district. The SC-TC (Service Commercial – Town Center) district is consistent with the T-C (Town Center) category of the General Plan. The use will not change the physical appearance or characteristics of the subject site and is compatible with the surrounding uses in the area. The proposed Secondhand Dealer use is permissible with the approval of this request and would then be consistent with the established T-C (Town Center) General Plan designation and SC-TC (Service Commercial – Town Center) special land use zoning district.

- **Use**

Secondhand Dealer is defined by Title 19 as a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. This use includes the sale of jewelry (Class III type) and scrap precious metals as defined in LVMC Chapter 6.74, but does

not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. This use does not include the buying and selling of foreign or domestic coins for numismatic purposes, which shall be allowed where retail sales of new merchandise is permitted. This use also does not include a thriftshop or nonprofit thriftshop. The applicant has indicated that they will be buying, selling and trading personal computers, laptops, or other similar devices.

The floor plan indicates that there will be 2,086 square-feet of space within the proposed site. Space has been allocated for one showroom with displays for merchandise and a cashier's counter in the front of the suite, and an area located in the back of the suite for storage and receiving goods and one restroom facility.

- **Minimum Special Use Requirements**

Minimum Special Use Permit Requirements for a Secondhand Dealer use in a SC-TC (Service Commercial - Town Center) zoning district are:

a. Except as otherwise provided in Paragraph (c), the use may be operated for consignment sales only and such consignment sales shall be limited to the following merchandise: jewelry (Class III), furniture, fixtures, tableware, pictures and paintings.

b. Payment to the consignor for consigned merchandise may not be made until after the merchandise has been sold.

c. The following (and only the following) secondhand merchandise may be sold on a non-consignment basis to, or purchased from or exchanged with, customers of the operation:
    i. Personal computers;
    ii. Laptop computers; and
    iii. Other similar computer devices.

d. No outdoor displays, sales or storage of any merchandise shall be permitted.

e. The hours of operation shall be limited to the hours between 8:00 a.m. and 10:00 p.m., unless otherwise specified by the City Council.

f. The use shall comply with the applicable requirements of LVMC Title 6.

Pursuant to Town Center Development Standards Manual Section B.4.B, these are the Minimum Special Use Permit Requirements, and are not Waivable conditions. The proposed Secondhand Dealer use meets the Minimum Special Use Permit Requirements per Town Center Development Standards Manual Section B.4.B. Therefore, staff is recommending approval of this Special Use Permit.

FINDINGS

The following findings must be made for a Special Use Permit:

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 is compatible with the SC-TC (Service Commercial - Town Center) Special Land Use designation and can be conducted in a manner that is harmonious and compatible with existing and future surrounding land uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Secondhand Dealer use will be in located within an existing shopping center that is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site ingress and egress will be primarily from Centennial Center Boulevard, a 90-foot Frontage Road according to the Town-Center Development Standards Manual. This roadway is more than adequate to carry any added traffic generated from this use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed use is consistent with the General Plan and will be subject to state and City of Las Vegas business and licensing requirements and will be monitored to ensure public safety and welfare is protected

5. **The use meets all of the applicable conditions per Town Center Development Standards and Title 19.06.**

   This proposal meets the minimum requirements of the Town Center Development Standards Manual and the minimum Special Use Permit requirements of Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED	12
ASSEMBLY DISTRICT	13
SENATE DISTRICT	9
NOTICES MAILED	494 by City Clerk
APPROVALS	1
PROTESTS	1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SUP-33491 APN: 125-27-411-013

Name of Property Owner: Centennial Gateway LLC c/o Territory Inc

Name of Applicant: Laptop Xchange

Name of Representative: Kummer, Kaempfer, Bonner, Renshaw, Ferrario - Jennifer Lazovich

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Terri Sturm

Print Name: TERRI STURM

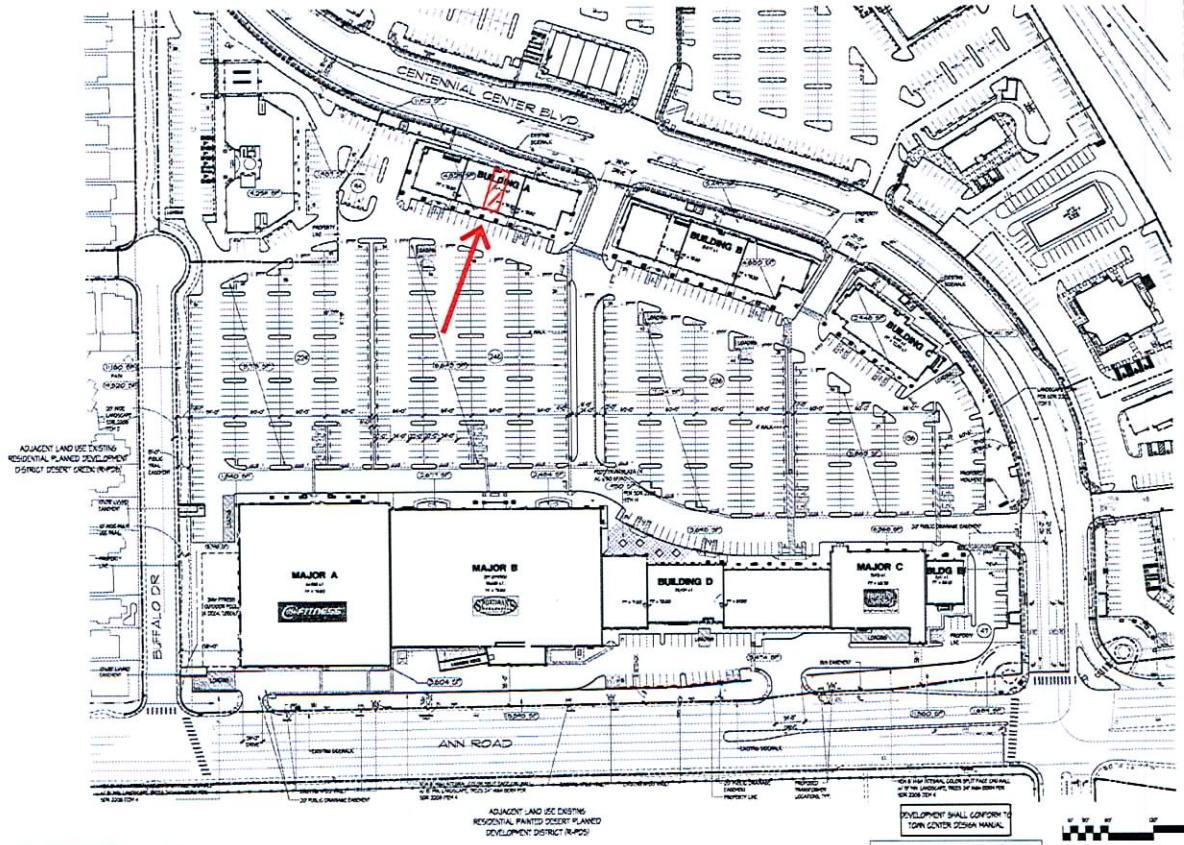
Subscribed and sworn before me

This 17TH day of FEBRUARY, 2009

Kathleen P Burns

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
KATHLEEN P. BURNS
My Appointment Expires
No: 05-96245-1 May 1, 2009



Summary

Land	18.73 AC	815,323 SF
Building Area		211,606 SF
20% Open Space Req'd		163,000 SF
Open Space Provided		163,573 SF
Plaza Area Req'd		950 SF
Plaza Area Provided		990 SF
Land-to-Bldg Ratio		3.88/1
Coverage		25.87%
Retail Shops 'A-E'		65,293 SF
Sportsman Warehouse		55,465 SF
24 Hr Fitness Center		44,933 SF
Fresh & Easy Market		13,915 SF
Sub Total Shopping Ctr		179,606 SF
Existing Office		32,000 SF
Total Building Area		211,606 SF

PARKING BY CODE REQUIREMENTS:

CODE REQUIRED:			
SHOPPING CENTER	179,606sf	1/250	717 SPACES
EXISTING OFFICE	32,000sf	1/300	106 SPACES
TOTAL REQUIRED			823 SPACES

PARKING BY USE

EXISTING OFFICE	32,000sf	1/300	106 SPACES
24 HR FITNESS	44,933sf	1/200	224 SPACES
SPORTSMAN WH.	55,465sf	1/250	222 SPACES
FRESH & EASY MARKET	13,915sf	1/250	55 SPACES
RETAIL "A"	12,427sf	1/250	50 SPACES
RETAIL "B"	15,877sf	1/250	63 SPACES
RETAIL "C"	8,414sf	1/250	33 SPACES
RETAIL "D"	25,424sf	1/250	102 SPACES
RETAIL "E"	3,141sf	1/250	12 SPACES
TOTAL REQUIRED			867 SPACES
TOTAL PROVIDED:			880
H.C. REQUIRED (2%)			20 (4 VAN)
H.C. PROVIDED:			24 (6 VAN)



Vicinity Map

Not to Scale

ALL BUILDINGS, IMPROVEMENTS, THEIR OCCUPANTS AND THE USES AS SHOWN ON THIS PLAN ARE PRELIMINARY AND SUBJECT TO MODIFICATION AT THE OWNER'S DISCRETION WITHOUT NOTICE.

THIS PRELIMINARY SITE PLAN IS BASED ON INFORMATION FURNISHED TO NADEL ARCHITECTS NEVADA, LLP AND IS SUBJECT TO VERIFICATION BY LEGALS, SURVEYS AND GOVERNING AGENCIES ETC. THIS EXHIBIT IS NOT INTENDED AS A REPRESENTATION AS TO IDENTITY, TYPE, SIZE, LOCATION, TRADE OR OCCUPANCY OF ANY BUILDING WITHIN THIS CENTER.

DATE: JANUARY 24, 2008
NADEL JOB # 07021

NADEL ARCHITECTS NEVADA, LLP
7160 S. DEAN MARTIN DR., SUITE 200
LAS VEGAS, NV 89118
T.702.896.3600 F.702.896.7170
WWW.NADELARC.COM

NADEL RETAIL

TERRITORY INCORPORATED

SITE PLAN

CENTENNIAL GATEWAY phase II

LAS VEGAS, NEVADA

SUP-33491
04/09/09 PC

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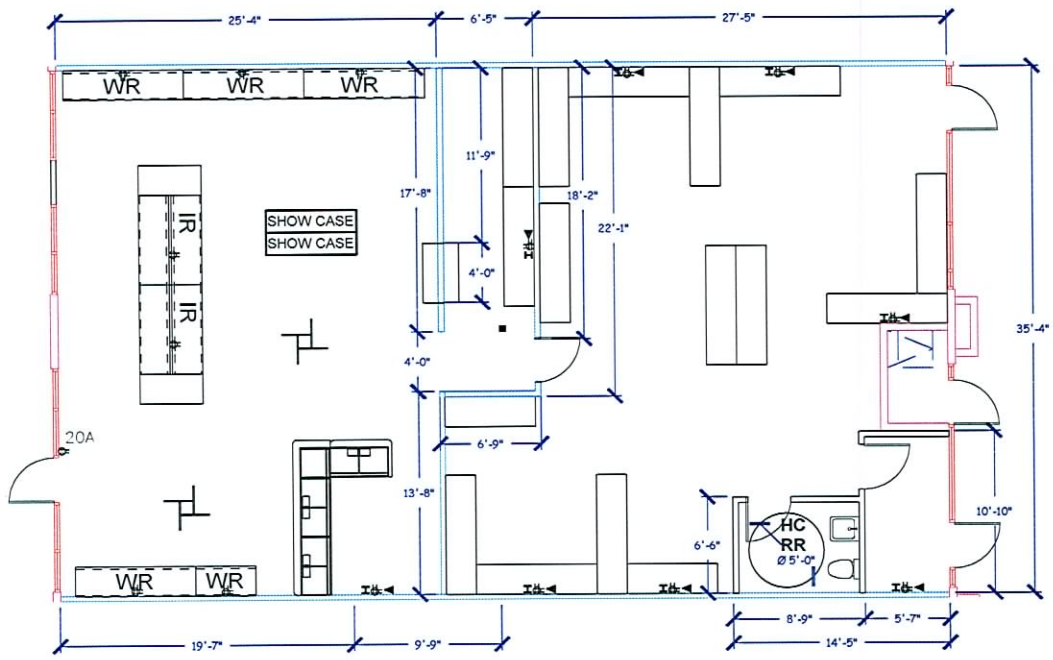

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FIXTURE LAYOUT
Scale: 1/8" = 1'-0"

=Internet Jack
=Telephone Jack
=Quad Electrical Jack
=Duplex Electrical Jack
20A

LaptopXchange	Laptop X change # LX10004 Duluth, MN Michael Smith	designed environments, inc. 421 benson ave SE willmar mn 56201	320.235.0852 320.235.3321 fax	Designer: Derrick Cruze Drawn By: DAC	Date:2.5.09 Store # 1004	Revised Revised	F1

SUP-33491
04/09/09 PC



SUP-33491 - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC
5765 CENTENNIAL CENTER, SUITE #160
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33491 - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC
5765 CENTENNIAL CENTER, SUITE #160
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33491 - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC
5765 CENTENNIAL CENTER, SUITE #160
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

KUMMER KAEMPFER

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kkbrf.com
702.693.4215

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 21, 2009

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
731 So. Fourth Street
Las Vegas, NV 89101

Re: Justification Letter – LaptopXchange
Special Use Permit for Secondhand Dealer
APN: 125-27-411-013; Building A, Suite 160

To Whom It May Concern:

Please be advised this office represents LaptopXchange (the "Applicant"), in the above referenced matter. The Applicant is requesting a special use permit to allow for a secondhand dealer use in an existing commercial center generally located on the northwest corner of Centennial Center Boulevard and Ann Road (the "Site").

The City Council recently amended the Las Vegas Municipal Code to allow for "secondhand merchandise [to] be sold on a non-consignment basis to customers of the operation: personal computers, laptop computers, and other similar computer devices." The Applicant buys, sells, and trades personal computers, laptops, or other similar devices. In addition to buying, selling, and trading, the Applicant also repairs and refurbishes said merchandise. The Applicant is the largest provider of these types of services in town. The Applicant is requesting the appropriate use permit to operate its business in Building A, Suite 160 at the Site.

We thank you in advance for your consideration and respectfully request your recommendation of approval. Should you need any additional information or have any questions, please feel free to contact me.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Anthony J. Celeste

AJC/

LAW FIRMS WORLDWIDE MERITAS

676718_1

SUP-33491
04/09/09 PC

Client / Matter

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004239954 APR 24 2009
MAILED FROM ZIP CODE 89101

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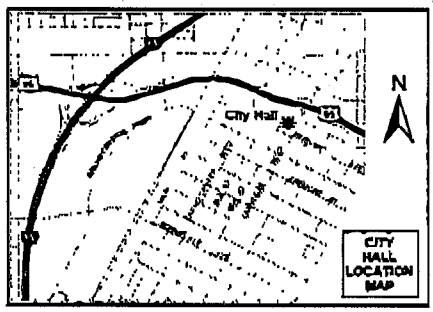
2009 APR 27 P 3:32

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491
City Council Meeting of 5/62009

CENTENNIAL GATEWAY L L C
%TERRITORY INC
5765 CENTENNIAL CENTER BLVD #230
LAS VEGAS NV 89149-7109

APN#12527411013

89149$7103 C063

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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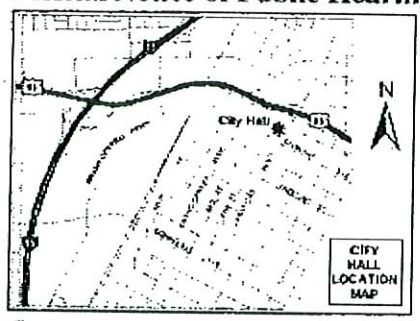
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491

Planning Commission Meeting of 4/9/2009

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Case: SUP-33491

12528812042
PRALL MARILYN LIVING TRUST
5724 HEATHERWOOD ST
LAS VEGAS NV 89149-5120

OP

CITY OF LAS VEGAS

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-33491 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: LAPTOP XCHANGE - OWNER: CENTENNIAL GATEWAY LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *April 8, 2009* 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 385-7268. 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.

[signature] April 7, 2009
Signature Date

MICHAEL GREEN
Please print name

LAPTOP XCHANGE
Company Name

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

RECEIVED
APR 07 2009

Submitted after final agenda

Date 4/7/09 **Item** 6

#6

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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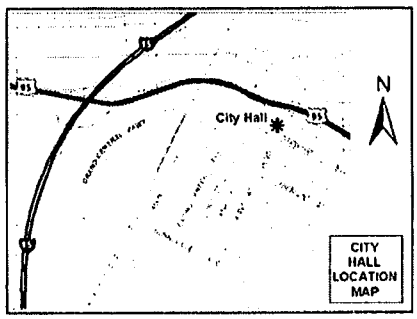
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33491

12533513080
POPE FAMILY TRUST
7633 VALLEY GREEN DR #201
LAS VEGAS NV 89149-0352

Submitted after final agenda

Date 4/7/09 Item 6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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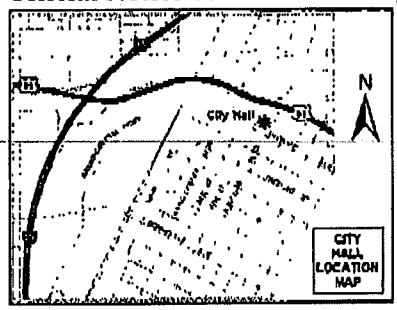

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491
Planning Commission Meeting of 4/9/2009

Case: SUP-33491
12528701005
CENTENNIAL CENTRE L L C
%TERRITORY INC
5765 CENTENNIAL CENTER BLVD #230
LAS VEGAS NV 89149-7109

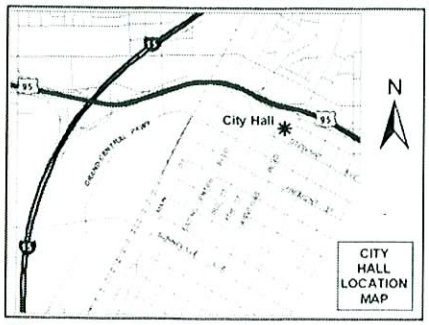
Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491
Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: SUP-33491
12534117106
JOHNSON CHARLES & SUSAN LIV TR
7285 SHEARED CLIFF LN #104
LAS VEGAS NV 89149-4828

6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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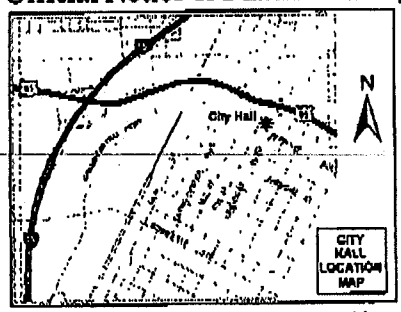
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



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APR 07 2009

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Case: SUP-33491
12527411013
CENTENNIAL GATEWAY L L C
%TERRITORY INC
5785 CENTENNIAL CENTER BLVD #230
LAS VEGAS NV 89149-7109

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491

Planning Commission Meeting of 4/9/2009

Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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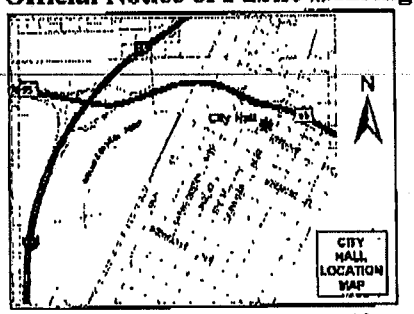
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33491
12527411014
CENTENNIAL GATEWAY EAST
5785 CENTENNIAL CENTER BLVD #230
LAS VEGAS NV 89149-7109

Item 6A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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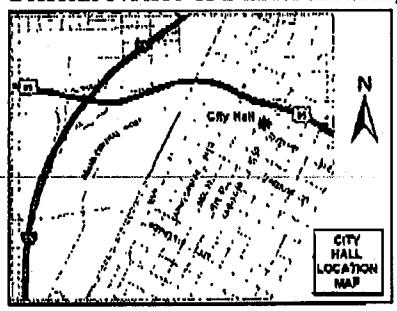

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Case: SUP-33491
12527411007
CENTENNIAL GATEWAY EAST L L C
%TERRITORY INC
5785 CENTENNIAL CENTER BLVD #230
LAS VEGAS NV 89149-7109

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33491
Planning Commission Meeting of 4/9/2009

Submitted after final agenda

Date Item 6A

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

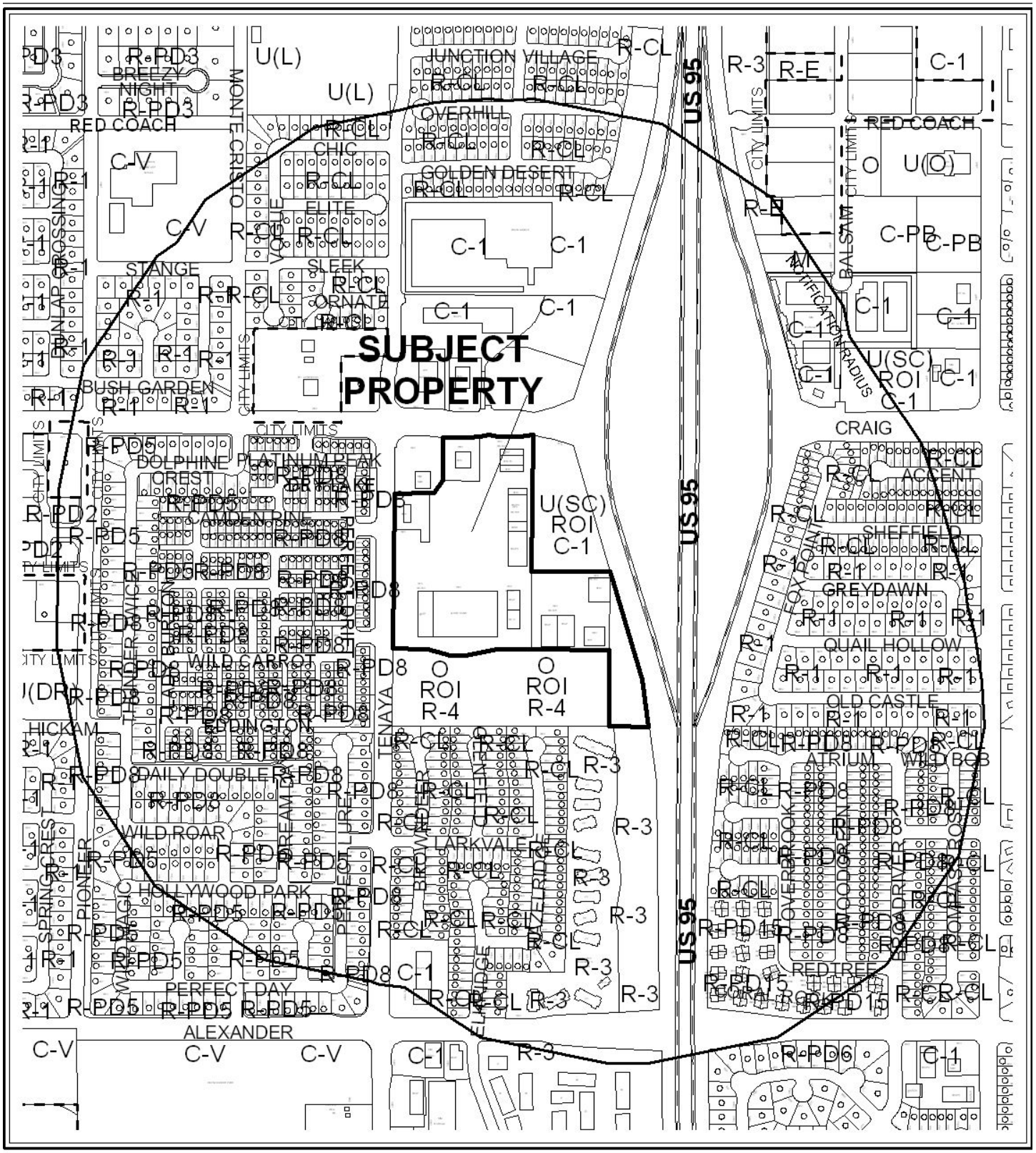
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-33584 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT at 7121 West Craig Road, Suite #101 (APN 138-03-715-007), C-1 (Limited Commercial) Zone, Ward 4 (Steinman). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 7

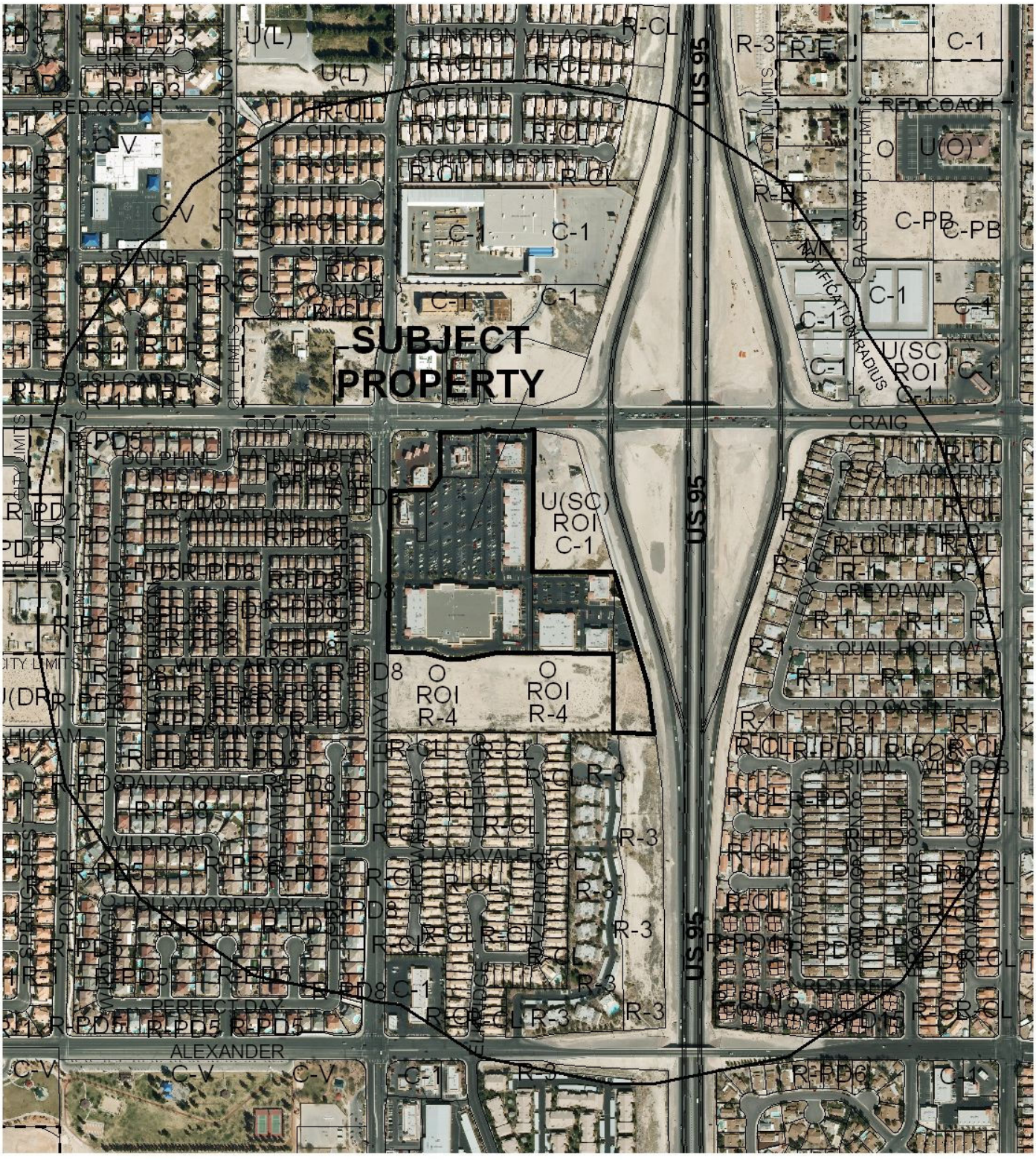


CASE: **SUP-33584**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 1000 Feet



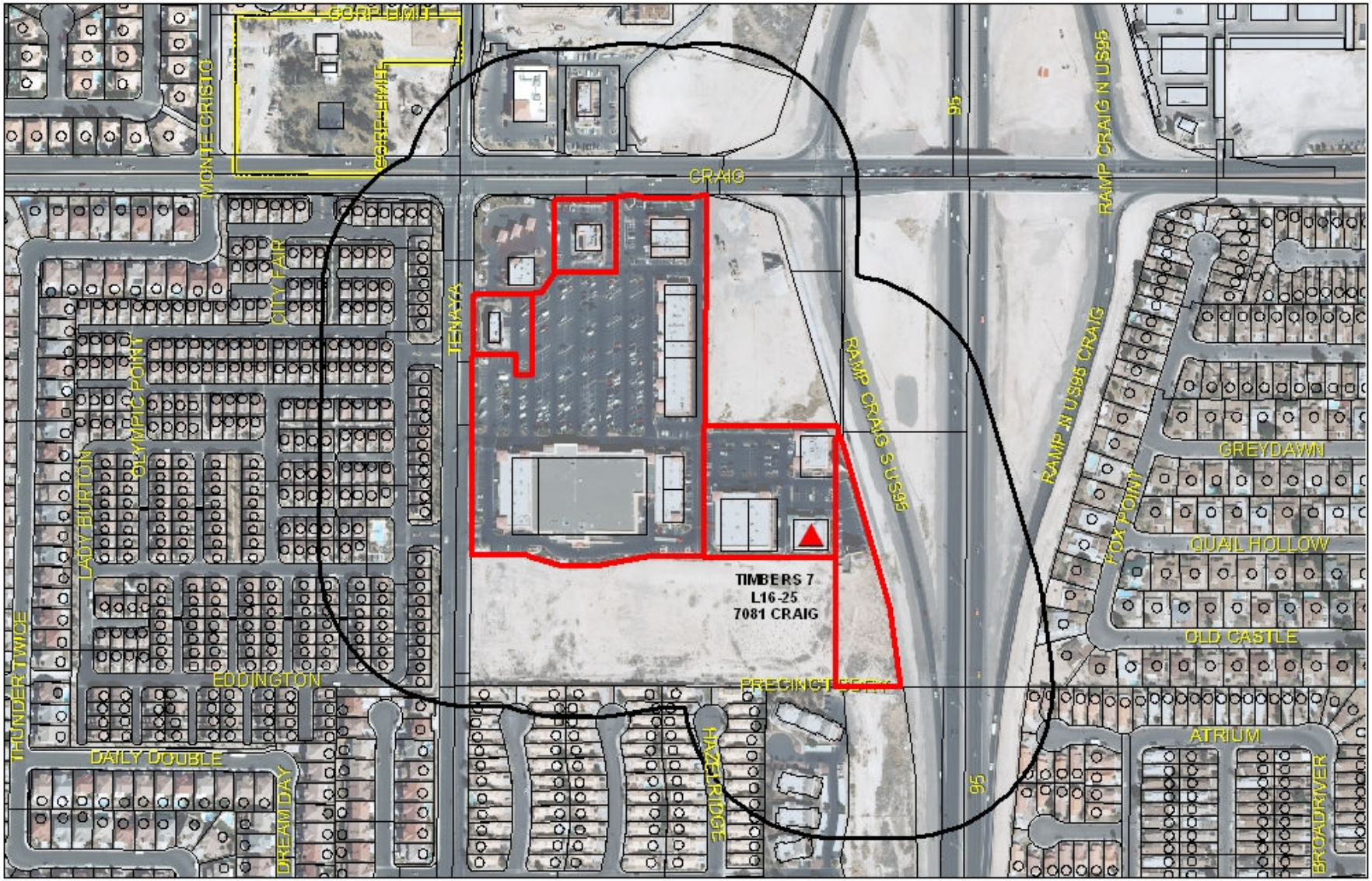
CASE: **SUP-33584**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-33584
Beer/Wine/Cooler
On-Sale Establishment

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Child Care/ Children Facility

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-33584 - APPLICANT: BUZZ BBW – OWNER: CRAIG MARKETPLACE, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler On-Sale Establishment use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow for a Beer/Wine/Cooler On-Sale Establishment within an established restaurant at 7121 West Craig Road, Suite #101. The restaurant is 3,215 square feet in size with seating for 118 people. The Beer/Wine/Cooler On-Sale use will be ancillary to the existing restaurant. As this request meets all the Minimum Special Use Requirements and can be conducted in a compatible and harmonious manner within the existing shopping center, staff is recommending approval of this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/19/00	The City Council approved a Rezoning (Z-0071-99) from U (Undeveloped) zone to C-1 (Limited Commercial) for this pad site as part of a larger request. The Planning Commission recommended denial on 12/02/99.
03/01/00	The City Council approved a Site Development Plan Review [Z-0071-99(1)] for a 156,603 square-foot shopping center and a 90,200 square-foot office development on 23.86 acres on property located on the southeast corner of Craig Road and Tenaya Way.
04/26/01	The Planning Commission approved a Site Development Plan Review [Z-0071-99(4)] for a 7,019 square-foot retail pad building on a 0.99 acre site located on the south side of Craig Road, approximately 400 feet east of Tenaya Way
05/15/02	The City Council approved a Special Use Permit (U-0016-02) for a Restaurant with Service Bar in conjunction with a proposed restaurant (Sushi-Ko). The Planning Commission also recommended approval.
07/03/02	The City Council approved a Variance (V-0031-02) to allow 817 parking spaces for an existing shopping center, where 887 parking spaces are required. The Planning Commission also recommended approval.
02/20/02	The City Council approved a request for a Special Use Permit (U-0161-01) for Off-Premise Liquor Establishment for a proposed Albertsons grocery store generally located adjacent to the south side of Craig Road approximately 220 feet east of Tenaya Way. The Planning Commission also recommended approval.
03/19/03	The City Council approved a Special Use Permit (SUP-1557) for a Restaurant Service Bar in conjunction with an existing restaurant (Honey Tree Café) at 7121 West Craig Road. The Planning Commission also recommended approval.

03/04/04	The Planning and Development Department administratively approved a Final Map Technical Review (FMP-3397) for one lot on 16.66 acres located at 7101 W. Craig Road.
02/16/05	The City Council approved a Special Use Permit (SUP-5650) for a Restaurant Service Bar and a Waiver from the 400 foot distance separation requirement from an existing church and park located at 7121 West Craig Road, Suite #101. The Planning Commission also recommended approval.
08/24/06	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-14962) for a proposed 2,327 square-foot Fast Food Restaurant with a Drive-Thru at 7121 West Craig.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #7/jb).
Related Building Permits/Business Licenses	
02/08/01	A building permit (#1002158) was issued for Shell Building – Pad 5 for a Certificate of Completion at 7121 West Craig Road. The permit was finalized on 12/27/01.
02/08/02	A building permit (#2002298) was issued for a Demising Wall at 7121 West Craig Road, Suite #101. The permit was finalized on 02/14/02.
04/23/02	A building permit (#2007353) was issued for a Tenant Improvement for Certificate of Occupancy at 7121 West Craig Road, Suite #101. The permit was expired on 01/11/03.
05/02/02	A building permit (#2008060) was issued for a Illuminated Wall Sign at 7121 West Craig Road, Suite #101. The permit was expired on 11/30/02.
06/26/02	A building permit (#2011630) was issued for a Hood Fire Exiting System at 7121 West Craig Road, Suite #101. The permit was expired on 01/11/03.
03/29/06	A business license (#R09-01151) was issued for a restaurant at 7121 West Craig Road, Suite #101. The license was marked out on 02/26/08.
12/11/06	A business license (#L09-00233) was issued for Beer/Wine/Cooler On-Sale at 7121 West Craig Road, Suite #101. The license was marked out on 02/26/08.
09/26/08	A business license (#R09-01467) was issued for a restaurant at 7121 West Craig Road, Suite #101. The license is still active.
Pre-Application Meeting	
02/09/09	A pre-application meeting was held where submittal requirements for a Special Use Permit were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
03/05/09	During a routine field check staff observed a well maintained retail center.

Details of Application Request	
Site Area	
Gross Acres	10.94 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Undeveloped [Proposed Mixed-Use development (SDR-18822)]	H (High Density Residential)	O (Office) under Resolution of Intent to R-4 (High Density Residential)
East	Undeveloped [Proposed Shopping Center (SDR-25484)]	SC (Service Commercial)	U(SC) [Undeveloped (Service Commercial)] Under Resolution of Intent to C-1 (Limited Commercial)
	Shopping Center	SC (Service Commercial)	C-1 (Limited
West	Single-Family Residences	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

Pursuant to Ordinance No. 5227, the project under review meets the threshold for a "Project of Significant Impact," defined in the ordinance as a Special Use Permit application concerning property within 500 feet of the City boundary with Clark County or North Las Vegas. The applicant has prepared and submitted an impact report as required by the Ordinance for referral to the affected agencies. No comments have been received regarding this application.

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Commercial Shopping Center	150,638	1:250	603	13	793	24	
TOTAL			616		817		Y*

*The subject site is considered a Shopping Center with parking calculated at 1:250 for all uses. Variance (V-0031-02) reduced the parking requirement previously established in Rezone [Z-0071-99(1)] to allow 817 parking spaces for an existing shopping center, where 887 parking spaces are required.

ANALYSIS

This request is for a Special Use Permit for a proposed Beer/Wine/Cooler On-Sale Establishment within an existing restaurant at 7121 West Craig Road, Suite #101. The restaurant currently has 3,215 square-feet, with seating for 118 people. The proposed location is part of an established shopping center at the southeast corner of West Craig Road and North Tenaya Way, which supplies the required amount of parking for this site. This shopping center is able to accommodate a variety of uses such as professional offices, personal services, restaurants, and retail stores. The addition of a Beer/Wine/Cooler On-Sale Establishment use ancillary to an existing restaurant within this shopping center is compatible with the existing and future land uses as specified by the General Plan. Therefore, staff recommends approval.

- **Zoning**

The subject site is located within the Centennial Hills Sector Map of the General Plan. The site is designated as SC (Service Commercial). The Service Commercial category allows for a low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow Mixed-Use development with a residential component where appropriate.

The subject site is currently within a C-1 (Limited Commercial) zoning district and will utilize 3,215 square feet of space within an existing commercial building. The C-1(Limited Commercial) district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of

residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfare along major retail corridors. The C-1 (Limited Commercial) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan. The use will not change the physical appearance or characteristics of the subject site and is compatible with the surrounding uses in the area. The proposed Beer\Wine\Cooler On-Sale Establishment use is permissible with the approval of this request and would then be consistent with the established SC (Service Commercial) General Plan designation and C-1 (Limited Commercial) zoning district.

- **Use**

Beer\Wine\Cooler On-Sale Establishment use is defined by Title 19 as "an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers for consumption only in connection with a meal on the premises where the same is sold, and is operated in connection with a restaurant in which 45 or more people may be served with meals at any one time at tables or stools." The applicant has indicated that they will be performing the proposed use in conjunction with an existing restaurant.

The existing restaurant accommodates 118 seats, therefore complying with Title 19.04; the floor plan includes a counter with register, a dining area, kitchen, walk-in coolers/ storage an office and two restrooms. As the Beer\Wine\Cooler On-Sale Establishment use is ancillary to the approved restaurant use, no additional parking is required.

- **Minimum Special Use Requirements**

Minimum Special Use Permit Requirements for a Beer\Wine\Cooler On-Sale Establishment use in a C-1 (Limited Commercial) zoning district are:

1.) Except as otherwise provided, no beer/wine/cooler on-sale establishment (hereinafter establishment) shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.

2.) Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:

a. Any leasehold parcel; or

b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.

3.) In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:

a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or

b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4.) When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

5.) The minimum distance requirements in Requirement 1 do not apply to:

a. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or

b. A proposed establishment having more than 50,000 square feet of retail floor space.

*6.) All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

Pursuant to Title 19.04.010, these are the Minimum Special Use Permit Requirements. The proposed Beer\Wine\Cooler On-Sale Establishment use meets the Minimum Special Use Permit Requirements per Title 19.04. Therefore, staff is recommending approval of this Special Use Permit.

FINDINGS

The following findings must be made for a Special Use Permit:

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 is compatible with the SC (Service Commercial) General Plan designation and is located within an existing shopping center. The use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed use will be accessory to an approved restaurant within an existing shopping center. The subject site is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Craig Road, a 100-foot Primary Arterial, and Tenaya Way, an 80-foot Secondary Collector, as designated in the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit should not compromise public health, safety, or welfare as the proposed Beer\Wine\Cooler On-Sale Establishment use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Beer\Wine\Cooler On-Sale Establishment use complies with the minimum Special Use Permit requirements set forth by Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED	7
ASSEMBLY DISTRICT	37
SENATE DISTRICT	4
NOTICES MAILED	1,318 by City Clerk
APPROVALS	4
PROTESTS	1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-33584** APN: 138-03-715-007

Name of Property Owner: Craig Marketplace, LLC

Name of Applicant: Buzz BBQ

Name of Representative: Michael Hanson

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Ronnie Schwartz

Subscribed and sworn before me

This 28th day of August, 20 08

Jennifer L. Roberts

Notary Public in and for said County and State

JENNIFER L. ROBERTS
Notary Public State of Nevada
No. 97-4318-1
My appt. exp. Sept. 23, 2009



RECEIVED
FEB 24 2009

SUP-33584
04/09/09 PC

ROOM FINISH SCHEDULE

ROOM NOS.	ROOM NAME	FLOOR	BASE	WALLS	TRIM	CEILING/ HEIGHT	NOTES
100	SEATING	C. TILE	C. TILE	PAINT	PAINT	OPEN/PAINTED	
101	CASHIER	C. TILE	C. TILE	PAINT	PAINT	OPEN/PAINTED	
102	DINING	C. TILE	C. TILE	PAINT	PAINT	OPEN/PAINTED	
103	MEN'S ROOM	C. TILE	C. TILE	C. TILE/ CAP.BD.	C. TILE	PTD. CAP. BD./ 8' A.F.F.	
103	WOMEN'S ROOM	C. TILE	C. TILE	C. TILE/ CAP.BD.	C. TILE	PTD. CAP. BD./ 8' A.F.F.	
105	OFFICE	G. TILE	G. TILE	PAINT	PAINT	GYP.BD./ 9' A.F.F.	
106	JAN. CLOSET	G. TILE	G. TILE	F.R.P.	PAINT	GYP.BD./ 9' A.F.F.	WAIN. CTG. GYP. BD. CLG. TILES
107	DISH WASHING	G. TILE	G. TILE	F.R.P.	PAINT	GYP.BD./ 9' A.F.F.	WAIN. CTG. GYP. BD. CLG. TILES
108	PREP-AREA	G. TILE	G. TILE	F.R.P.	PAINT	GYP.BD./ 9' A.F.F.	WAIN. CTG. GYP. BD. CLG. TILES
109	COOK LINE	G. TILE	G. TILE	F.R.P.	PAINT	GYP.BD./ 9' A.F.F.	WAIN. CTG. GYP. BD. CLG. TILES
110	WAIT STATION	G. TILE	G. TILE	F.R.P.	PAINT	GYP.BD./ 9' A.F.F.	WAIN. CTG. GYP. BD. CLG. TILES
111	DRY-GOODS STORAGE	G. TILE	G. TILE	PAINTED	PAINT	GYP.BD./ 9' A.F.F.	WAIN. CTG. GYP. BD. CLG. TILES

DOOR SCHEDULE

DOOR NO.	DOOR SIZE	DOOR TYPE	DOOR MAT'L	DOOR FINISH	FRAME MAT'L	FRAME FINISH	HDWR SET	NOTES
100	EXIST.		ALUM/GLASS	PRE-FIN.	ALUM	PRE-FIN.	EXIST.	EXIST. DOOR
101	3'-0" X 6'-8" X 1 3/4"	A	S.C. WOOD	PAINT	HM	PAINT	H08-1	PROVIDE SIGNAGE "MEN"
102	3'-0" X 6'-8" X 1 3/4"	A	S.C. WOOD	PAINT	HM	PAINT	H08-1	PROVIDE SIGNAGE "WOMEN"
103	EXIST.		EXIST.	PAINT	EXIST.	PAINT	EXIST.	RELOCATED EXIST. DOOR
104	3'-0" X 6'-8" X 1 3/4"	A	S.C. WOOD	PAINTED	HM	PAINT	H08-2	
105	EXIST.		EXIST.	PAINT	EXIST.	PAINT	EXIST.	EXIST. DOOR
106	3'-0" X 6'-8" X 1 3/4"	C	S.C. WOOD	PAINT	HM	PAINT	H08-3	PROVIDE 30"X6" LOUVER
107	3'-0" X 6'-8" X 1 3/4"	A	S.C. WOOD	PAINT	HM	PAINT	H08-2	
108	3'-0" X 6'-8" X 1 3/4"	B	WOOD/GLASS	PAINT	HM	PAINT		DBL. ACTING HINGE

HARWARE SETS:

ITEM:	SPEC:	ACCEPTABLE SUBSTITUTE
HINGES	HAGER	BOMMER, STANLEY, McKINNEY
LOCKS	SCHLAGE	YALE, SARGENT
CLOSERS	LCN	NO SUBSTITUTION
EXIT DEVICES	VON DUPRIN	PRECISION, SARGENT
FLAT GOODS	ROCKWOOD	ANY EHMA MEMBER

H08-1

ITEM:	MODEL NUMBER:	STYLE/FINISH
3 HINGES	BAIRS 4-1/2" X 4-1/2" NRP	US32D
1 CLOSER	4111-H-CUSH	ALUM.
1 PUSH/PULL	TO BE SELECTED	POLISHED CHROME
1 KICK PLATE	8401X080 ADAPTER	US32D
1 WALL BUMPER	409	US32D

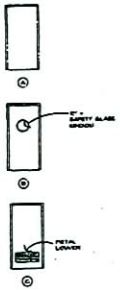
H08-2

ITEM:	MODEL NUMBER:	STYLE/FINISH
3 HINGES	BAIRS 4-1/2" X 4-1/2" NRP	US32D
1 LOCKSET	AL363 PD	SATURN/US26D
1 KICK PLATE	8401X080 ADAPTER	US32D
1 WALL BUMPER	409	US32D

H08-3

ITEM:	MODEL NUMBER:	STYLE/FINISH
3 HINGES	BAIRS 4-1/2" X 4-1/2" NRP	US32D
1 CLOSER	4111-H-CUSH	ALUM.
1 LOCKSET	AL696PD	SATURN/US26D
1 KICK PLATE	8401X080 ADAPTER	US32D
1 WALL BUMPER	409	US32D

DOOR TYPES:



PLUMBING FIXTURE SCHEDULE

WALL HUNG LAVATORY MANUFACTURED BY CRANE MODEL NO. 1-328 "BRISTOL" VITREOUS CHINA WITH TWO SOAP DEPRESSIONS AND CONCEALED HANGER. SINGLE LEVER FAUCET TO BE CHROME MANUFACTURED BY DELTA MODEL NO. 520-TPU WITH 3/8" SUPPLIES, P-TRAP, AND LOOSE KEY STOPS.

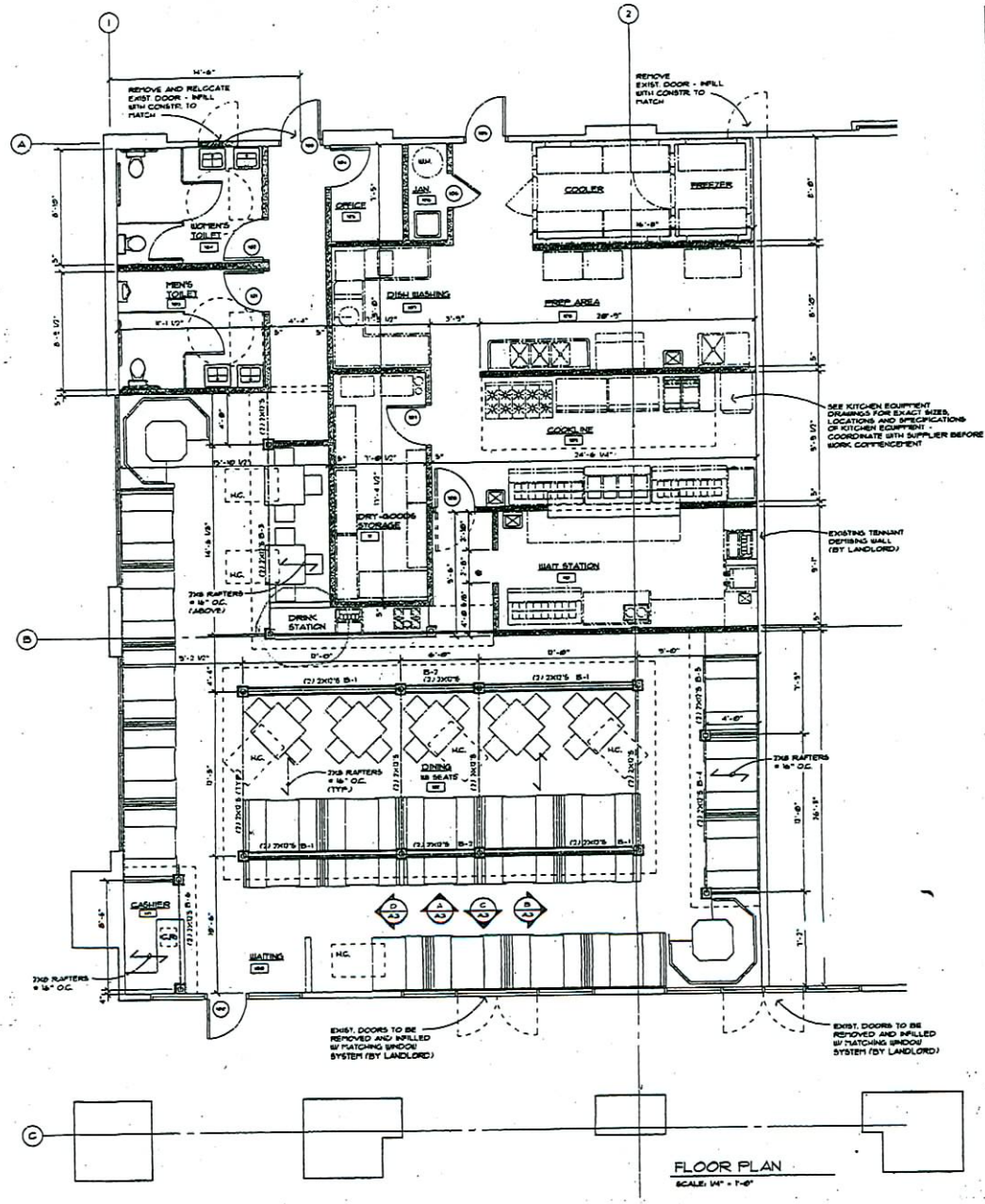
WATER CLOSET MANUFACTURED BY CRANE MODEL NO. 3-189 "GALAXY" VITREOUS CHINA ELONGATED RIM BOWL AND TANK WITH 3/8" SUPPLY AND LOOSE KEY STOP SEAT TO BE SOLID WHITE PLASTIC WITH OPEN FRONT AND RAISED HANDICAP HARDWARE. SEE DETAILS (THIS SHEET) FOR PROPER HEIGHTS AND CLEARANCES.

SERVICE SINK MANUFACTURED BY MAT MODEL NO. MSB 2424 WITH SERVICE FAUCET MODEL NUMBER 8361-AA WITH 3/8" FLEXIBLE HOSE AND HOSE BRACKET

URINAL MANUFACTURED BY CRANE MODEL NO. 7-181 "CROWNELL" WALL MOUNTED WHITE VITREOUS CHINA, 3/4" TOP SPUD, 2" I.P.S. FEMALE OUTLET FLUSH VALVE TO BE MANUFACTURED BY SLOAN MODEL NO. 186-1 "ROYAL"

BATHROOM ACCESSORIES

TOILET COMPARTMENTS:	MANUFACTURED BY BOBRICK "DESIGNER SERIES" 1041 FLOOR ANCHORED COLOR: #98 DRESDEN BLUE
TOILET PAPER DISPENSER:	DUAL ROLL, STAINLESS STEEL FINISH BY BOBRICK OR APPROVED EQUAL
PAPER TOUEL DISPENSER:	500 C-FOLD CAPACITY, STAINLESS STEEL FINISH SURFACE MTD. BY BOBRICK OR APPD EQUAL
GRAB BARS:	BOBRICK "B-6206.36 AND B-6206.42
MIRRORS:	18" X 18" WITH SAFETY BACKING 18" X 36" WITH SAFETY BACKING



FLOOR PLAN
SCALE: 1/4" = 1'-0"

ISSUED:
OWNER APPROVAL 02/08/02
CONSTR. 02/11/02
REVISED 03/18/02
04/05/02

HOFFMAN DESIGN INC.
24819 WILLOWBROOK NOVI MI 48375
248 442-9689

SHEET TITLE: FLOOR PLAN

PROJECT: HONEY TREE CAFE
LAS VEGAS, NEVADA

DRAWN: SMH
CHKD:
APPROVED:
DATE:

DO NOT SCALE PRINTS USE FIGURED DIMENSIONS ONLY

JOB NO. 2209

SHT A.1

SUP-33584
04/09/09 PC

RECEIVED
FEB 24 2009



SUP-33584 - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC
7121 WEST CRAIG ROAD, SUITE #101
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33584 - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC
7121 WEST CRAIG ROAD, SUITE #101
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33584 - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC
7121 WEST CRAIG ROAD, SUITE #101
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Buzz BBQ
7121 West Craig Road
Suite 101
Las Vegas, NV 89129
Phone: 702-294-2899
Fax: 702-645-2161
buzzbbq@embarqmail.com

February 24, 2009

City of Las Vegas
Planning & Development Department

Dear Sir or Madam,

This letter is to certify that the property at 7121 W. Craig Rd. Suite 101 is now Buzz BBQ and is actively open as a full service restaurant. The aforementioned property is leased from Great American Capital, for a minimum of five years and six months, with an additional two to five year lease options.

Buzz BBQ is in full operation, and is in good standing with State, City, and County codes where applicable. It is my intention to pursue a Special Use Permit for alcohol consumption on the premises. Please accept this letter of Justification as duly requested.

Sincerely,
Michael Hanson

Owner and Manager

SUP-33584
04/09/09 PC

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
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-33584 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *April 9, 2009* 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 385-7268. 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.

Jennifer L. Roberts — Signature

4/4/09 — Date

Jennifer L. Roberts — Please print name

Craig Marketplace, LLC — Company Name

RECEIVED
APR 06 2009

Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

Submitted after final agenda

Date 4/6/09 Item 7

#7

CITY OF LAS VEGAS

ONE MOTION/ONE VOTE

Planning and Development Department
Case Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: SUP-33584 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***April 9, 2009*** 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.

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Please sign and date that you have read and agree to the conditions.

Michael Hanson — Signature

4/8/09 — Date

Michael Hanson — Please print name

Hanson Hospitality Group (dba) Buzz BBQ — Company Name

RECEIVED
APR 08 2009

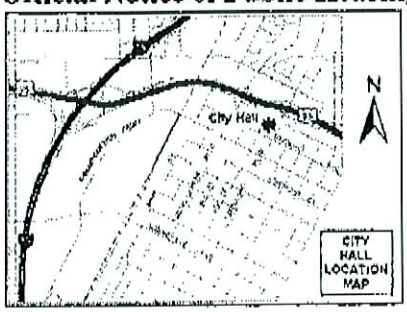
Sincerely,

Peter Lowenstein
Planning Supervisor
Case Planning Division

#7

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584
Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 1 2009

Case: SUP-33584
13803317075
KHAN ARIF M & FAIZA
6608 HEATHGROVE DR
CORONA CA 92880-3798

7P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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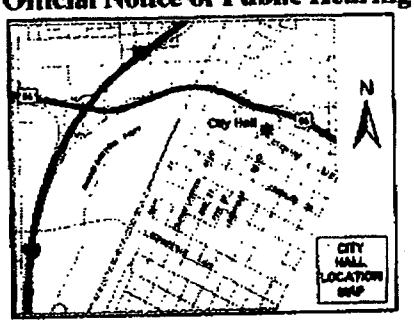

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584

Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: SUP-33584
13803810022
FULSOM E J TRUST
10040 W CHEYENNE AVE #170-55
LAS VEGAS NV 89129-7719

Date 4/2/09 Item 7P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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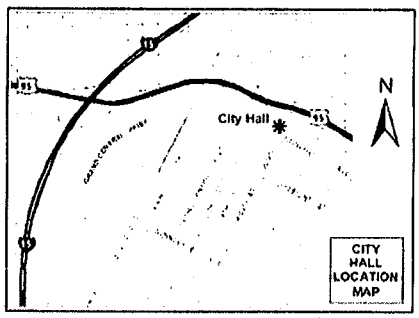

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 06 2009

Case: SUP-33584

13803317038
LEAVITT MICHAEL S & CARRIE C
382 SOUTH 600 WEST
CEDAR CITY UT 84720-3019

Submitted after final agenda

Date Item 7 P

04/02/2009 10:42 7022380559 RUSSELLDYBATA PAGE 01

ity of Las Vegas
lanning & Development Department
)evelopment Services Center
31 S. Fourth Street
as Vegas, Nevada 89101-2986

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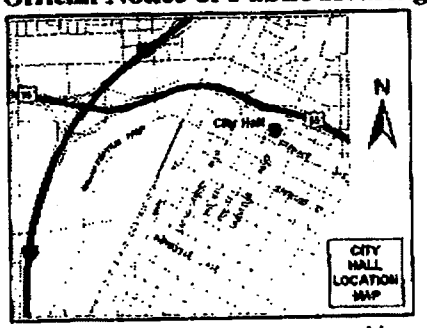

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-33584
Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: SUP-33584
13803514024
DYBATA RUSSELL W
7112 OVERHILL AVE
LAS VEGAS NV 89129-7103

Submitted after agenda

Date Item 7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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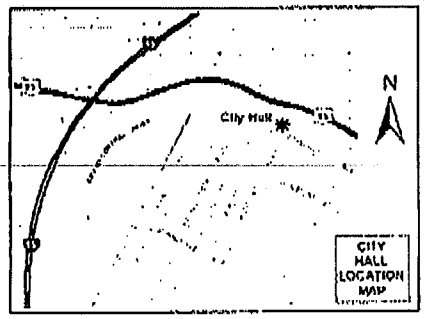
Official Notice of Public Hearing



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APR 03 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7768. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-33584

[redacted]
LANG FLORENCE
4412 LILAC GLEN DR
LAS VEGAS NV 89129-5947

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584
Planning Commission Meeting of 4/9/2009

Submitted after final agenda

Date Item 7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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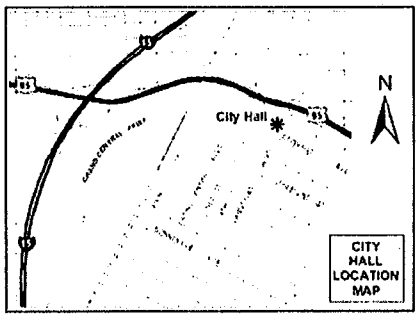

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584

Planning Commission Meeting of 4/9/2009

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CITY OF LAS VEGAS
PLANNING + DEV. DEPT
731 FOURTH ST
LAS VEGAS, NV 89101

Case: SUP-33584

13803414055
MANINGAS RUDY & MILA
1753 SILVER BLUFF RD
AIKEN SC 29803-8611

29803$8611 R008

Submitted after final agenda

Date Item 7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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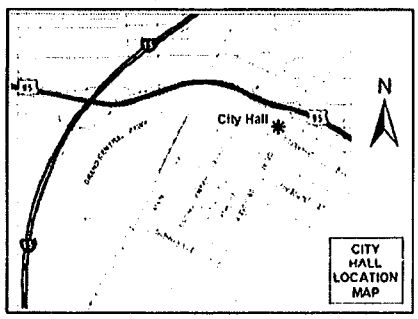

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SUP-33584
13803415004
ROMERO RAUL & BARBET E
7365 WILD ROAR AVE
LAS VEGAS NV 89129-6061

Submitted after final agenda

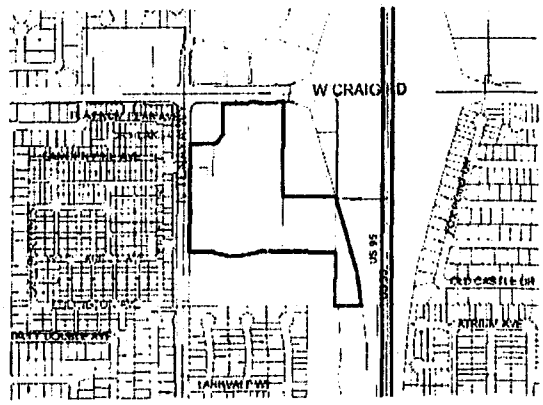
Date Item 7A

Application Information

SUP-33584 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BUZZ BBQ - OWNER: CRAIG MARKETPLACE, LLC - Request for a Special Use Permit FOR A BEER/WINE/COOLER ON-SALE ESTABLISHMENT WITHIN AN EXISTING RESTAURANT at 7121 West Craig Road, Suite #101 (APN 138-03-715-007), C-1 (Limited Commercial) Zone, Ward 4 (Steinman)

Buzz BBQ is a good establishment And I would enjoy having a beer with my sandwich.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*April 09, 2009*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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 Planning and Development Department, Development Services Center, 731 South Fourth Street, 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 further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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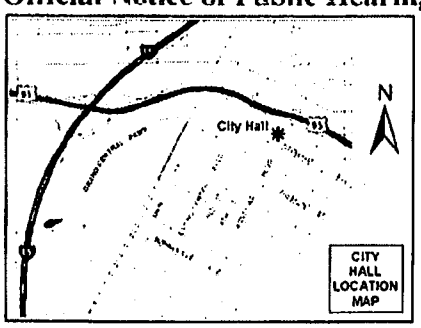

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33584

13803218020
LILLEHAUG RAY C
7229 ELITE CT
LAS VEGAS NV 89129-5990

Submitted after final agenda

Date Item 7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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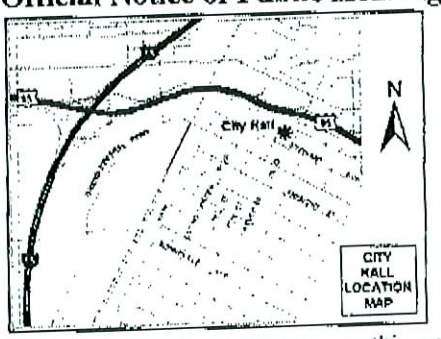

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MAR 3 1 2009

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Case: SUP-33584

13803317008
ENRIQUEZ LORELEY V & REYNALDO F
50 CORONA ST
SAN FRANCISCO CA 94127-2806

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584
Planning Commission Meeting of 4/9/2009

7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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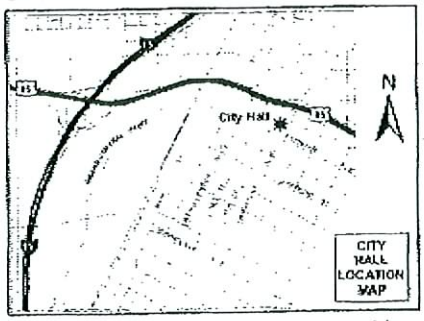
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584

Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 1 2009

Case: SUP-33584

13803819056
SEARS BARBARA E
6836 CORAL ROCK DR
LAS VEGAS NV 89108-6300

7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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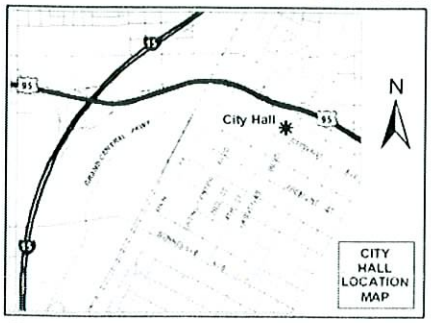

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MAR 3 1 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584

Planning Commission Meeting of 4/9/2009

Case: SUP-33584

13803710041
MILLER STEVEN J & MICHELE E
4345 FOX POINT DR
LAS VEGAS NV 89108-5476

THIS IS A GREAT PLACE TO EAT!

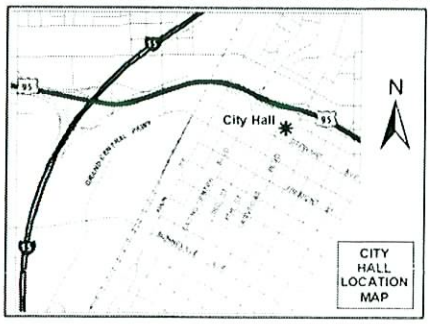
7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.394
MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 3 1 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584
Planning Commission Meeting of 4/9/2009

Case: SUP-33584
13803415044
SANTACRUZ MARK D
4016 CUNNING FELLOW CT
LAS VEGAS NV 89129-7128

7A

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

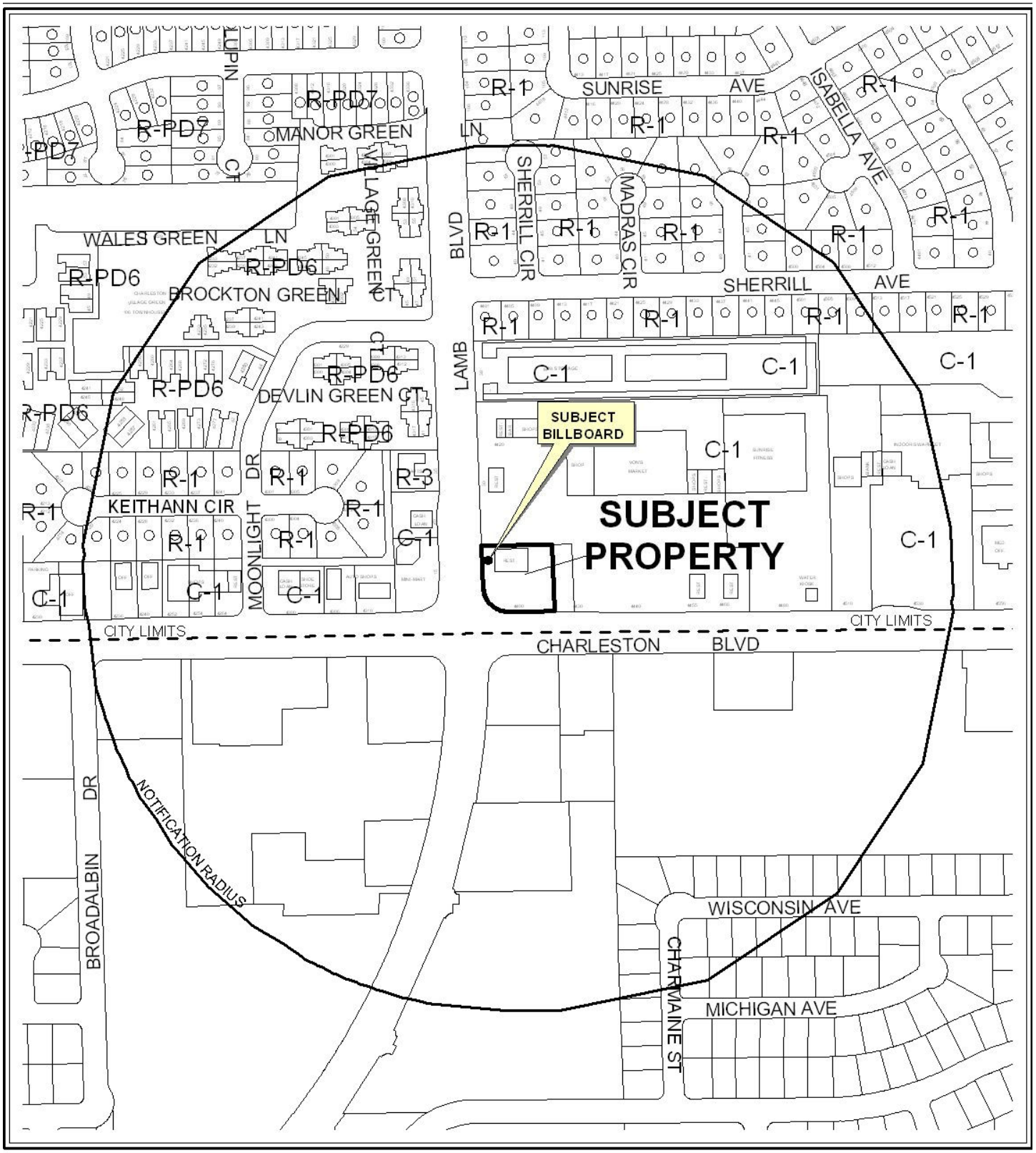
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-31529 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: GOLDEN ARCH LP - Required Review of an approved Special Use Permit (U-53-87) FOR A 40-FOOT, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 4400 East Charleston Boulevard (APN 140-32-401-004), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-53-87



CASE: **RQR-31529**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **RQR-31529**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-31529

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-31529 - APPLICANT/OWNER: GOLDEN ARCH LP

** CONDITIONS **

The Planning Commission (5-0-1/rt vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0053-87), if approved.

2. This Special Use Permit shall be placed on an agenda closest to August 19, 2012 at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0053-87) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Review of an approved Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 4400 E. Charleston Boulevard.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/15/87	The City Council approved a request for a Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard). The Board of Zoning Adjustment recommended approval on 06/25/87.
09/16/87	The City Council approved a request for a Review of Condition [U-0053-87(1)], which required the property owner to sign a Special Improvement District Agreement in connection with the construction of an Off-Premise Sign (Billboard). The Board of Zoning Adjustment recommended approval on 07/28/87.
08/19/92	The City Council approved a request for a Required Review [U-0053-87(2)] of an approved Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard). The Board of Zoning Adjustment recommended approval on 07/28/92.
06/23/05	The Planning and Development Department approved a request for an Minor Site Development Plan Review (SDR-6629) for a 338 square-foot addition and exterior improvements to an existing McDonald's Restaurant on 0.66 acres at 4400 East Charleston Boulevard.
03/12/08	A Code Enforcement case (63349) was processed for temporary window signs at 4400 East Charleston Boulevard. The case was closed on 03/31/08.
04/09/09	The Planning Commission voted 5-0-1/rt to recommend APPROVAL (PC Agenda Item #15/ds).
Related Building Permits/Business Licenses	
03/18/90	A business license (R09-00727) was issued for a Restaurant at 4400 East Charleston Boulevard. The license is still active.
09/30/05	A building permit (05006850) was issued for tenant improvements at 4400 East Charleston Boulevard. The permit was finalized on 06/1/06.
10/17/07	A business license (V02-01734) was issued for a DVD Rental Kiosk at 4400 East Charleston Boulevard. The license is still active.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
12/22/08	Staff conducted a field inspection of the site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays. • All structural elements have been properly maintained and are screened from public viewing • The sign and supporting structure appeared in good condition and does not require repainting or bird deterrents. • There is only one sign face on the structure viewed when facing north

Details of Application Request	
Site Area	
Gross Acres	0.66

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishment	CG (Commercial General)- Clark County	C-1 (Local Business)- Clark County
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail Establishment	Sc (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y

Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements are screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The sign (billboard) is more than 300 feet from another Off-Premise Sign.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is approximately 250 feet to the east of property zoned for residential use.	N*
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is not located on property used for residential purposes.	Y

* The sign is located approximately 250 feet from property zoned R-1 (Single Family Residential) to the west of the subject site.

ANALYSIS

This is the third Required Review since the initial approval of the Special Use Permit (U-0053-87) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 4400 East Charleston Boulevard. The sign is located approximately 250 feet east of property zoned for residential use; however, since the initial approval of the Special Use Permit and subsequent review periods, there has been no tangible redevelopment in the surrounding area.

During a site visit, staff observed the sign and structure in good condition with no bird nuisance problems. A research of building permit activity found no history of a permit issued or finalized for an Off-Premise Sign (Billboard) at 4400 East Charleston Boulevard.

FINDINGS

Title 19.14.100 requires a minimum of 300 feet between an Off-Premise Sign (Billboard) and any property zoned "R" (Residential) or "U" (Undeveloped). The subject sign does not meet the minimum separation requirements, as it is located within 300 feet of property zoned for residential use, though the surrounding area has not changed since the original approval of the Special Use Permit.

According to City records, a building permit and final inspection were never completed for the Off-Premise Sign (Billboard), nor is there a record of a third party Special Inspection Report being completed and filed for this sign; therefore, staff recommends denial of this request.

PLANNING COMMISSION ACTION

The conditions were amended as shown at the Planning Commission Meeting to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 1

SENATE DISTRICT 4

NOTICES MAILED 190 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: PQR 31529 APN: 140-32-41-004

Name of Property Owner: ~~Golden Arch LP~~ McDonald's USA, LLC

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

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 ___X___ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: McDonald's USA, LLC

Print Name: Shirley Farrell, Senior Counsel

Subscribed and sworn before me

This 31st day of March, 2009

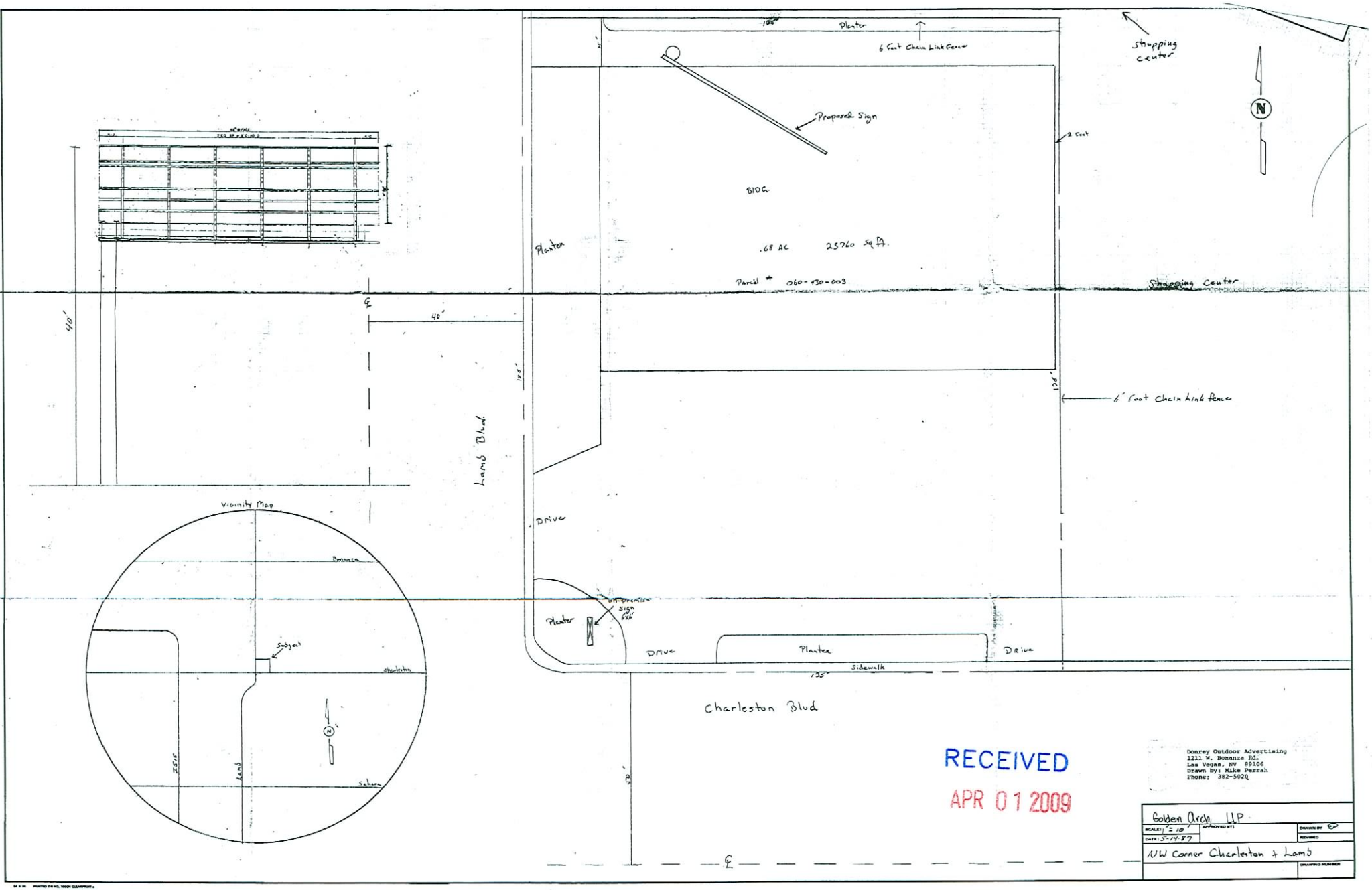
Kimberly E Calabrese

Notary Public in and for said County and State

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

OFFICIAL SEAL
KIMBERLY E CALABRESE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:07/28/12



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APR 01 2009

Donrey Outdoor Advertising
1211 W. Bonanza Rd.
Las Vegas, NV 89106
Drawn by: Mike Perrah
Phone: 382-5020

Golden Arch LLP
SCALE: 1" = 10'
DATE: 3-14-89
NW Corner Charleston + Lamb

RQR-31529
04/09/09 PC



RQR-31529 - APPLICANT/OWNER: GOLDEN ARCH LP
4400 EAST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

12/22/08



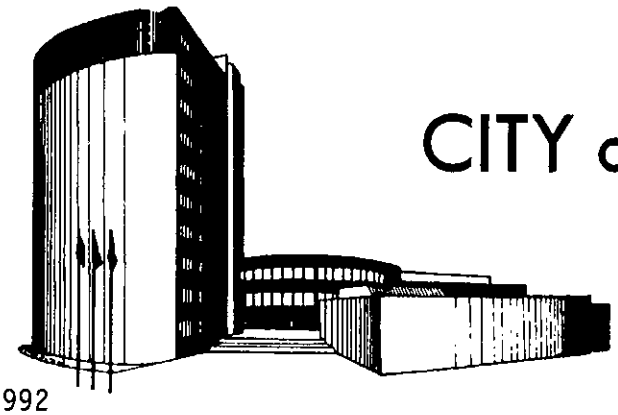
RQR-31529 - APPLICANT/OWNER: GOLDEN ARCH LP
4400 EAST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

12/22/08

MAYOR
JAN LAVERTY JONES

COUNCILMEN
BOB NOLEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR.

CITY MANAGER
WILLIAM J. NOONAN



CITY of LAS VEGAS

September 4, 1992

Mr. Bernard Shapiro
2900 South Highland Avenue, Bldg. 18-D
Las Vegas, Nevada 89109

RE: U-53-87 - REVIEW

Dear Mr. Shapiro:

The City Council at a regular meeting held August 19, 1992 APPROVED the required five year review of an approved Special Use Permit which allowed a 14 x 48 foot off-premise (billboard) sign to a height of 40 feet on property located at 4400 East Charleston Boulevard, C-1 Zone, subject to:

1. This use shall be reviewed in five years at which time the Board may require that the sign be removed.

2. Conformance to the plot plan and elevations.

3. Satisfaction of City Code requirements and design standards of all City departments.

Sincerely,

KATHLEEN M. TIGHE
City Clerk

/cmp

cc: Dept. of Community Planning & Development
Dept. of Public Works
Dept. of Fire Services
Dept. of Building & Safety
Land Development Services

Donrey Outdoor Advertising
1211 West Bonanza Road
Las Vegas, Nevada 89106

RQR-31529
01/08/09 PC

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

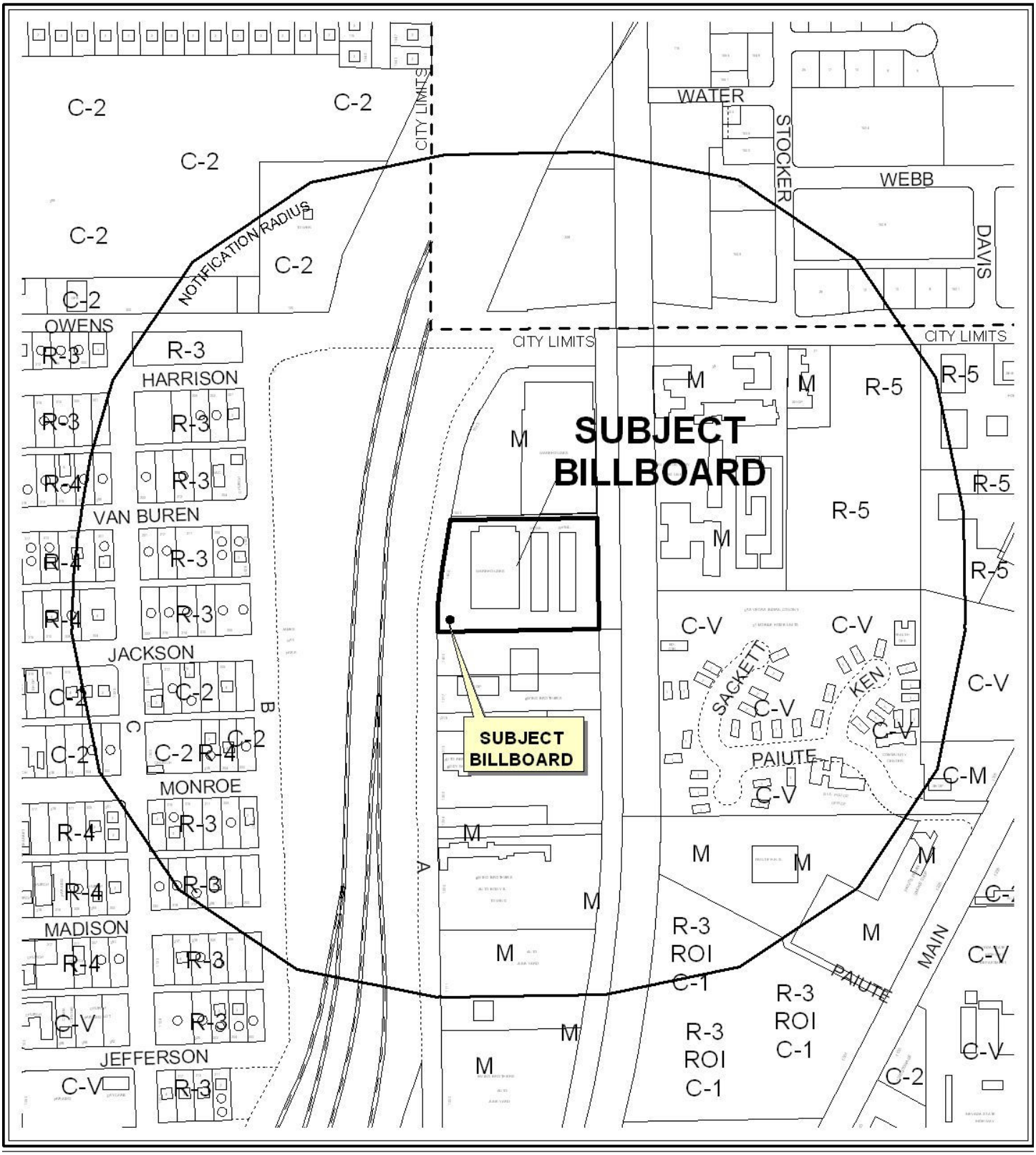
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33286 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP - Required Review of an approved Variance (V-0131-90) WHICH ALLOWED AN 80-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED at 1405 "A" Street (APN 139-27-501-003), M (Industrial) Zone, Ward 5 (Barlow). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-5732
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 6



CASE: **RQR-33286**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



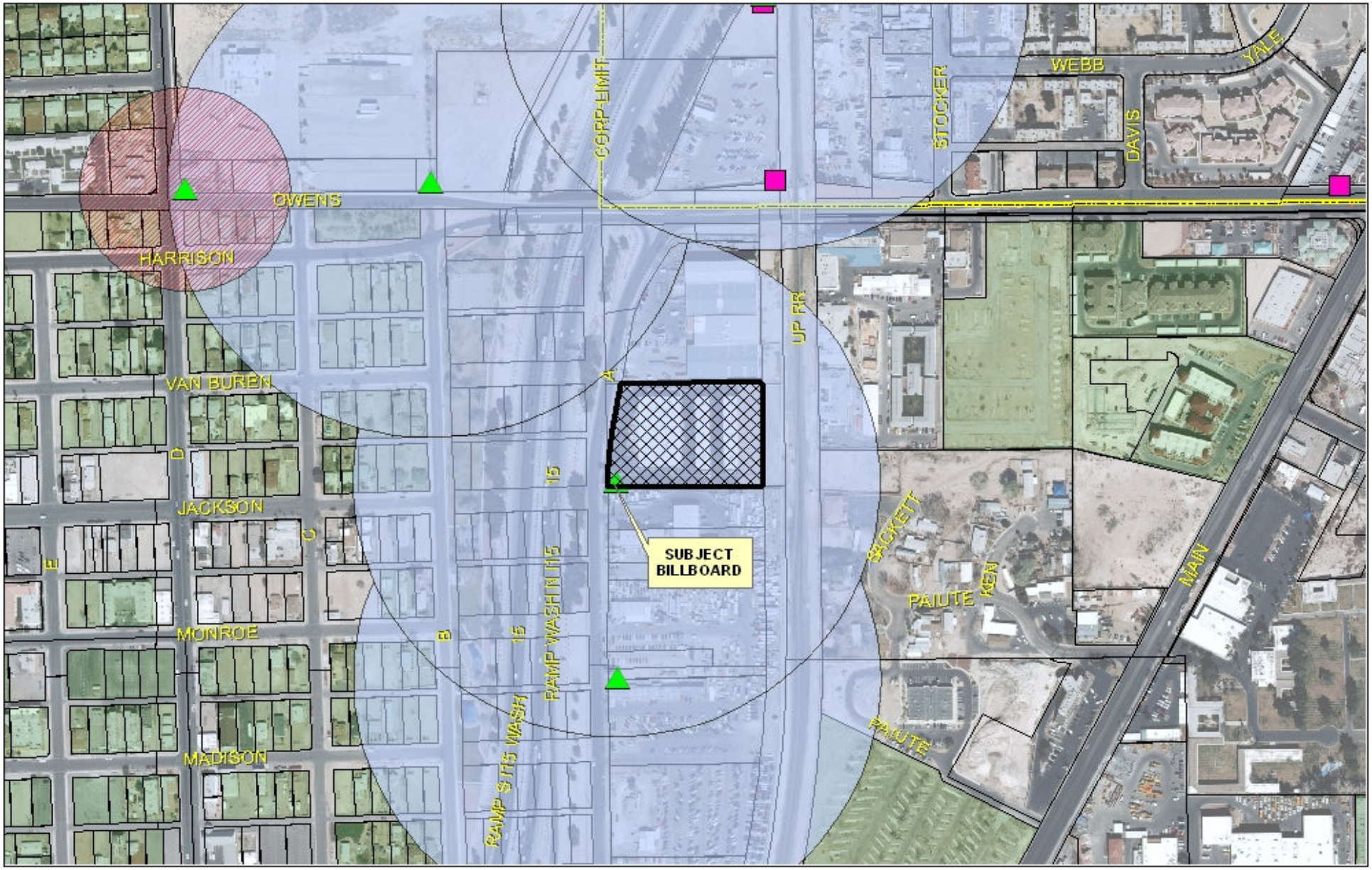
CASE: **RQR-33286**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-33286

Subject Parcel

City of Las Vegas Billboard Location

North Las Vegas Billboard Location

City of Las Vegas Billboard Data

300 Foot Buffer Around Billboard

750 Foot Buffer Around Freeway Billboard

Residential Zoned Property

Off Premise Sign Exclusion Area

Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33286 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP

** CONDITIONS **

The Planning Commission (5-0-1/gt vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Variance (V-0131-90).

2. This Special Use Permit shall be placed on an agenda closest to December 19, 2012 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

3. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Variance (V-0131-90) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Variance (V-0131-90) for an 80-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) where 40 feet is the maximum height allowed at 1405 "A" Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/19/90	The City Council approved a request for a Variance (V-0131-90) for a 14-foot by 48-foot Off-Premise Sign (Billboard); and to allow the sign to a height of 80 feet where only 40 feet is permitted. The Board of Zoning Adjustment recommended denial on 11/20/90.
01/17/96	The City Council approved a request for a Required Review [V-0131-90(1)] on an approved Variance (V-0131-90) for a 14-foot by 48-foot Off-Premise Sign (Billboard) at a height of 80 feet. The Board of Zoning Adjustment recommended approval on 12/21/95.
02/21/01	The City Council approved a request for a Required Review [V-0131-90(2)] for a 14-foot by 48-foot Off-Premise Sign (Billboard) at a height of 80 feet on property located at 1405 "A" Street.
03/02/05	The City Council approved a request for a Required Review (RQR-5732) for an 80-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 1405 "A" Street. The Planning Commission recommended approval on 01/25/05.
03/26/09	The Planning Commission voted 5-0-1/gt to recommend APPROVAL (PC Agenda Item #6/ds).
Related Building Permits/Business Licenses	
c.1978	The buildings on the subject site were constructed.
03/17/00	A building permit (00004841) was issued for a billboard sign at 1405 "A" Street. The permit was finalized on 03/23/00.
07/19/06	A building permit (69682) was issued for a 220-foot long, 8-foot tall block wall at 1405 "A" Street. The permit was not finalized.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
02/19/09	Staff conducted a field check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays and the sign faces appear in good condition. • All structural elements have been properly screened from public view. • The subject property had an eight-foot tall block wall with barbed wire, which is not permitted: Code Enforcement has been notified.

Details of Application Request	
Site Area	
Gross Acres	2.98

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Warehouses	LI/R (Light Industry/Research)	M (Industrial)
North	Warehouses	LI/R (Light Industry/Research)	M (Industrial)
South	Auto Repair Garage	LI/R (Light Industry/Research)	M (Industrial)
East	Union Pacific Railroad	ROW (Right-of-Way)	ROW (Right-of-Way)
West	I-15 Right-of-Way	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in an M (Industrial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and it does not have an embellishment	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 80 feet tall	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements of the sign are screened from view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US-95)	Sign is approximately 550 feet north of another Off-Premise Sign.	N*
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is at least 300 feet from property zoned for residential use.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is not located on property zoned for residential use.	Y

* The City Council approved Variance (V-0131-90) to allow the billboard to a height of 80-feet. Additionally, the Off-Premise Sign (Billboard) approximately 550 feet south of the subject site was in existence when Council approved Variance (V-0131-90).

ANALYSIS

This is the fourth Require Review of an approved Variance (V-0131-90) for an 80-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) where 40 feet is the maximum height allowed at 1405 "A" Street. A research of the building permit activity found the billboard was constructed under sign permit (00004841), and received final inspection on 03/23/00 under the address of 1405 "A" Street. During a site inspection, staff found the sign and supporting structure in good condition.

FINDINGS

The sign is located in an M (Industrial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. The sign and supporting structure are in good condition and are being properly maintained. Staff finds there is no adverse impact regarding the continued use of the sign at this time, as there has not been any significant change development or land use since the construction of the billboard; therefore, staff recommends approval, subject to a three-year review.

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 74 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-33286** APN: 139-27-501-003

Name of Property Owner: Ewing Investments, a Partnership

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Jay T Ewing

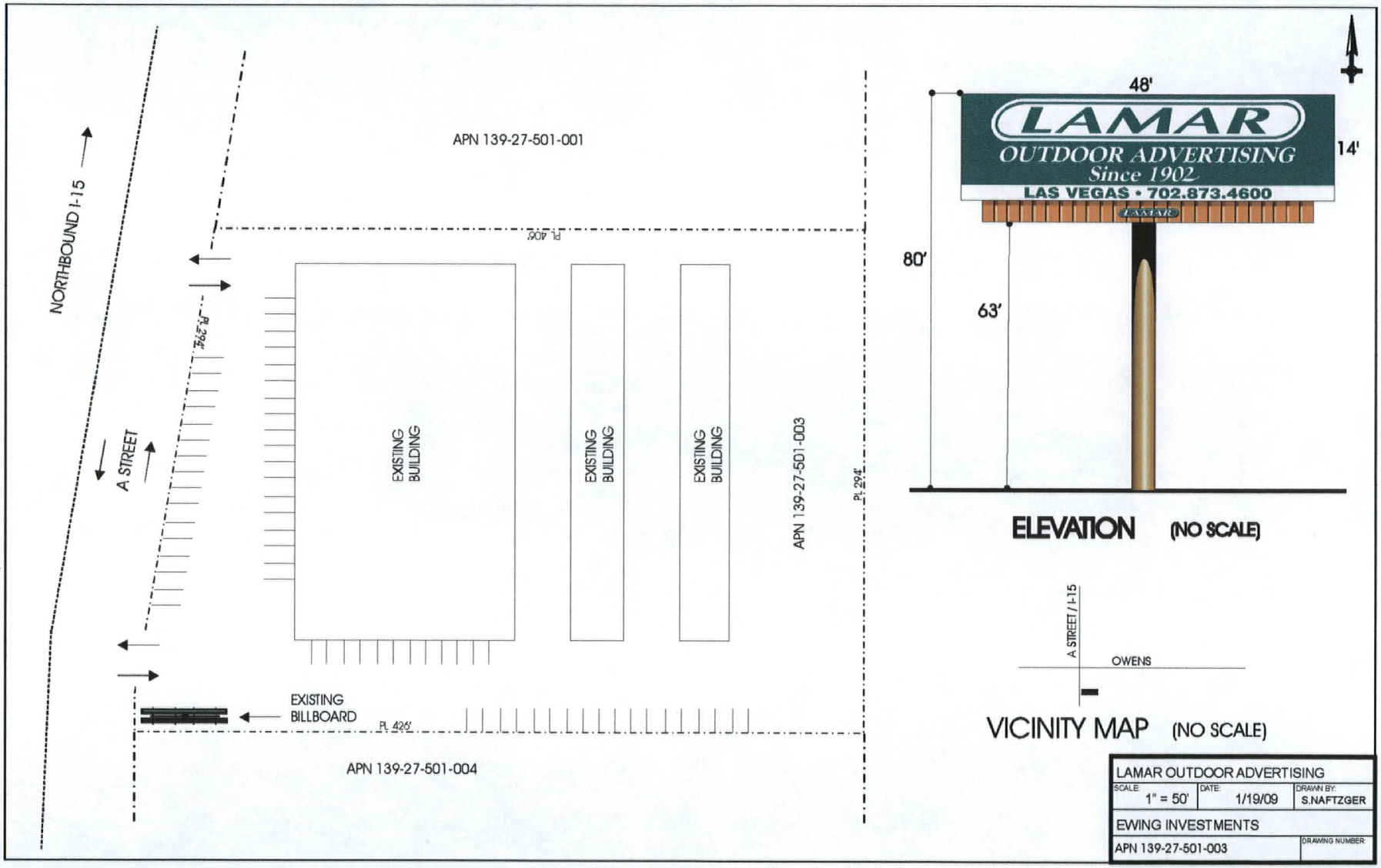
~~Print Name~~: JAY T. EWING PARTNER

Subscribed and sworn before me

This 16 day of JAN, 2009

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
R. JARVIS
No: 93-3136-1
My Appointment Expires April 13, 2009



RECEIVED
FEB 03 2009

RQR-33286
03/26/09 PC



RQR-33286 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP
1405 "A" STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



RQR-33286 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP
1405 "A" STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



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RQR-33286 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP
1405 "A" STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

March 3, 2005

Mr. Don Rieger
Rieger 1982 Revocable Trust
38 Princeville Lane
Las Vegas, Nevada 89113

RE: RQR-5732 - REQUIRED FOUR YEAR REVIEW
CITY COUNCIL MEETING OF MARCH 2, 2005

Dear Mr. Rieger:

The City Council at a regular meeting held March 2, 2005 APPROVED the Required Four Year Review on an approved Variance (V-0131-90) WHICH ALLOWED AN 80-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN WHERE 40 FEET IS THE MAXIMUM HEIGHT ALLOWED at 1405 "A" Street (APN 139-27-501-003), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on March 3, 2005. This approval is subject to:

Planning and Development

1. The Variance shall be reviewed in four (4) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. If the existing Off-Premise Advertising (Billboard) Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Advertising (Billboard) Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of the Downtown Centennial Plan and Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov
18112-001-1-05
CLV 7009

RQR-33286
03/26/09 PC

4. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

RQR-33286
03/26/09 PC

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
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***RQR-33286 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: EWING INVESTMENTS, A PARTNERSHIP***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MARCH 26, 2009*** 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 ***Carman Burney at (702) 385-7268***. 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 ***March 25, 2009***.

Signature — 3/20/09 Date

Scott Nattinger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

RECEIVED
MAR 20 2009

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

...mitted after final agenda
Date 3-26-09 Item 6

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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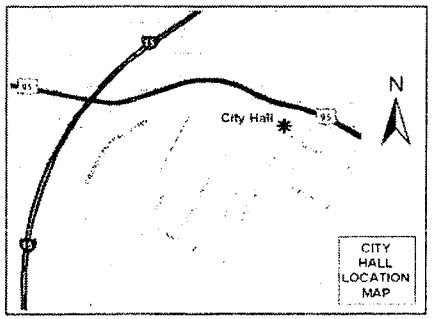
0004239954 MAR 13 2009
MAILED FROM ZIPCODE 89101

RECEIVED
MAR 26 2009

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

RQR-33286

Planning Commission Meeting of 3/26/2009

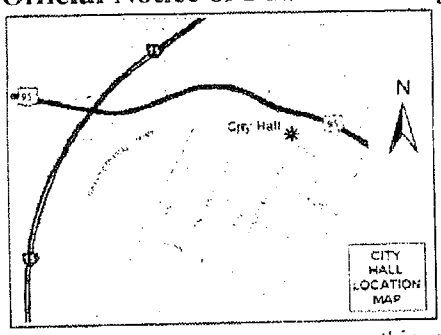
Case: RQR-33286
13927111024
WHEATLEY ABERY ETAL
1317 SILVER LAKE DR
LAS VEGAS NV 89108-1155

AAUDS11 89108

Date after final agenda
3-26-09
Item 6
6P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6105.

Case: RQR-33286

13927501006
EWING BROS INC
1200 N A ST
LAS VEGAS NV 89106-3215

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33286
Planning Commission Meeting of 3/26/2009

AAUOP11 89105

RECEIVED
MAR 18 2009

6 A

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

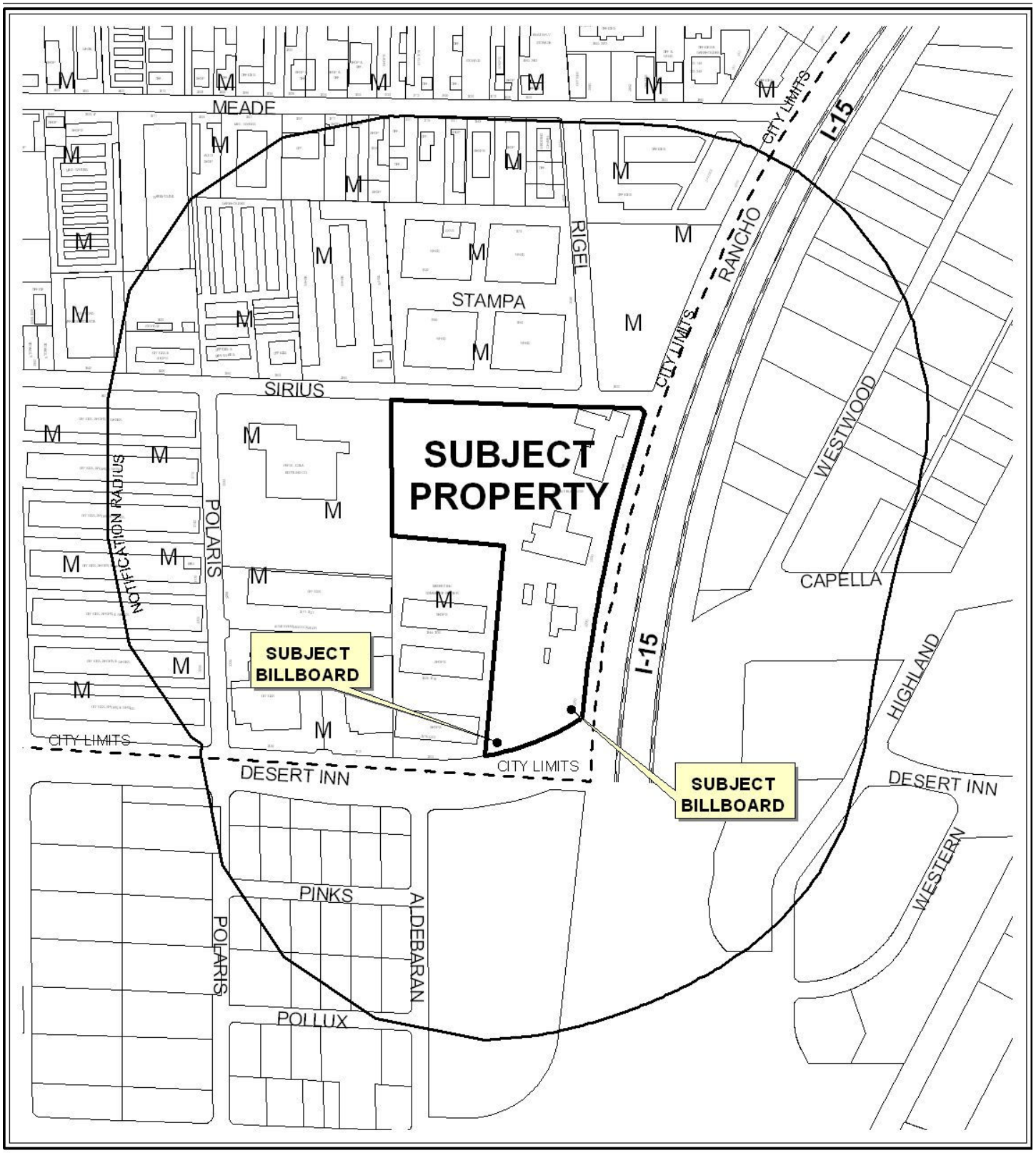
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33287 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC - Required Review of an approved Special Use Permit (U-0101-95) FOR ONE 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) ORIENTED TOWARD INTERSTATE-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-418-002), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-5513
6. City Council Approval Letter for U-0101-95(1)
7. City Council Approval Letter for U-101-95
8. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 7



CASE: **RQR-33287**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:
M (INDUSTRIAL) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

N

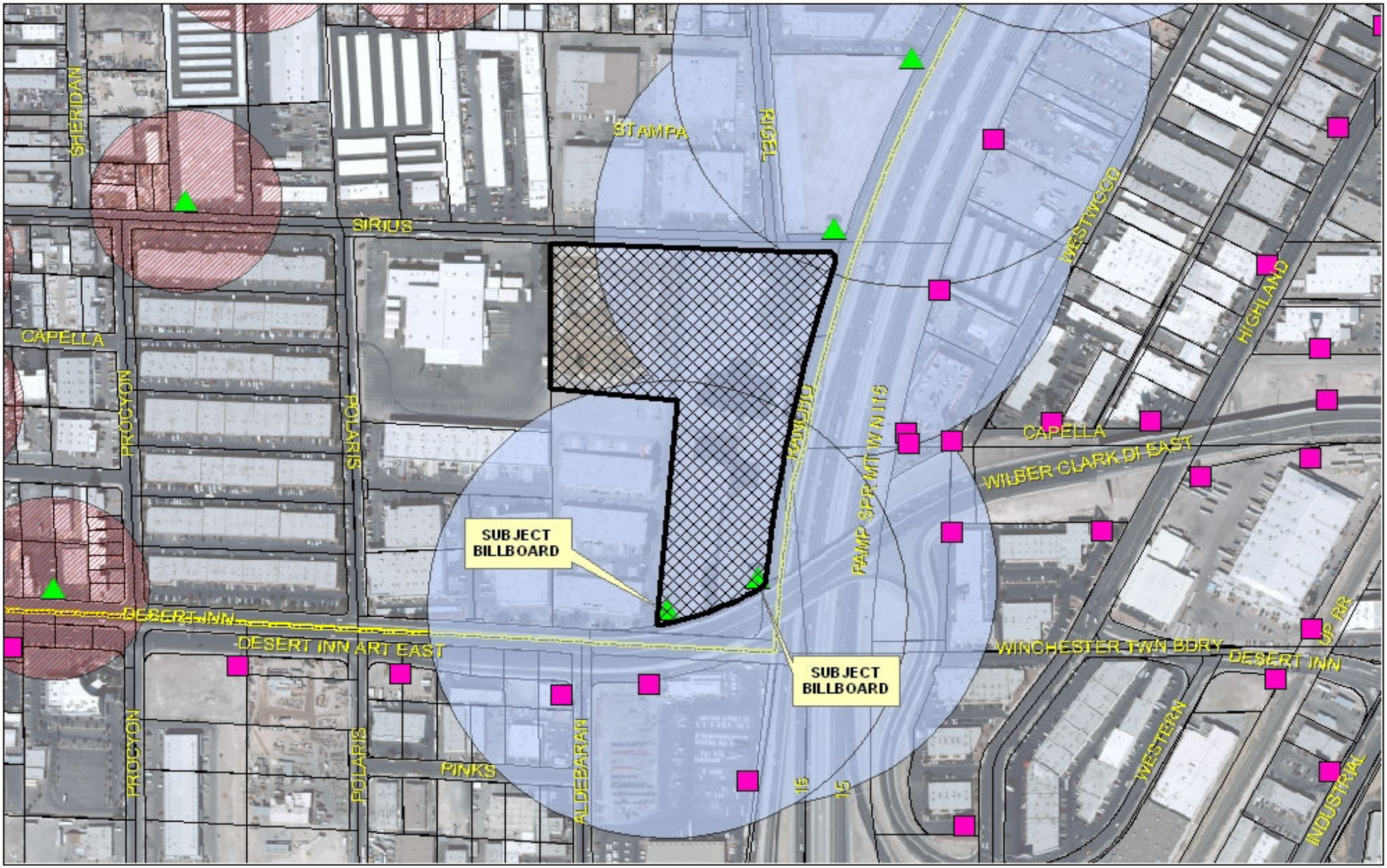


CASE: **RQR-33287**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY:
M (INDUSTRIAL) UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)



RQR-33287

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33287 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC

** CONDITIONS **

The Planning Commission (5-0-1/gt vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0101-95).

2. This Special Use Permit shall be placed on an agenda closest to October 18, 2012 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

3. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

4. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit (U-0101-95) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Require Review of a Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 S. Rancho Drive.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/18/95	The City Council approved a request for a Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 S. Rancho Drive. The Board of Zoning Adjustment recommended approval on 09/26/95.
12/06/00	The City Council approved a request for a Required Review [U-0101-95(1)] of an approved Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 S. Rancho Drive. The Planning Commission recommended approval on 10/26/00.
08/14/03	The Planning Commission approved a request for a Tentative Map (TMP-2645) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 S. Rancho Drive.
11/05/03	The City Council approved a request to amend a portion of the Southwest Sector Plan of the General Plan (GPA-3005) from LI/R (Light Industry/Research) to SC (Service Commercial) on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission recommended approval on 10/09/03.
11/05/03	The City Council approved a request for a Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission recommended approval on 10/09/03.
11/05/03	The City Council approved a request for a Special Use Permit (SUP-3100) for Multi-Family Residential Units on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission recommended approval on 10/09/03.

11/20/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
04/02/04	The Planning and Development Department administratively approved a request for a Final Map Technical Review (FMP-4056) for Fletcher Jones Imports Property (A Commercial Subdivision).
03/02/05	The City Council approved a request for a Required Review (RQR-5513) for one 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 S. Rancho Drive. The Planning Commission recommended approval on 12/16/04.
07/07/05	A Code Enforcement case (32282) was processed for vacant building with overgrown weeds, trash/debris, and graffiti at 3100 S. Rancho Drive. The case was closed on 07/11/05.
10/19/05	The City Council approved a request for an Extension of Time (EOT-9267) of an approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
10/19/05	The City Council approved a request for an Extension of Time (EOT-9268) of an approved Special Use Permit (SUP-3100) for Multi-Family Residential Units on property adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
10/20/05	The Planning Commission approved a request for an Extension of Time (EOT-9305) for a proposed Mixed-Use Residential and Commercial development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed Use, Industrial, or Public facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission recommended approval on 04/13/06.
12/05/07	The City Council approved a request for an Extension of Time (EOT-25183) of an approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres at 3049 Sirius Avenue.
12/05/07	The City Council approved a request for an Extension of Time (EOT-25184) of an approved Site Development Plan Review (SDR-3101) for a proposed Mixed-Use Residential and Commercial Development on 15.97 acres at 3049 Sirius Avenue.
12/05/07	The City Council approved a request for an Extension of Time (EOT-25185) of an approved Special Use Permit (SUP-3100) for a proposed Mixed-Use Development at 3049 Sirius Avenue.

06/18/08	The City Council approved a request for a Special Use Permit (SUP-23285) for a proposed 10-foot extension to an existing 60-foot tall Wireless Communication Facility, Non-Stealth Design at 120 North Jones Boulevard. The Planning Commission recommended denial on 02/28/08.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31493) of an approved Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31495) of an approved Special Use Permit (SUP-3100) for Multi-Family Residential Units on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31496) of an approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
03/26/09	The Planning Commission voted 5-0-1/gt to recommend APPROVAL (PC Agenda Item #7/ds).
Related Building Permits/Business Licenses	
11/30/95	A building permit (95883298) was issued for the installation of two (2) billboard signs at 3200 S. Rancho Drive. The permit was finalized on 03/26/96.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.
Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
02/25/09	Staff conducted a field check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays. • The sign faces and supporting structures appeared in good condition. • All structural elements have been properly screened from public view.

Details of Application Request	
Site Area	
Gross Acres	14.73

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant buildings	C (Commercial)	M (Industrial)
North	Warehouses	LI/R (Light Industry/Research)	M (Industrial)
South	Desert Inn Super Arterial	Clark County	Clark County
East	I-15 Right-of Way	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Retail Establishments, Offices, Warehouse	LI/R (Light Industry/Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Las Vegas Redevelopment Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Signs are not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Signs are located in an M (Industrial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Signs are 672 square feet in size and do not have embellishments.	Y

Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	One sign is 30 feet above the grade of I-15, and the other is 50 feet above grade of the Desert Inn Super Arterial.	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements are properly screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-Premise Sign (if not along US-95)	Sign is at least 750 feet to another Off-Premise Sign along I-15 and 300 feet to another billboard.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Signs are at lease 300 feet from the nearest property zoned for residential use.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Signs are permanently secured to the ground and are not located on property zoned for residential use.	Y

* The City Council approved Special Use Permit (U-0101-95) allowing one sign to be 30 feet above grade of I-15 and the other sign at a height of 50 feet above grade of the Desert Inn Super Arterial.

ANALYSIS

This is the third Required Review of an approved Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign (Billboard) oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 S. Rancho Drive.

Staff conducted a field check of the subject site and found both signs and supporting structures in good condition. A research of the building permit activity revealed a building permit (95883298) was issued on 11/30/95 for two (2) billboards under the address of 3200 S. Rancho Drive, which received a final inspection on 03/26/96.

Since the initial approval of the signs and subsequent reviews, new entitlements for a Multi-Family Residential and Commercial Development (ZON-3007, SUP-3100, and SDR-3101) were approved with subsequent Extension of Times (EOT-31493, EOT-31495, AND EOT-31496).

FINDINGS

The subject site is located in an M (Industrial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Though the signs received a final building inspection and are in good condition, staff finds that the continuation of these Off-Premise Signs (Billboards) at the location is not encouraged over the long-term, as it is not conducive to the redevelopment and revitalization proposed for the site. Staff recommends approval with a review in three years unless superseded by subsequent action.

ASSEMBLY DISTRICT 10

SENATE DISTRICT 7

NOTICES MAILED 54 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-33287** APN: 162-08-418-002

Name of Property Owner: Integral Partners Park PL LV, LLC

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: WILLSTON FISHER

Subscribed and sworn before me

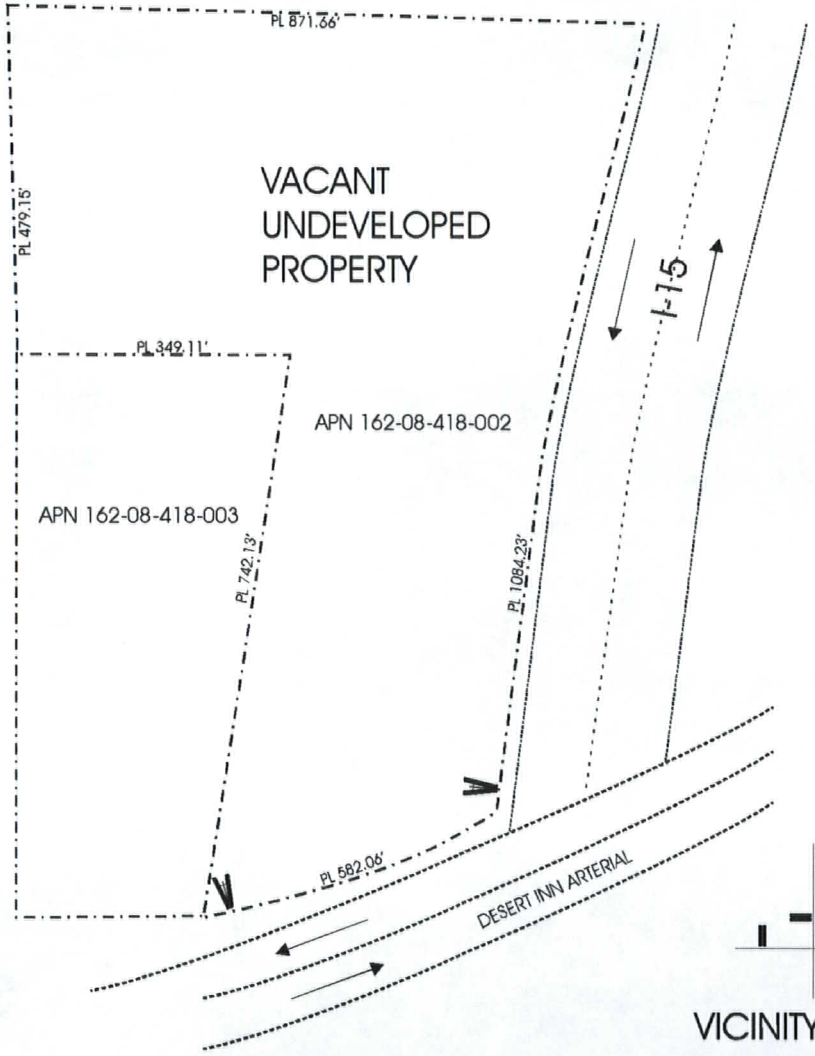
This 27TH day of JANUARY, 2009

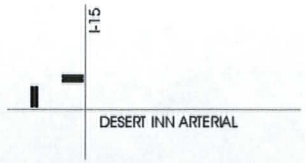
Donald Waldauer

Notary Public in and for said County and State

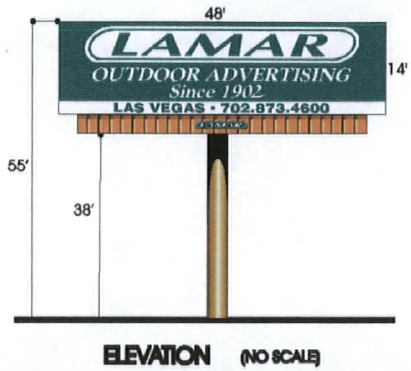
DONALD WALDAUER
Notary Public, State of New York
No. 01WA9502160
Qualified in New York County
Commission Expires June 30, 2010

DONALD WALDAUER
Notary Public, State of New York
No. 01WA9502160

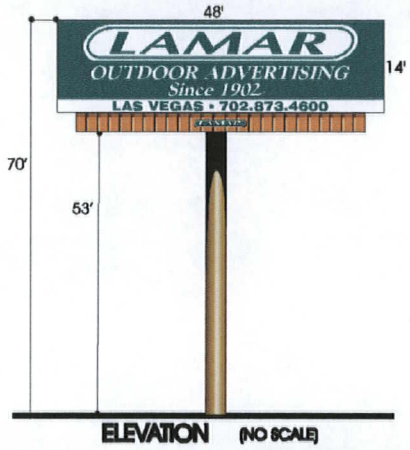




VICINITY MAP (NO SCALE)



ELEVATION (NO SCALE)



ELEVATION (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 150'	DATE: 1/19/09	DRAWN BY: S.NAFTZGER
INTEGRAL PARTNERS PLAN		
APN 162-08-418-002		DRAWING NUMBER:

RECEIVED
FEB 03 2009

RQR-33287
03/26/09 PC



RQR-33287 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC
3200 SOUTH RANCHO DRIVE
MARCH 26, 2009 PLANNING COMMISSION

02/25/09



RQR-33287 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC
3200 SOUTH RANCHO DRIVE
MARCH 26, 2009 PLANNING COMMISSION

02/25/09



RQR-33287 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC
3200 SOUTH RANCHO DRIVE
MARCH 26, 2009 PLANNING COMMISSION

02/25/09



RQR-33287 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC
3200 SOUTH RANCHO DRIVE
MARCH 26, 2009 PLANNING COMMISSION

02/25/09



053432

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

April 15, 2005

Fletcher Jones, Jr. Trust
7300 West Sahara Avenue
Las Vegas, Nevada 89117

RE: RQR-5513 – REQUIRED REVIEW
CITY COUNCIL MEETING OF MARCH 2, 2005

Dear Applicant:

The City Council at a regular meeting held March 2, 2005 APPROVED the Required Four-Year Review of an approved Special Use Permit (U-0101-95) WHICH ALLOWED ONE 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD Interstate-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-401-004), M (Industrial) Zone under Resolution of Intent to C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on March 3, 2005. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in four years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-1-05
CLV 7009

RQR-33287
03/26/09 PC

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

4. All City Code requirements and design standards of all City Departments shall be satisfied.

5. The two off-premise advertising billboards signs shall be reviewed by the City Council upon commencement of the mixed use residential and commercial development approved for this site by the Site Development Plan Review SDR-3101.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

December 7, 2000

Fletcher Jones Company
Fletcher Jones Management
170 East Reno Avenue, Suite C-6
Las Vegas, Nevada 89119-1102

RE: U-0101-95(1) - REQUIRED FIVE YEAR REVIEW
CITY COUNCIL MEETING OF DECEMBER 6, 2000

Dear Applicant:

The City Council at a regular meeting held December 6, 2000 APPROVED the Required Five Year Review on an approved Special Use Permit which allowed one 14 foot x 48 foot off-premise advertising (billboard) sign oriented toward I-15 at a height of 30 feet above the elevated freeway; and a second 14 foot x 48 foot off-premise advertising (billboard) sign oriented toward the Desert Inn Road "Super Arterial" at a height of 55 feet above grade both located at 3200 South Rancho Drive (APN: 162-08-401-004), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on December 7, 2000. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be reviewed in four (4) years at which time the City Council may require the off-premise advertising (billboard) signs be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) signs are removed.

2. The off-premise advertising (billboard) signs and their supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) signs.

Sincerely,

Vicky Darling

VICKY DARLING
ASSISTANT DEPUTY CITY CLERK for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Debbie Barone
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

RQR-33287

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

September 29, 1995

Fletcher Jones Company
c/o Fletcher Jones Jr.
444 South Decatur Boulevard
Las Vegas, Nevada 89107

Re: U-101-95 - SPECIAL USE PERMIT

Dear Applicant:

Your request for a Special Use Permit for the following: a 14 foot x 48 foot off-premise advertising (billboard) sign, oriented toward Interstate 15 and at a height of 30 feet above the elevated freeway; and a second 14 foot x 48 foot off-premise advertising (billboard) sign, oriented toward the proposed Desert Inn Road "Super Arterial" and at a height of 55 feet above grade, on property located at 3200 South Rancho Drive, M Zone, was considered by the Board of Zoning Adjustment on September 26, 1995.

It was voted by the Board of Zoning Adjustment to APPROVE your request as being in accord with the general spirit and purpose of the Ordinance subject to the following conditions:

1. The Board shall review this use in five years at a public hearing and may require the sign to be removed.

2. The applicant obtain an off-premise sign certificate from the Planning and Development Department prior to issuance of a building permit.

3. This action does not constitute a waiver from the Nevada Department of Transportation off-premise sign control regulations or relief from the requirement of obtaining an NDOT building permit.

4. Conformance to the plot plan and elevations.

5. Satisfaction of City Code requirements and design standards of all City departments.

continued

RQR-33287
03/26/09 PC



This item will be considered by the City Council at its meeting scheduled for October 18, 1995 at 2:00 p.m. in the Council Chambers of City Hall, 400 East Stewart Avenue, Las Vegas, Nevada. The Council requests you or your representative be present to answer any pertinent questions which may arise regarding this request.

Sincerely,

PLANNING AND DEVELOPMENT DEPARTMENT
DONNA H. KRISTAPONIS, DIRECTOR

ROD ALLISON, SENIOR PLANNER

DHK:RA:gm

cc: Almar Outdoor Advertising
1315 Frandosa Lane
Las Vegas, Nevada 89117

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
731 South Fourth Street
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ***RQR-33287 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE-LAS VEGAS, LLC***

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MARCH 26, 2009*** 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 ***Carman Burney at (702) 385-7268***. 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 ***March 25, 2002***.

Signature

3/20/09
Date

Scott Natzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

RECEIVED
MAR 20 2009

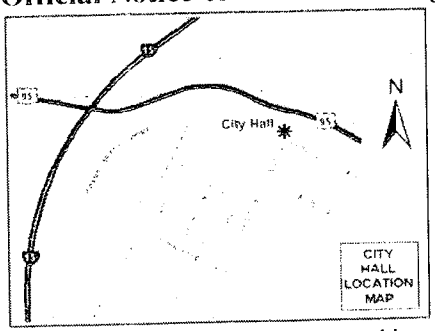
Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Case Planning Division

...ived after final agenda
Date 3-26-09 Item 7

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Why Give A special use Permit?

Please use available blank space on card for your comments.

RQR-33287

Planning Commission Meeting of 3/26/2009

THIS ARE TO close TO other SIGNS! We DON't NEED any more SIGNS ALONG THERE!

AAVDF11 89117

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 13 2009
MAILED FROM ZIP CODE 89101

RECEIVED
MAR 26 2009

Case: RQR-33287
16208303008
MARTIN ROBERT E & KAYE B
7045 LAREDO
LAS VEGAS NV 89117-3021

after final agenda
Date 3-26-09 Item 7

TP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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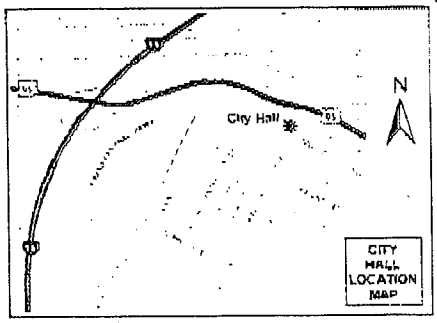
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33287

Planning Commission Meeting of 3/26/2009

Case: RQR-33287
16208418003
PARADISE LAS VEGAS L L C
299 PARK AVE
NEW YORK NY 10171-0002

AAVDP11 10171

RECEIVED
MAR 20 2009

after final agenda

Date 3-26-09 Item 77A

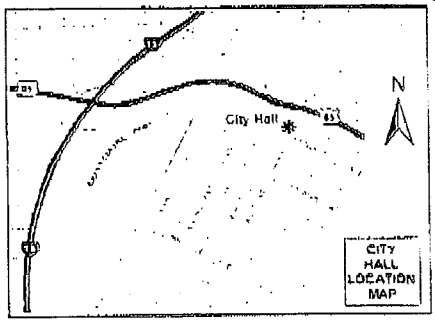
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 13 2009
MAILED FROM ZIPCODE 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.

RQR-33287

Planning Commission Meeting of 3/26/2009

Case: RQR-33287
16208303015
FISHER BROTHERS LAS VEGAS L L C
%FISHER BROTHERS
299 PARK AVE 42ND FL
NEW YORK NY 10171-4299

RECEIVED
MAR 20 2009

7A

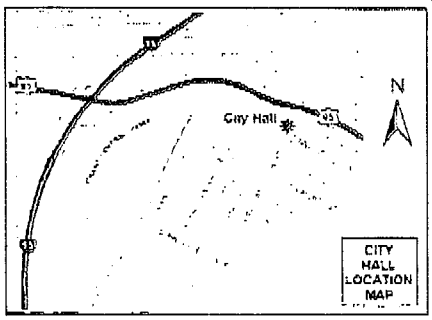
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 13 2009
MAILED FROM ZIPCODE 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.

ROR-33287

Planning Commission Meeting of 3/26/2009

Case: ROR-33287

16208418003
PARADISE LAS VEGAS L L C
299 PARK AVE
NEW YORK NY 10171-0002

RECEIVED
MAR 20 2009

7A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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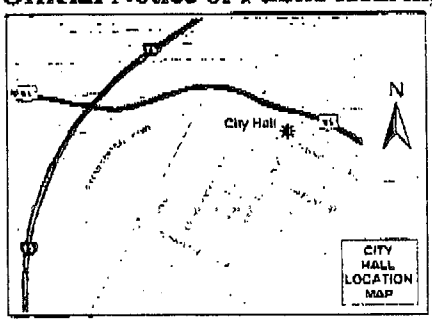
MAR 13 2009
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



RECEIVED
MAR 20 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33287

Planning Commission Meeting of 3/26/2009

Case: RQR-33287
16208418002
INTEGRAL PTNRS PARK PL L V LLC
%FISHER BROTHERS
299 PARK AVE 42ND FL
NEW YORK NY 10171-4299

7 A

Mar-20-2009 12:44pm From-FISHER BROTHERS +2123087036 T-220 P.001/001 F-800

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

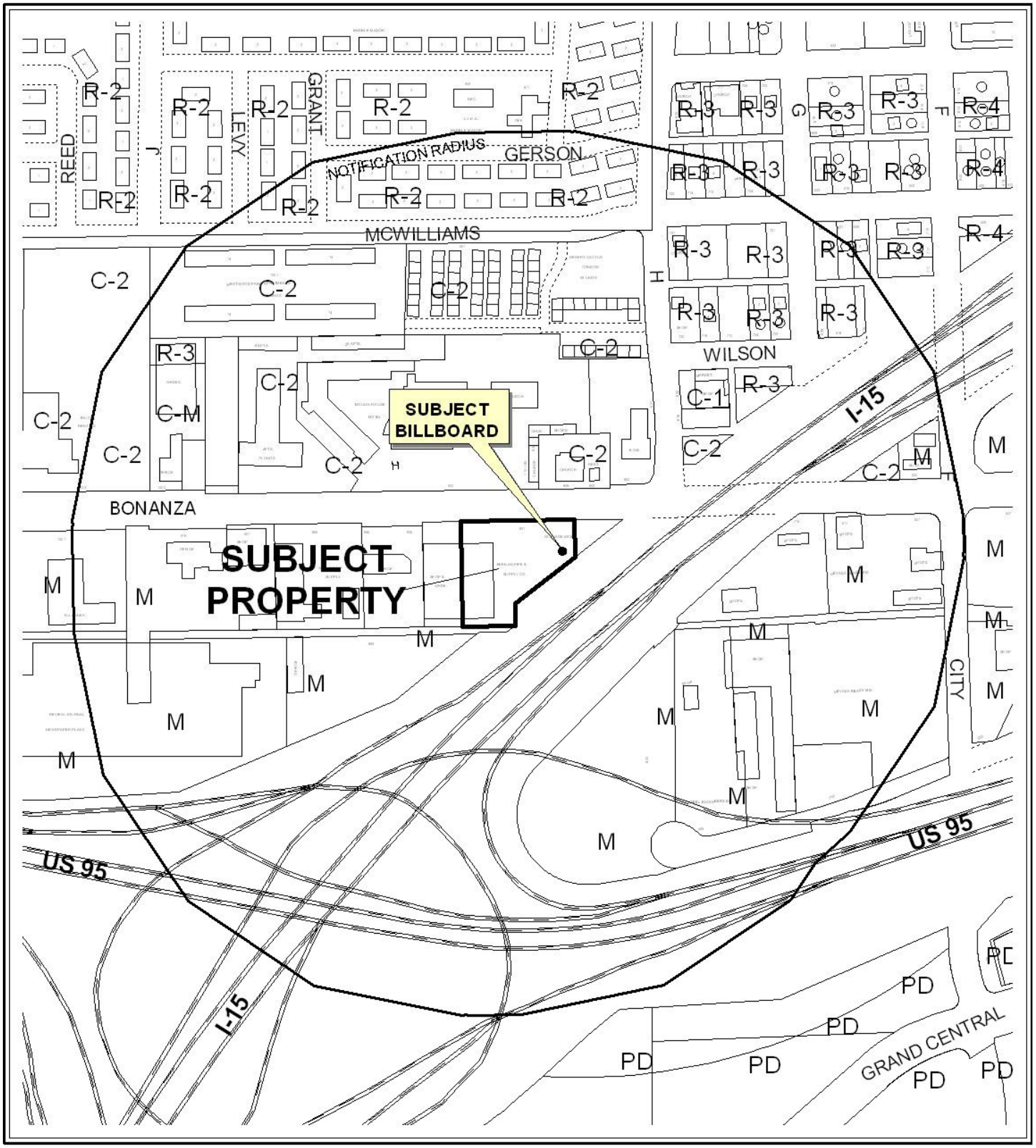
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33344 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RONALD M. HIRAHARA ETAL - Required Review of an approved Special Use Permit (U-0086-86) FOR A 65-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 831 West Bonanza Road (APN 139-28-801-010), M (Industrial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

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 (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-86-86(2)
6. Protest Postcards
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 46

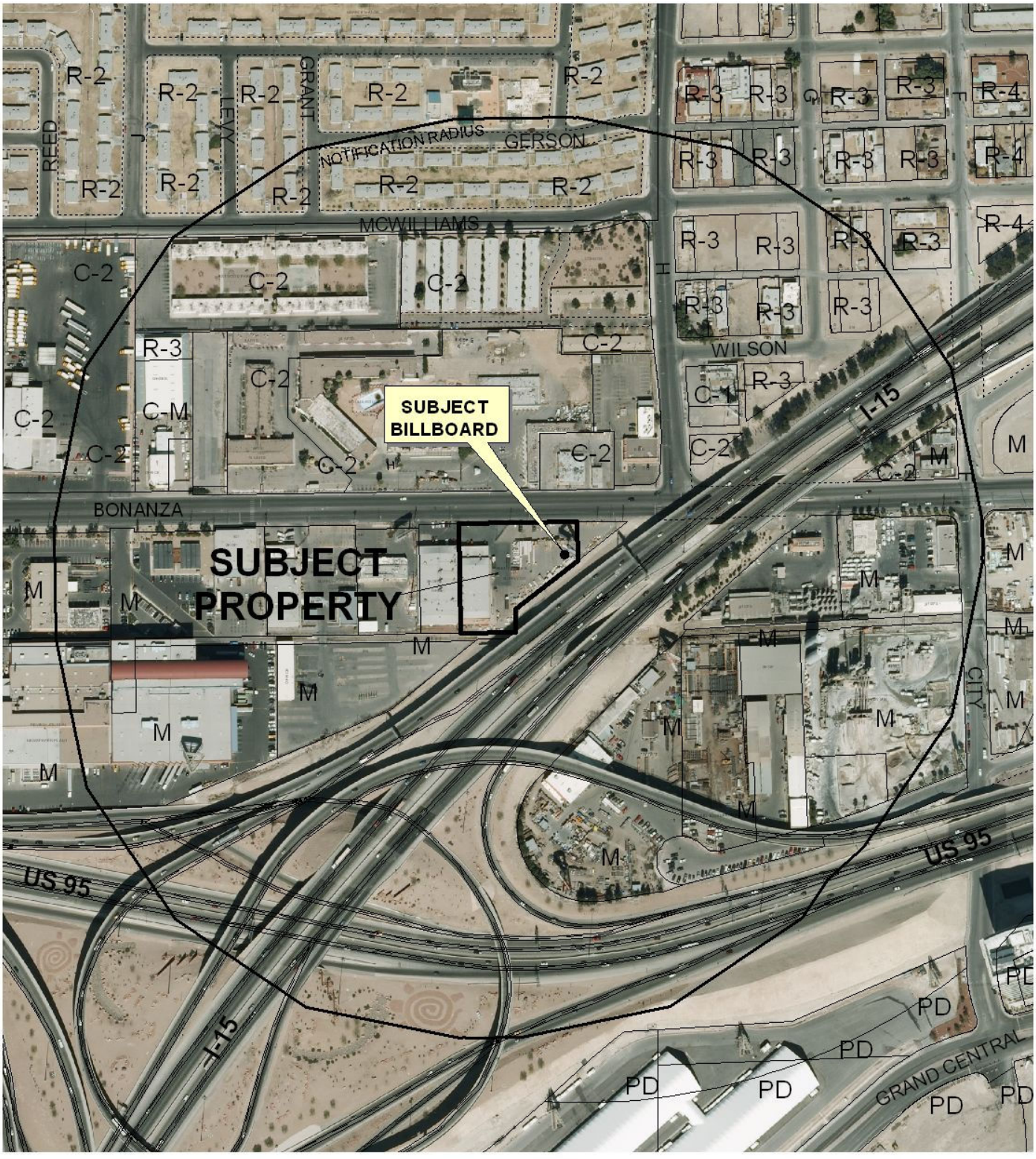


CASE: **RQR-33344**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 500 Feet

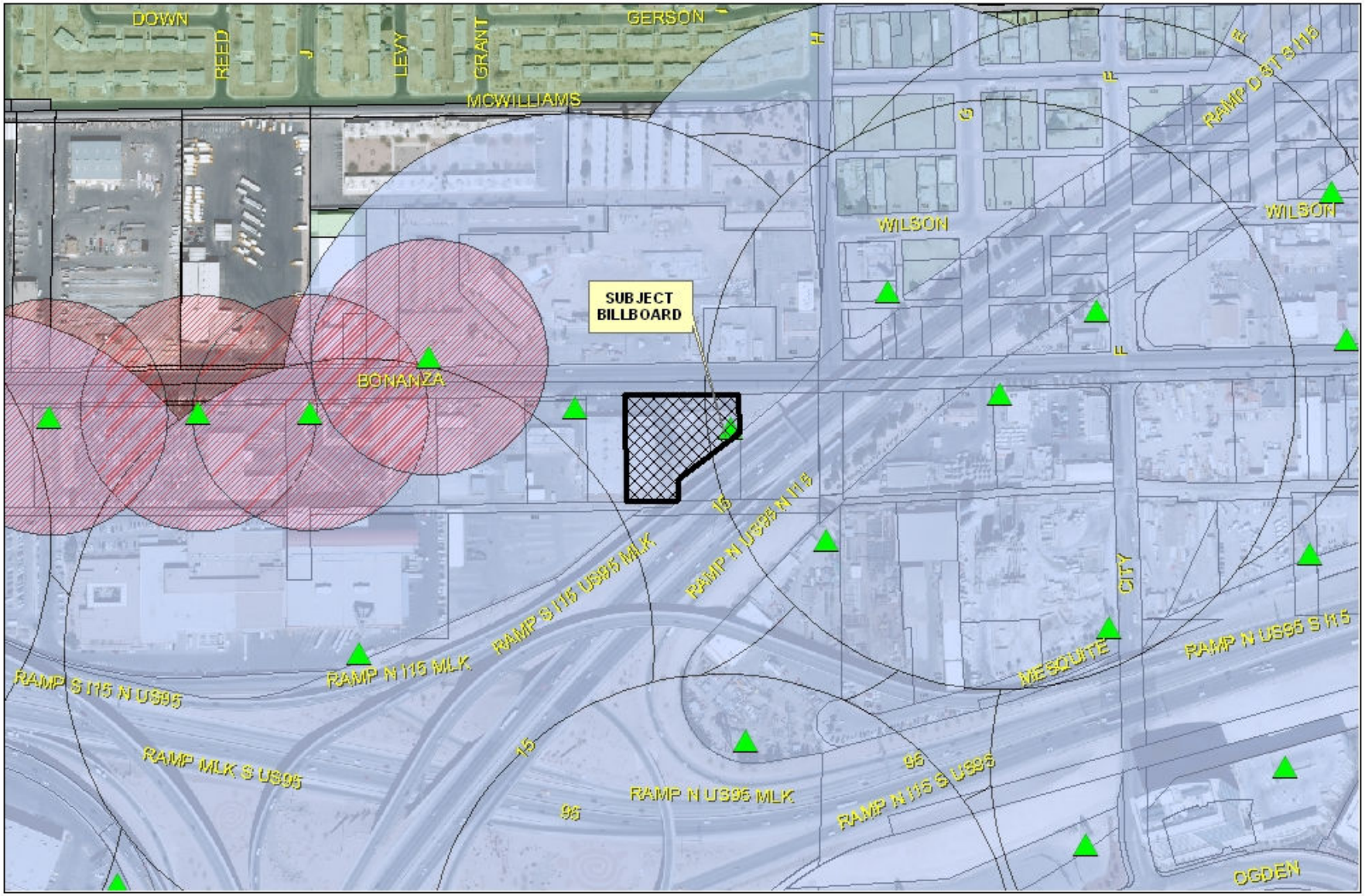


CASE: **RQR-33344**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 500 Feet



RQR-33344

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33344 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RONALD M. HIRAHARA ETAL

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0086-86).

2. This Special Use Permit shall be placed on an agenda closest to October 15, 2014 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

3. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0086-86) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (U-0086-86) for a 65-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 831 W. Bonanza Road.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/15/86	The City Council approved a request for a Special Use Permit (U-0086-86) for a double-faced 14-foot by 48-foot Off-Premise Sign (Billboard) to a height of 30 feet above the adjacent freeway road surface (65 feet total) at 831 W. Bonanza Road. The Board of Zoning Adjustment recommended approval on 09/25/86.
11/20/91	The City Council approved a request for a Required Review [U-0086-86(1)] for a double-faced 14-foot by 48-foot Off-Premise Sign (Billboard) to a height of 30 feet above the adjacent freeway road surface at 831 W. Bonanza Road. The Board of Zoning Adjustment recommended approval on 10/24/91.
12/18/96	The City Council approved a request for a Required Review [U-0086-86(2)] for a double-faced 14-foot by 48-foot Off-Premise Sign (Billboard) to a height of 30 feet above the adjacent freeway road surface at 831 W. Bonanza Road. The Board of Zoning Adjustment recommended approval on 11/26/96.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #45/ds).
Related Building Permits/Business Licenses	
c.1954	The building on the subject site constructed.
03/12/04	A building permit (04005595) was issued to provide electrical service to an Off-Premise Sign (Billboard) at 831 W. Bonanza Road. The permit was finalized on 03/15/04.
10/29/08	A business license (A01-01381) was issued for an Administrative Office at 831 W. Bonanza Road. The license is still active.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
03/05/09	Staff conducted a field check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays. • All structural elements have been properly maintained and are screened from public view. • The sign and supporting structure appeared in good condition and does not require repainting or bird deterrents.

Details of Application Request	
Site Area	
Gross Acres	1.39

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Warehouse	LI/R (Light Industry/Research)	M (Industrial)
North	Church	MXU (Mixed Use)	C-2 (General Commercial)
South	I-15 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)
East	I-15 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Warehouse and Office	LI/R (Light Industry/Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
West Las Vegas Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in an M (Industrial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and has no embellishment	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 65 feet tall (30 feet above grade of the freeway).	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements are screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is approximately 520 feet from another billboard along I-15.	N**
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is more than 300 feet to the nearest property zoned for residential use.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is not located on property zoned for residential use.	Y

* The City Council approved a Special Use Permit (U-0086-86) allowing the sign to be 30 feet above the grade of the freeway, which would raise the sign to a height of 65 feet as depicted on the approved plans.

** The City Council approved a Variance (V-0066-97) that allowed an Off-Premise Sign (Billboard) to be approximately 520 feet from another Off-Premise Sign (billboard) along I-15.

ANALYSIS

This is the third Required Review since the initial approval of a Special Use Permit (U-0086-86) for a 65-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 831 W. Bonanza Road. A research of building permit activity found that the billboard was constructed under sign permit #04005595, and received a final inspection on 03/15/04 under the address of 831 W. Bonanza Road. During a site inspection, staff found the sign and supporting structure in good condition with no bird nuisance problems. There have been no significant changes in land use or development in the surrounding area since the sign was installed.

FINDINGS

The sign is located in an M (Industrial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. The sign and supporting structure are in good condition and are being properly maintained. Staff finds there is no adverse impact regarding the continued use of the sign at this time; therefore, staff recommends approval, subject to a five-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 51 by City Clerk

APPROVALS 0

PROTESTS 3

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-33344 APN: 139 28 801 010

Name of Property Owner: ~~HIRAHARA~~ Ronald M ETAL

Name of Applicant: Clear Channel Outdoor

Name of Representative: ROD Carter

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 __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: William R. Mertz

Print Name: WILLIAM R. MERTZ

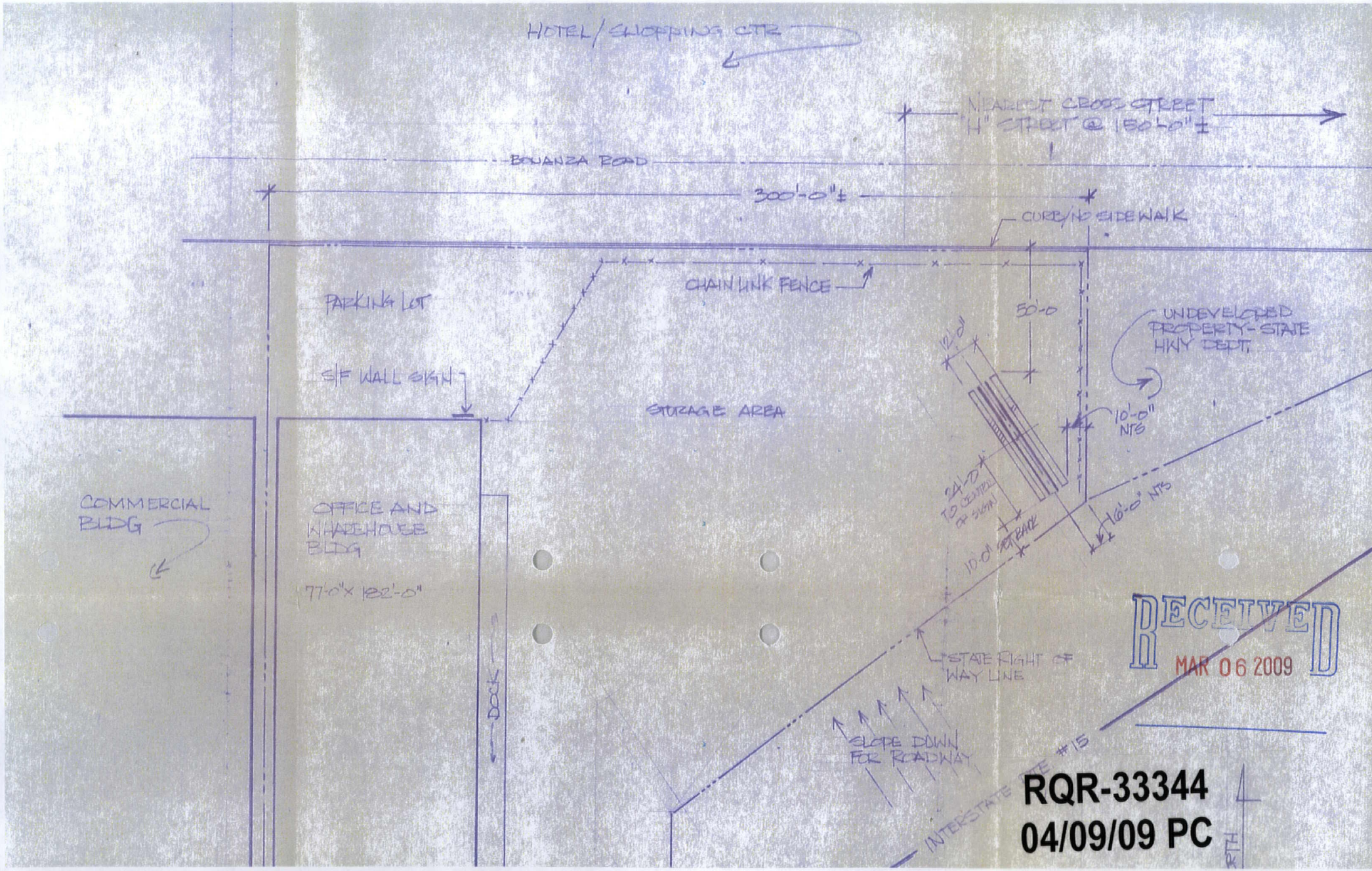
Subscribed and sworn before me Sherri Hatfield

This 2nd day of March, 2009

NOTARIAL SEAL
SHERRI HATFIELD
Notary Public
LOWER MERION TWP, MONTGOMERY COUNTY
My Commission Expires Aug 31, 2011

Sherri Hatfield

Notary Public in and for said County and State Montgomery County, Pennsylvania



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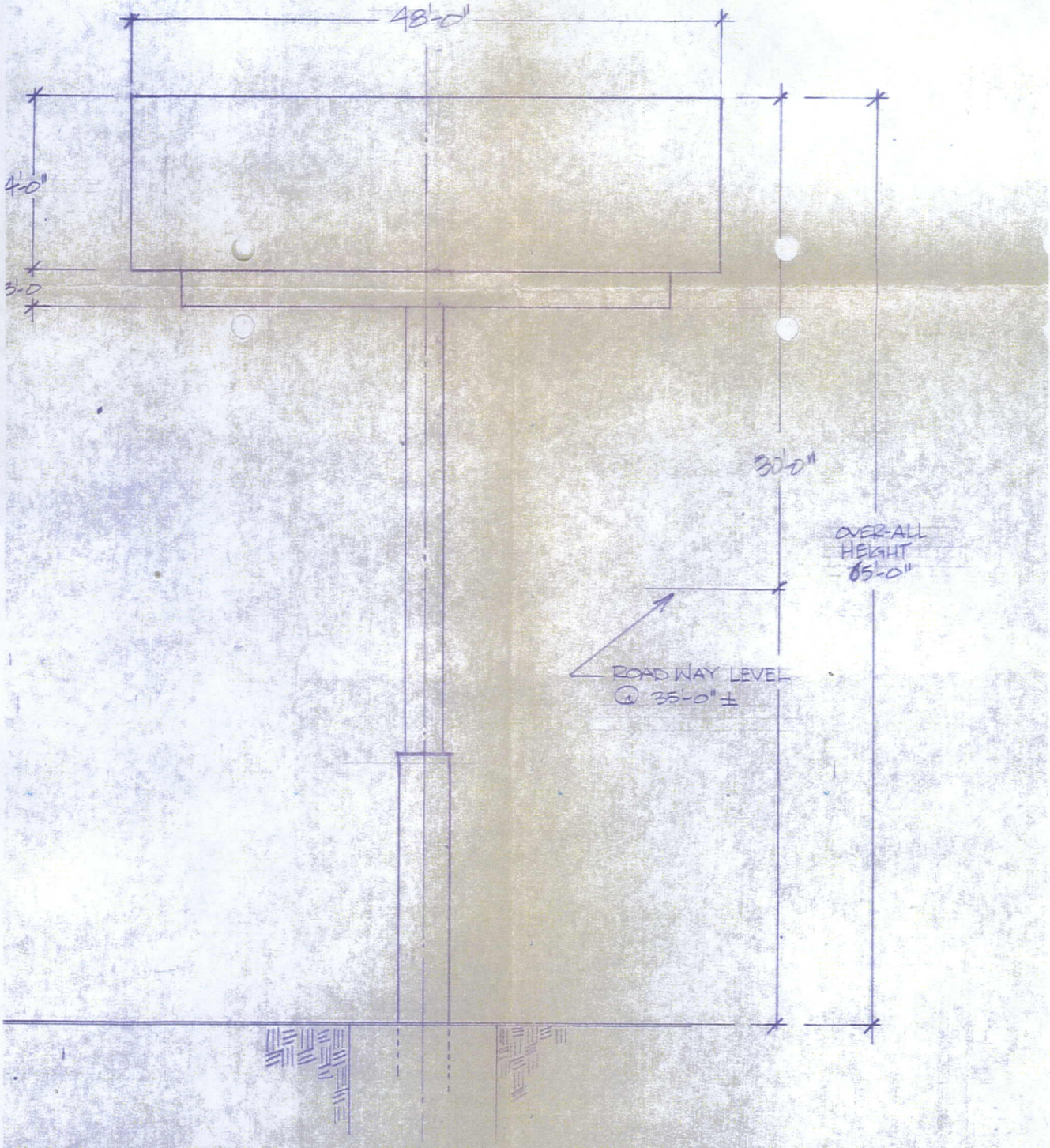
MAR 06 2009

RQR-33344
04/09/09 PC



ELEVATION

SCALE 1/8"=1'-0"

RECEIVED
MAR 06 2009

RQR-33344

04/09/09 PC



RQR-33344 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RONALD M. HIRAHARA ETAL
831 WEST BONANZA ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33344 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: RONALD M. HIRAHARA ETAL
831 WEST BONANZA ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

December 27, 1996

Keenan Pipe and Supply Company
831 West Bonanza Road
Las Vegas, Nevada 89106

RE: U-86-86(2) - REQUIRED FIVE YEAR REVIEW

Gentlemen:

The City Council at a regular meeting held December 18, 1996 APPROVED the Five Year Required Review for a Special Use Permit on property located at 831 West Bonanza Road for an approved 14 foot x 48 foot off-premise advertising (billboard) sign, M (Industrial) Zone, subject to:

1. The Board shall hold a public hearing to review this use in five years and at that time may require the sign to be removed.

2. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department.

3. City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

BARBARA JO RONEMUS
Acting City Clerk

/cmp

cc: Planning & Development Dept.
Dept. of Public Works
Dept. of Fire Services
Land Development Services
Traffic Engineering

Mr. Scott Reese
Young Electric Sign Company
5119 South Cameron Street
Las Vegas, Nevada 89118

RQR-33344
04/09/09 PC

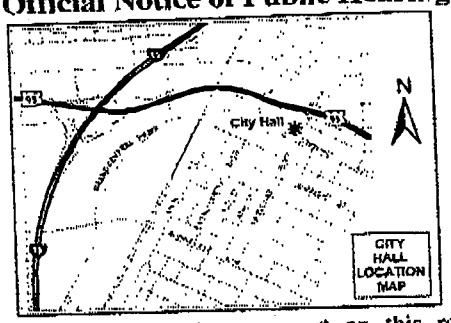
400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2009 APR 28 A 9:05

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

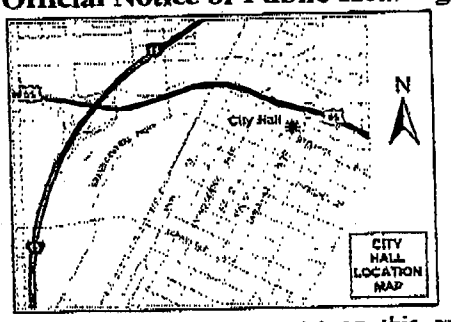
RQR-33344
City Council Meeting of 5/6/2009

GRANGAARD CHARLES D & ELLEN M
GRANGAARD LUELLA M
%NEO DYNE RESEARCH INC
2800 CAMEO CIR
LAS VEGAS NV 89107-3213
APN#13928703012

89107$3213 C066

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

RQR-33344
City Council Meeting of 5/6/2009

MOULDEN STANLEY J
SNAPER ALVIN A
2800 CAMEO CIR
LAS VEGAS NV 89107-3213

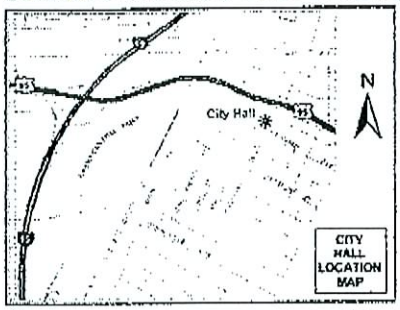
APN#13928703010

89107$3213 C066

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 3 0 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

RQR-33344
Planning Commission Meeting of 4/9/2009

Case: RQR-33344
13928710004
NEO-DYNE RESEARCH INC
2800 CAMEO CIR
LAS VEGAS NV 89107-3213

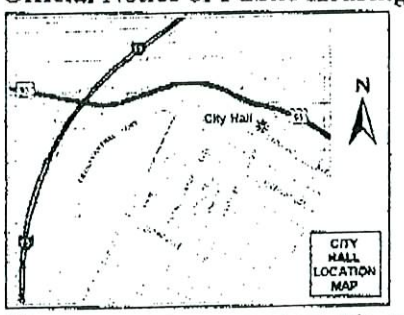
89107$$213 C065

46 P

Planning & Development Department
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing

RECEIVED
MAR 3 0 2009



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

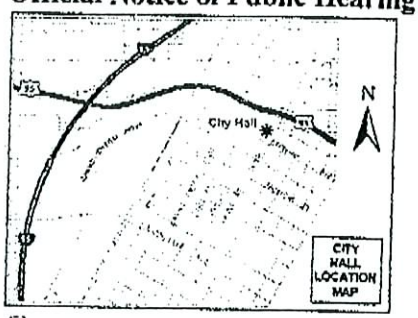
ROR-33344
Planning Commission Meeting of 4/9/2009

Case: ROR-33344
13928703011
MOULDEN STANLEY J
2800 CAMEO CIR
LAS VEGAS NV 89107-3213

46 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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.

RQR-33344

Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 0 2009

Case: RQR-33344
13928703012
GRANGAARD CHARLES D & ELLEN M
%NEO DYNE RESEARCH INC
2800 CAMEO CIR
LAS VEGAS NV 89107-3213

46 P

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

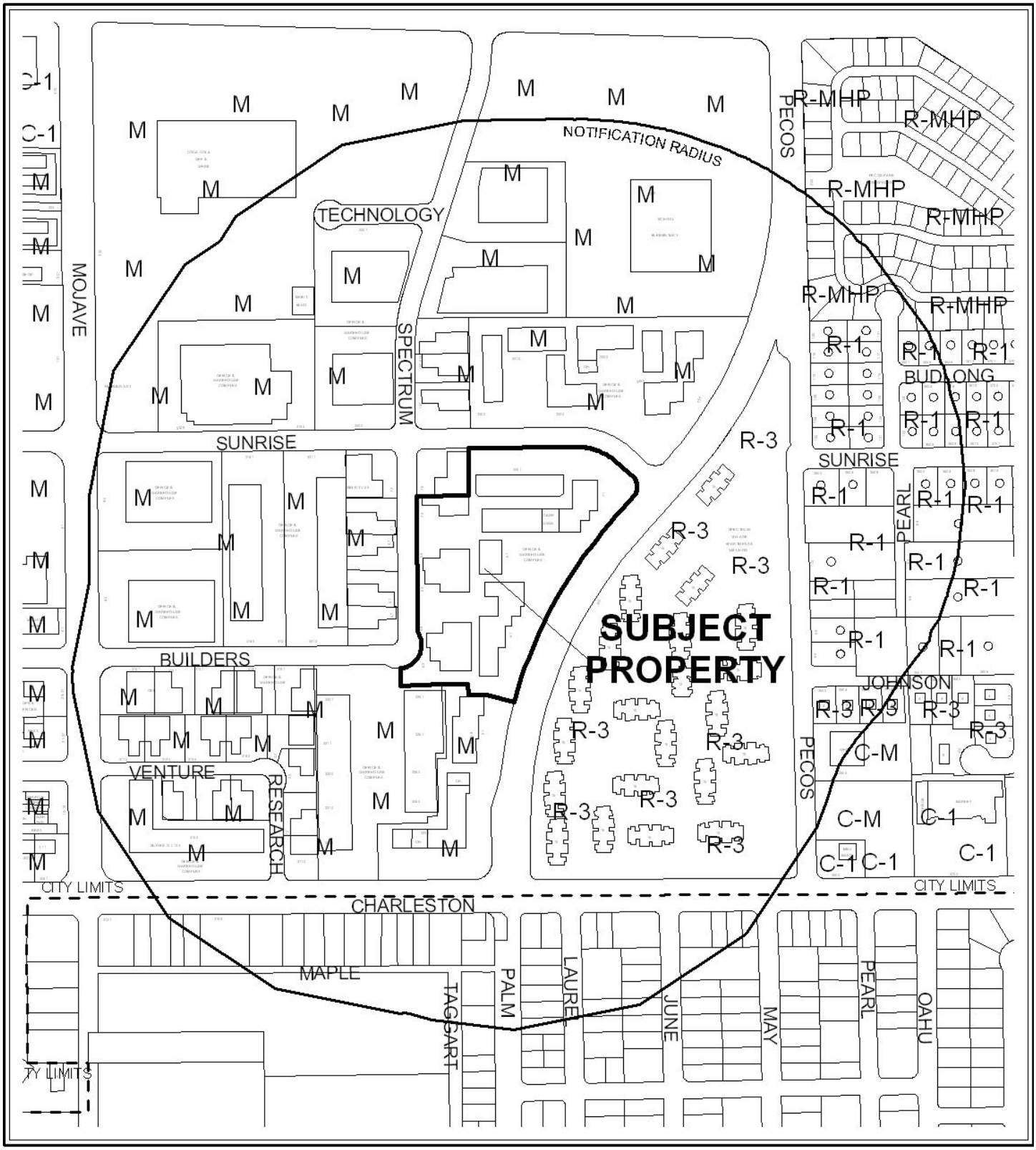
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33487 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LUTHERAN SOCIAL SERVICES OF NEVADA - OWNER: HARSCH INVESTMENT PROPERTIES - NEVADA, LLC - Request for a Required Review of an approved Special Use Permit (SUP-26576) FOR A SOCIAL SERVICE PROVIDER at 51 North Pecos Road, Suite #109 (APN 139-36-811-010), M (Industrial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for SUP-26576
6. Support Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 48



CASE: **RQR-33487**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 500 Feet

N



CASE: **RQR-33487**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33487 - APPLICANT: LUTHERAN SOCIAL SERVICES OF NEVADA - OWNER: HARSCH INVESTMENT PROPERTIES - NEVADA, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-26576).

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (SUP-26576) for a Social Service Provider at 51 N. Pecos Road, Suite 109.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/16/08	The City Council approved a request for a Special Use Permit (SUP-26576) for a Social Service Provider at 51 N. Pecos Road, Ste 109. The Planning Commission recommended approval on 03/18/08.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #48/ds).
Related Building Permits/Business Licenses	
c.1989	The building was constructed.
09/27/00	A business license (C11-05716) was issued for a Contractor at 51 N. Pecos Road, Ste 109. The license is still active.
12/20/02	A building permit (1022144) was issued for tenant improvements for a 3,650 square-foot Counseling Center at 51 N. Pecos Road, Ste 110. The permit was finalized on 02/08/02.
08/22/08	A business license (N41-00028) was issued for a Non-Profit Social Services Provider at 51 N. Pecos Road, Ste #109. The license is still active.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
03/05/09	Staff conducted a field check of the subject site and found no discrepancies with signage, packing or area surrounding the business.

Details of Application Request	
Site Area	
Gross Acres	7.79

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Offices and Warehouse Complex	LI/R (Light Industry/Research)	M (Industrial)
North	Offices and Warehouse Complex	LI/R (Light Industry/Research)	M (Industrial)
South	Offices and Warehouse Complex	LI/R (Light Industry/Research)	M (Industrial)
East	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Offices and Warehouse Complex	LI/R (Light Industry/Research)	M (Industrial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Las Vegas Spectrum	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first Require Review of an approved Special Use Permit (SUP-26576) for a Social Provider at 51 N. Pecos Road, Suite 109. There have been no complaints from the surrounding neighborhood regarding the business, and staff found the area clean with no Title 19 violations noted. A business license (N41-00028) was issued on 08/22/08 for a Non-Profit Social Services provider, which is still active.

FINDINGS

The subject site is located in an M (Industrial) zoning district. There have been no complaints filed by businesses or residents regarding the service provided; therefore, staff recommends approval of this request with no further reviews.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED	6
ASSEMBLY DISTRICT	12
SENATE DISTRICT	10
NOTICES MAILED	96 by City Clerk
APPROVALS	1
PROTESTS	1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-33487 SUP-26576 APN: 139-36-811-010

Name of Property Owner: Harsch Investment-LLC

Name of Applicant: Lutheran Social Services of Nevada

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

State of Nevada Print Name: [signature]
County of Clark
Subscribed and sworn before me

This 13th day of February, 2009

Elizabeth Turner
Notary Public in and for said County and State

Revised 11-14-06 f:\depot\Application Packet\Statement of Financial Interest.doc

ELIZABETH TURNER
Notary Public-State of Nevada
APPT. NO. 07-3443-1
My App. Expires May 30, 2011

A.L.T.A.\A.C.S.M. LAND TITLE SURVEY

IN THE CITY OF LAS VEGAS, COUNTY OF CLARK STATE OF NEVADA
BEING A PORTION OF THE SE 1/4 OF SECTION 36
T. 20 S., R 61 E. M.D.M. CITY OF LAS VEGAS

Scale 1" = 40 ft

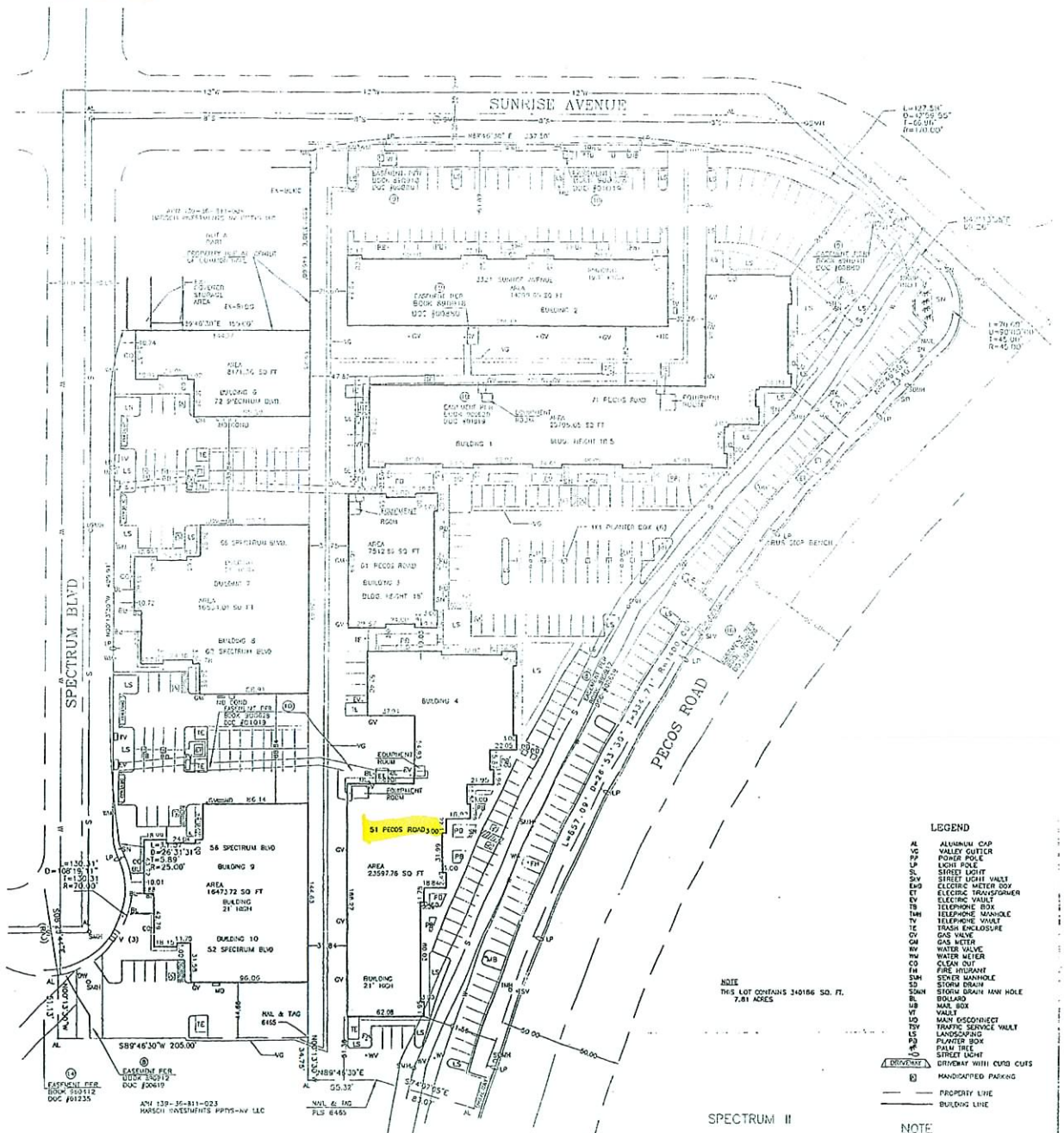
RECEIVED
FEB 17 2009

NOTE

THIS LOT IS IDENTIFIED BY LEGAL DESCRIPTION ONLY

(1) NUMBER REFERS TO ITEM NUMBER IN TITLE REPORT

(2) THIS ITEM REFERS TO BOOK 43 PAGE 10 OF PLATS ITEMS ARE SHOWN ON THIS SURVEY

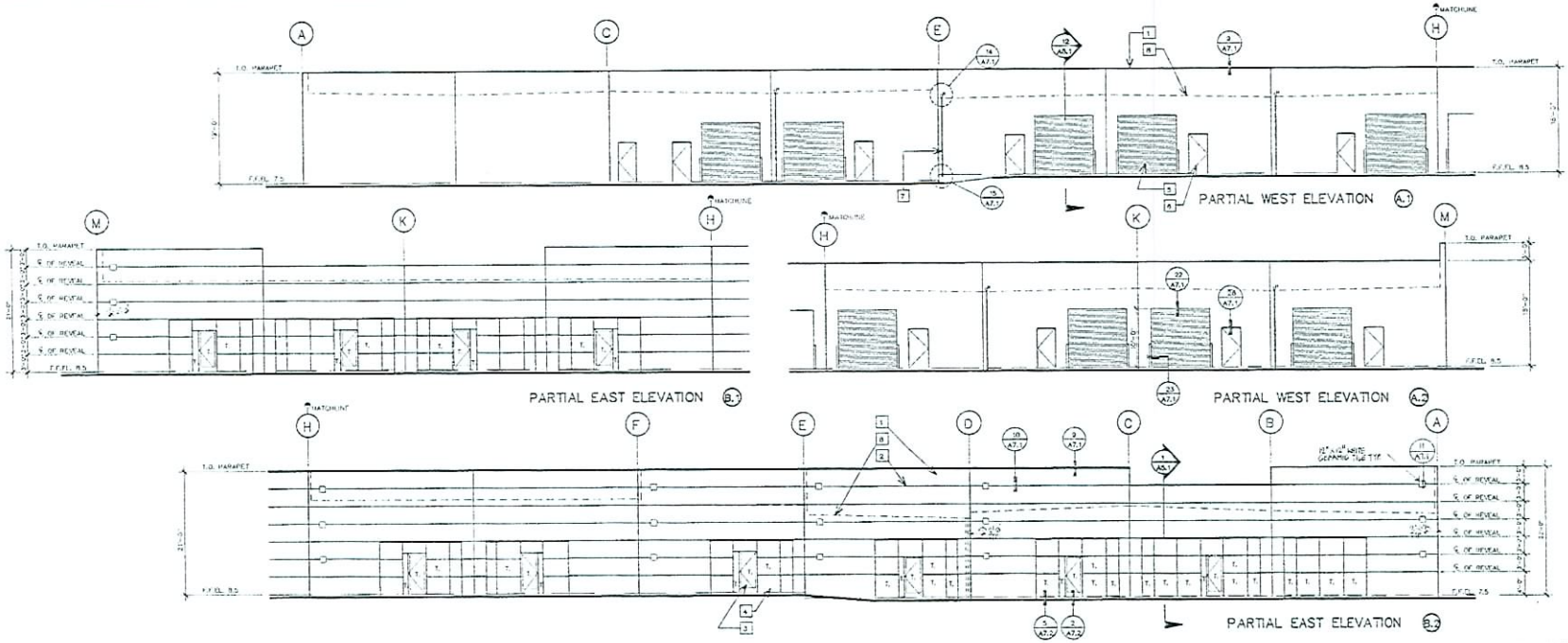


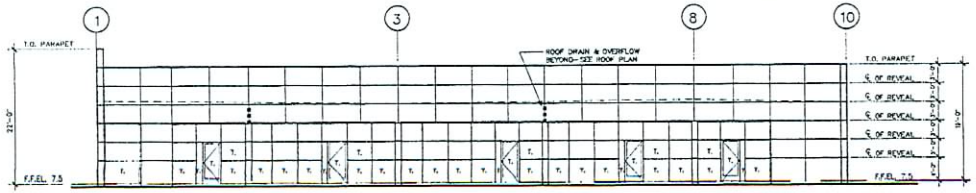
SHEET 3 OF 3 SHEETS	JOB NO. 04-050 DATE: 5-16-05 DRAWN: AJM CHECKED: AJM	ALTA\ACSM SURVEY LAS VEGAS NEVADA	AZIMUTH ENGINEERING & SURVEYING INC. 301 W. BASIC ROAD HENDERSON, NEVADA 89015 (702) 566-6700

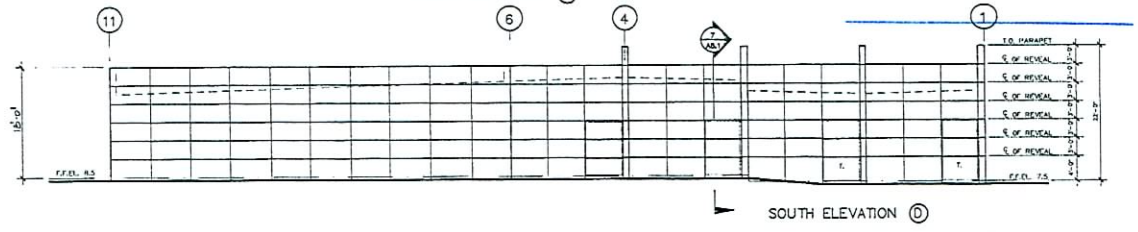
REV	DATE	BY	REVISION	APPROVAL

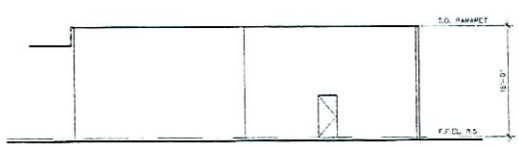
ALTA SURVEY
Phase II 40457

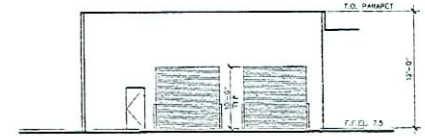
RQR-33487
04/09/09 PC











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FEB 17 2009

ELEVATION NOTES

1. CONCRETE TILT-UP PANELS – PAINTED
2. PANEL REVEALS
3. BRONZE ANODIZED ALUMINUM STOREFRONT SYSTEM WITH NARROW STYLE ALUMINUM ENTRY DOOR
4. SOLAR BRONZE VISION GLAZING – TEMPERED WHERE OCCURS
5. OVERHEAD LOADING DOOR – PAINTED
6. MAN DOOR – PAINTED
7. ROOF DRAIN AND OVERFLOW – PAINTED (SHEET METAL DOWNSPOUT W/ SPLASH BLOCK)
8. ROOF LINE BEYOND – SEE STRUCTURAL ROOF FRAMING PLAN
9. PANEL JOINT FILLER – CLEAN TOOLED – COLOR TO MATCH ADJOINING SURFACES. (VERIFY LOCATIONS WITH STRUCTURAL DRAWINGS)
10. DOCK BUMPER
11. TRUCK WELL
12. NOT USED

RQR-33487
04/09/09 PC

BUILDING 4 – ELEVATIONS (2) ELEVATION NOTES (1)

ARCHITECTS ORANGE

THE SPECTRUM OF LAS VEGAS

LEWIS PROPERTIES INC. TUSTIN, CALIFORNIA 714/730-9000

ELEVATIONS BUILDING 4

KEY PLAN

DATE

SHEET A3.3



RQR-33487 - APPLICANT: LUTHERAN SOCIAL SERVICES OF NEVADA - OWNER: HARSCH INVESTMENT PROPERTIES - NEVADA, LLC
51 NORTH PECOS ROAD, SUITE #109
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33487 - APPLICANT: LUTHERAN SOCIAL SERVICES OF NEVADA - OWNER: HARSCH INVESTMENT PROPERTIES - NEVADA, LLC
51 NORTH PECOS ROAD, SUITE #109
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

April 18, 2008

Mr. John Ramos
Harsch Investment Properties
3111 South Valley View Boulevard, Suite K-101
Las Vegas, Nevada 89102

RE: SUP-26576 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 16, 2008

Dear Mr. Ramos:

The City Council at a regular meeting held April 16, 2008 APPROVED the request for a Special Use Permit FOR A SOCIAL SERVICE PROVIDER at 51 North Pecos Road, Suites #109-113 (APN 139-36-811-010), M (Industrial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 17, 2008. This approval is subject to:

Planning & Development

1. This use shall be removed in one (1) year at a Planning Commission public hearing.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: See Attached List

RQR-33487
04/09/09 PC

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Barry Bjornson
Lutheran Social Services of Nevada
741 Veterans Memorial Drive
Las Vegas, Nevada 89125

Mr. Barry Bjornson
5440 West Sahara Avenue, 3rd Floor
Las Vegas, Nevada 89146

RQR-33487
04/09/09 PC

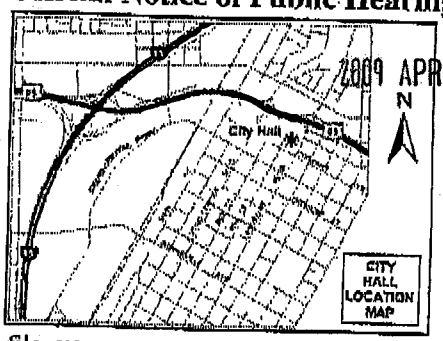
City of Las Vegas
Office Of The City Clerk
[illegible] Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.394
0004239954 APR 24 2009
MAILED FROM ZIPCODE 89101

RECEIVED
CITY CLERK
2009 APR 27 P 4:32

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33487

City Council Meeting of 5/6/2009

Any Improvement on Charleston - OR the Corner (Now Vacant) is most welcome for us! We are FROM at 3411 E. Charleston L.V. (corner)

5/27/09

LEGRAND M H & G LIV REV TR ETAL
LEGRAND MAXIMILIEN & GISELE TRS
P O BOX 64648
LOS ANGELES CA 90064-6548

APN#16106110004

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

FROM :LME
FAX NO. :702-684-6492 Mar. 28 2009 01:56PM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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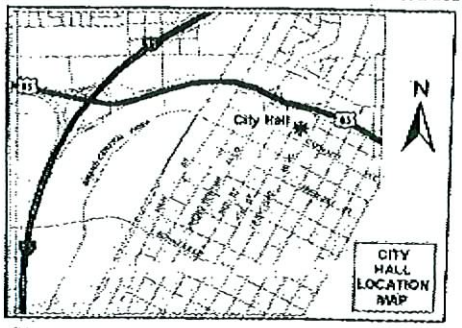
MAILED FROM ZIPC

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 3 0 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

RQR-33487

Planning Commission Meeting of 4/9/2009

14031311001 Case: RQR-33487
SNAVELY MICHAEL
120 PECOS ST
LAS VEGAS NV 89101-4805

48 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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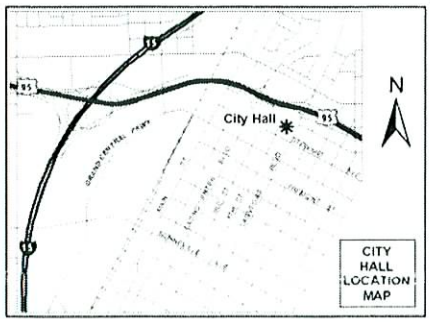
MAILED FROM ZIP CODE 89101

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.

RQR-33487
Planning Commission Meeting of 4/9/2009

Case: RQR-33487

13936813003
YGNELZI E G S L L C
%E YGNELZI
4540 VICKI AVE
LAS VEGAS NV 89139-8156

48 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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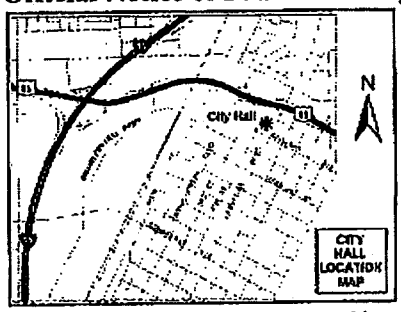
MAILED FROM ZIPCODE 89101

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.

RQR-33487

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 02 2009

Case: RQR-33487

13936813008
B & D PARTNERS
%R DEBLASI
1361 N RED GUM ST
ANAHEIM CA 92806-1318

Submitted at the meeting

Date 4/2/09 Item 48A

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 6, 2009

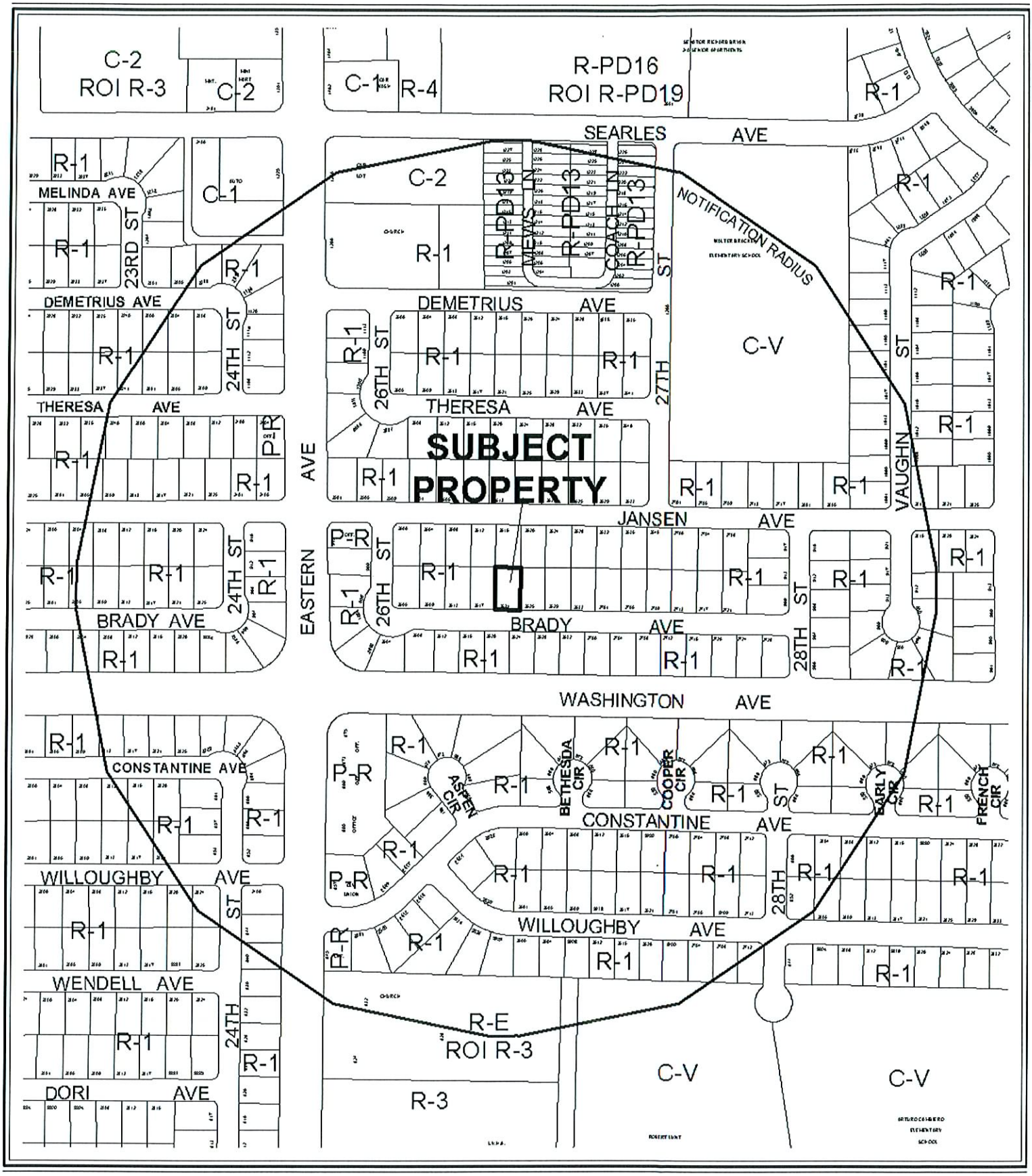
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33580 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: FRANK SWEENEY - Required Review of a previously approved Special Use Permit (SUP-25031) FOR AN EXISTING HALFWAY HOUSE FOR RECOVERING ALCOHOL AND DRUG ABUSERS WITH APPROVED WAIVERS TO ALLOW A 300-FOOT SEPARATION FROM AN EXISTING GROUP RESIDENTIAL CARE FACILITY WHERE 1,500 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED AND TO ALLOW A 6,136 SQUARE-FOOT LOT WHERE 6,500 SQUARE FEET IS THE MINIMUM REQUIRED at 2621 Brady Avenue (APN 139-25-215-079), R-1 (Single Family Residential) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

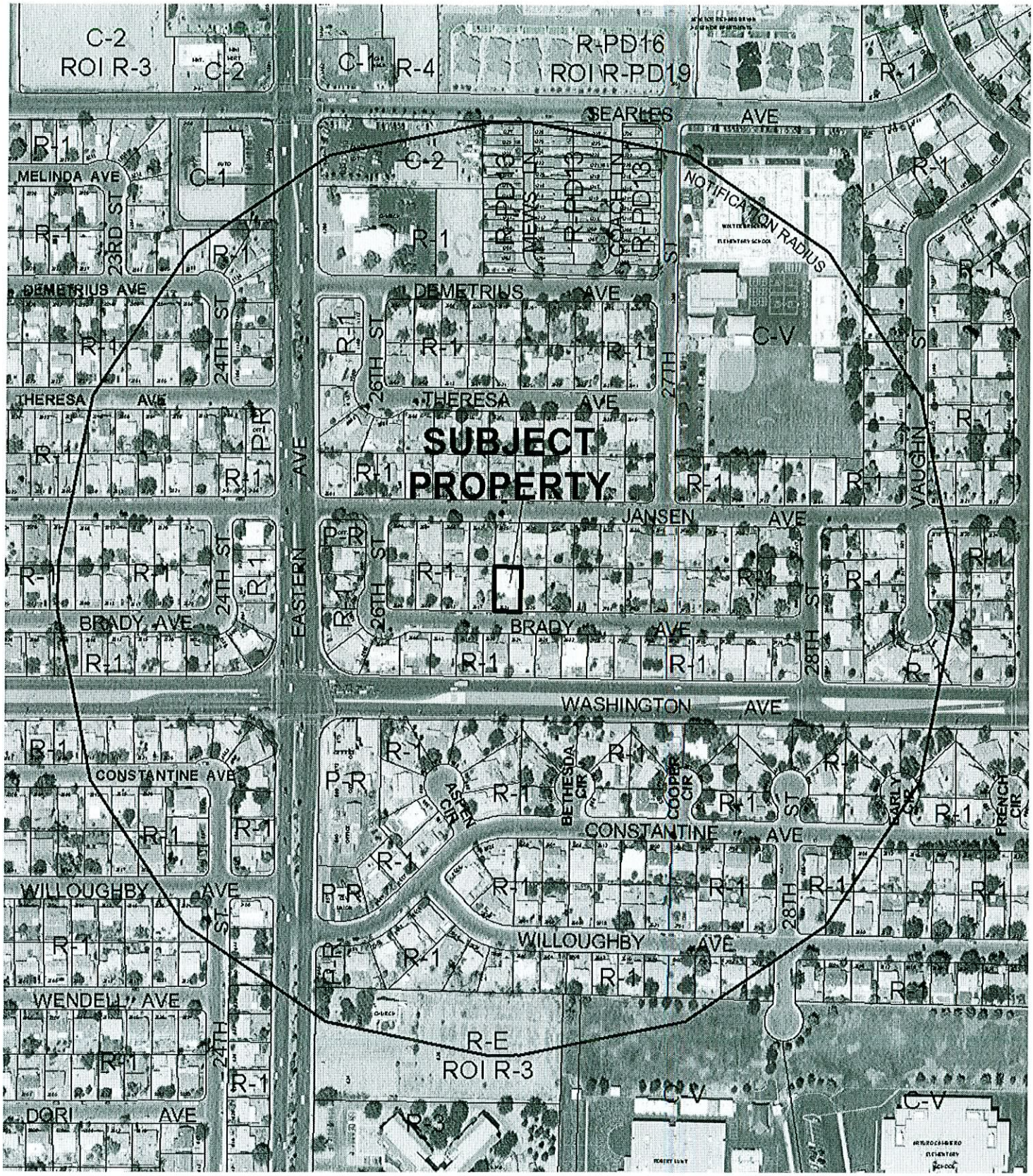
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-25031
5. Support Postcard



CASE: **RQR-33580**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)



0 300 600 Feet

CASE: **RQR-33580**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33580 – REQUIRED REVIEW – SPECIAL USE PERMIT -
APPLICANT/OWNER:

** CONDITIONS **

STAFF RECOMMENDATION: **APPROVAL,** subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-25031).

2. This Special Use Permit (SUP-3128) shall be reviewed administratively by October 1, 2011.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previously approved Special Use Permit (SUP-25031) for an existing Halfway House for recovering alcohol and drug abusers with approved waivers to allow a 300-foot separation from an existing Group Residential Care Facility where 1,500 feet is the minimum separation distance required; and to allow a 6,136 square-foot lot where 6,500 square feet is the minimum required at 2621 Brady Avenue.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/11/03	A Code Enforcement case (2498) was processed for housing code and operating a Halfway House without a license at 2621 Brady Avenue. The case was resolved on 09/03/03.
07/26/04	A Code Enforcement case (19132) was processed to check for violations-vehicles in yard at 2621 Brady Avenue. The case was resolved on 08/04/04.
04/20/06	A Code Enforcement case (40086) was processed for no permit for a Halfway House at 2621 Brady Avenue. The case was resolved on 03/03/09.
10/01/08	The City Council approved a request for a Variance (VAR-29242) to allow one off-street parking space where three off-street spaces are required at 2621 Brady Avenue. The Planning Commission recommended approval on 08/28/08.
10/01/08	The City Council approved a request for a Special Use Permit (SUP-25031) for a Halfway House for recovering alcohol and drug abusers with waivers to allow a 300-foot separation from an existing Group Residential Care Facility where 1,500 feet is the minimum separation distance required; and to allow a 6,136 square-foot lot where 6,500 square feet is the minimum required at 2621 Brady Avenue. The Planning Commission recommended approval on 08/28/08.
Related Building Permits/Business Licenses	
02/13/09	A business license (N34-00002) was issued for a Non-Profit Halfway House at 2621 Brady Avenue. The license is still active.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Field Check	
04/07/09	Staff conducted a field check of the subject site with the following observations: • The front of the property presented a neat appearance (no debris), though there were a few weeds. • The side-gated area is screened from view from the front of the house.

Details of Application Request	
Site Area	
Gross Acres	0.14

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Halfway House	L (Low Density Residential)	R-1 (Single-Family Residential)
North	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
South	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
West	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first Required Review of an approved Special Use Permit (SUP-25031) for a Halfway House for recovering alcohol and drug abusers with waivers to allow a 300-foot separation from an existing Group Residential Care Facility where 1,500 feet is the minimum separation distance required; and to allow a 6,136 square-foot lot where 6,500 square feet is the minimum required at 2621 Brady Avenue.

Staff conducted a field check of the subject site and found that the area surrounding the house was in good overall condition, though there were a few weeds growing in the front yard. The house appeared to be one of the few houses on the block that presented a good appearance. The most recent Code Enforcement violation (40086) was processed in April 2006, but was resolved with the approval of the Special Use Permit (SUP-25031) and the issuance of a business license.

FINDINGS

The subject site is located in an R-1 (Single-Family Residential) zoning district. The business was issued a license (N34-00002) on February 13, 2009 to operate a Halfway House on the subject site. There have been no complaints by neighbors, no new Code Enforcement violations, or business license complaints filed; therefore, staff is recommending approval subject to a two-year review.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 342

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR 33580 APN: 139-25-215-079

Name of Property Owner: MR. FRANK Sweeney.

Name of Applicant: MR. Frank Sweeney

Name of Representative: MARY ANNE DEVLIN

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 X 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: N/a

Partner(s): N/a

APN: N/a

Signature of Property Owner: [signature]

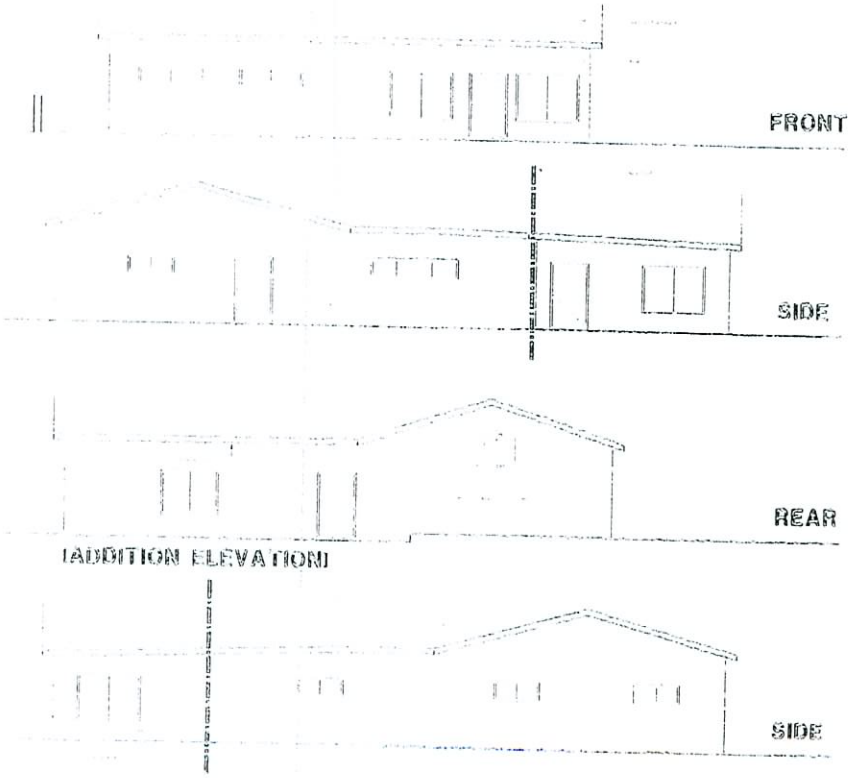
Print Name: MR. Frank Sweeney

State of Nevada
County of Clark
Subscribed and sworn before me

This 13 day of April, 2009

[signature]
Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
DARRYL MCCULLOUGH
My Appointment Expires
No: 99-50860-1 December 26, 2010



2621 BRADY AVENUE

QUEST HOUSE
RESIDENCE
LAS VEGAS
NEVADA

EXISTING ELEVATIONS
& TYPICAL DETAIL
2621 BRADY AVENUE

A-2

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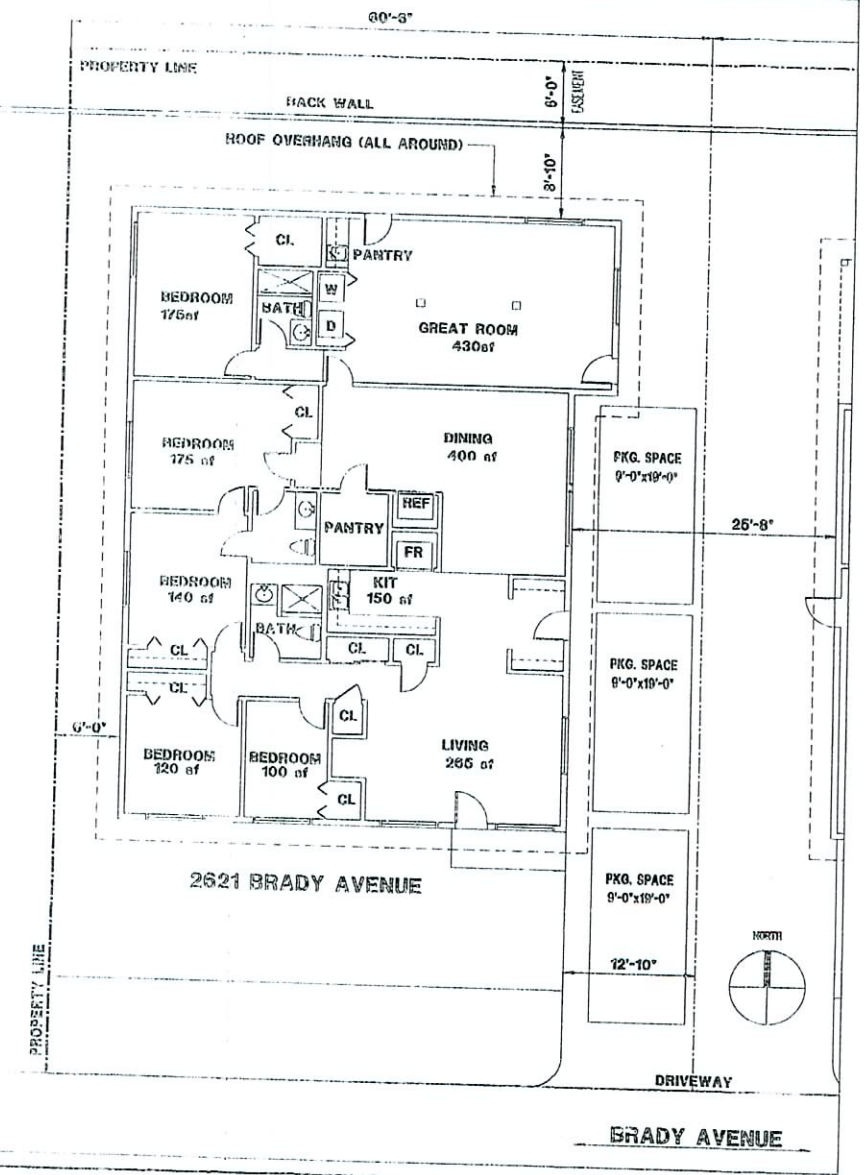
APR 13 2009

RQR-33580
05-06-09 CC



HALFWAY HOUSE - ORD. 5840 08/02/06

PARKING TABULATION	
· 1 CAR / 3 RESIDENTS	= 2
· 1 CAR / MANAGER	= 1
· TOTAL REQUIRED PARK	= 3

RESIDENTS	
· 2 BEDROOMS > 100 SF	= 4
· 2 BEDROOMS > 100 SF	= 2
· 1 BEDROOM > 100 SF (FOR MANAGER)	= 1
· TOTAL RESIDENTS	= 5
· MANAGER	= 1

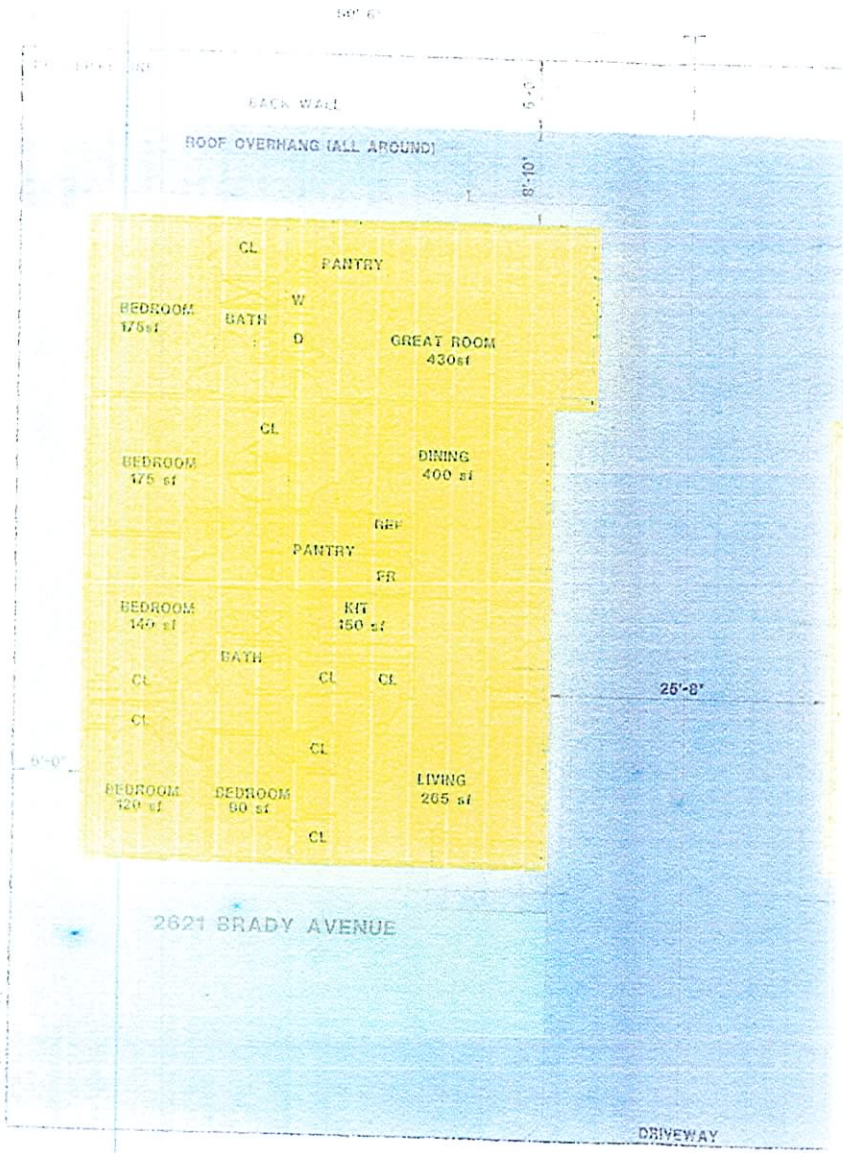
QUEST HOUSE
RESIDENCE
LAS VEGAS
NEVADA

EXISTING FLOOR PLAN
2621 BRADY AVENUE

A-1

RECEIVED
APR 13 2009

RQR-33580
05-06-09 CC



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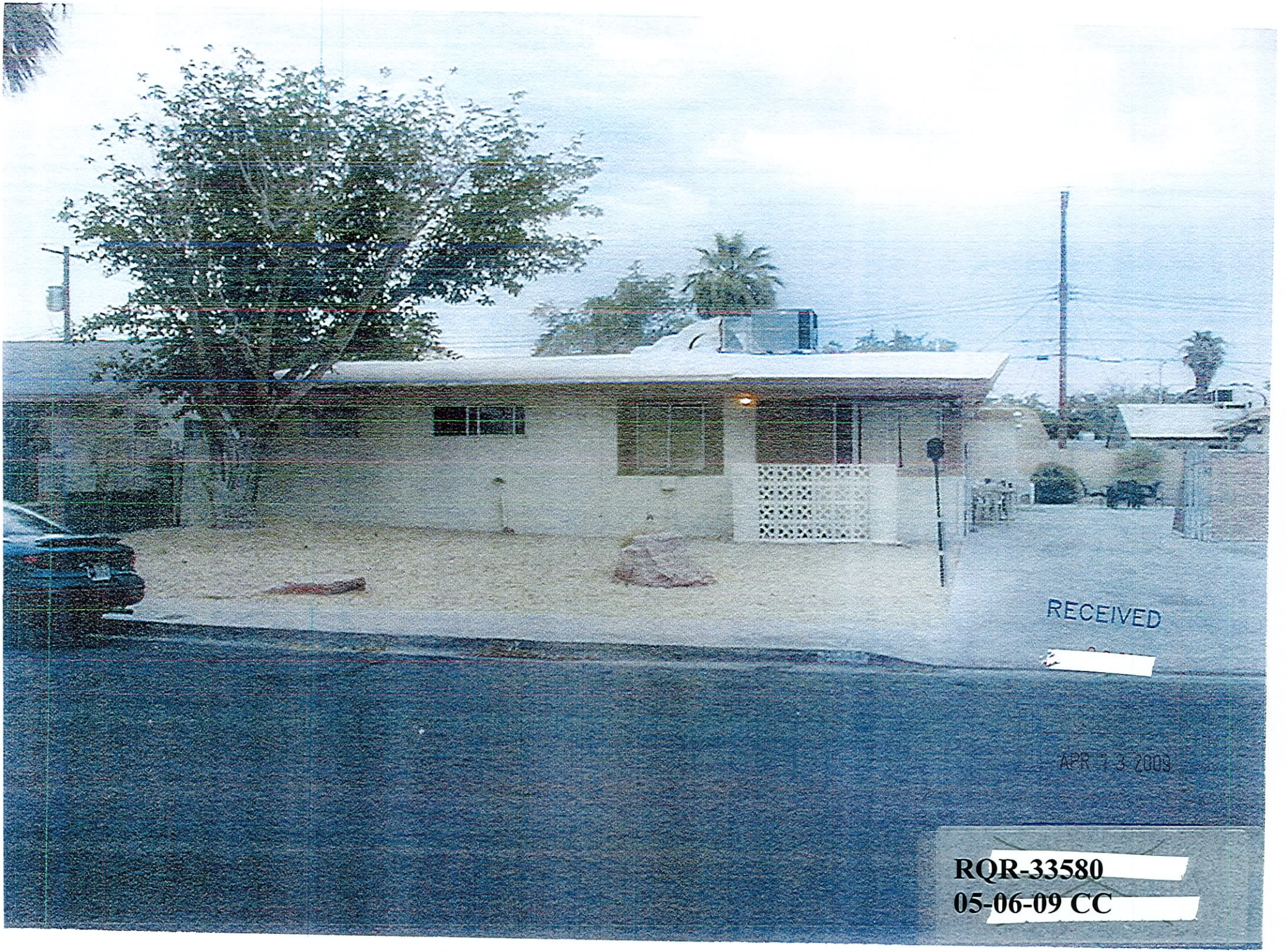
05-06-09 CC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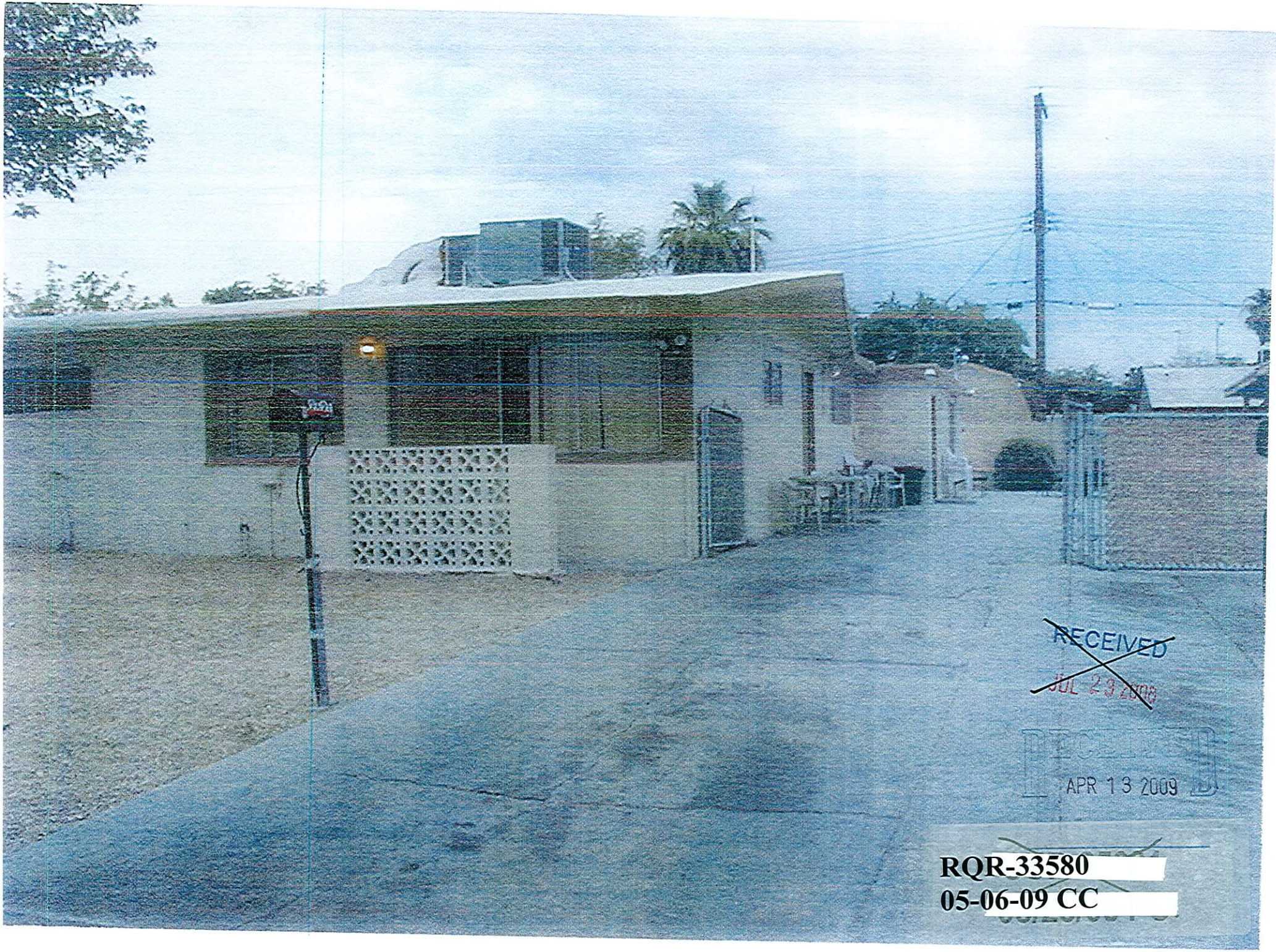
05-06-09 CC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RQR-33580
05-06-09 CC


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APR 13 2009
RQR-33580
05-06-09 CC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

October 20, 2008

Mr. Frank Sweeney
2655 Red Rock Street, #102
Las Vegas, Nevada 89146

RE: SUP-25031 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 1, 2008

Dear Mr. Sweeney:

The City Council at a regular meeting held October 1, 2008 APPROVED the request for a Special Use Permit FOR A HALFWAY HOUSE FOR RECOVERING ALCOHOL AND DRUG ABUSERS WITH WAIVERS TO ALLOW A 300-FOOT SEPARATION FROM AN EXISTING GROUP RESIDENTIAL CARE FACILITY WHERE 1,500 FEET IS THE MINIMUM SEPARATION DISTANCE REQUIRED AND TO ALLOW A 6,136 SQUARE-FOOT LOT WHERE 6,500 SQUARE FEET IS THE MINIMUM REQUIRED at 2621 Brady Avenue (APN 139-25-215-079), R-1 (Single Family Residential) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 2, 2008. This approval is subject to:

Added Condition:

A. A landscape plan shall be submitted to Planning and Development for approval and implementation within 30 days.

Planning & Development

1. There shall be a six-month review at a public hearing of the City Council from the date of final approval of the Special Use Permit (10/1/2008).

2. No outside meetings shall be allows at this location for non-residents.

3. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Halfway House for Recovering Alcohol and Drug Abusers use.

4. Approval of and conformance to the Conditions of Approval for Variance (VAR-29242) shall be required, if approved.

5. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-33580
05-06-09 CC

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

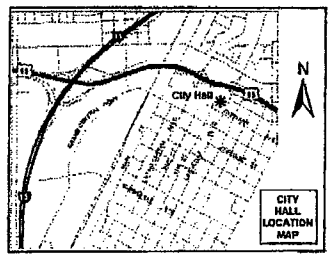
M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Brian Fisher
517 South Third Street
Las Vegas, Nevada 89101

RQR-33580
05-06-09 CC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

RQR-33580
City Council Meeting of **05/06/2009**

Case: RQR-33580
13926612060
BERMUDEZ MARHAYRA
2304 BRADY AVE
LAS VEGAS NV 89101-1421

2009 APR 28 P 12:07
CITY CLERK

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

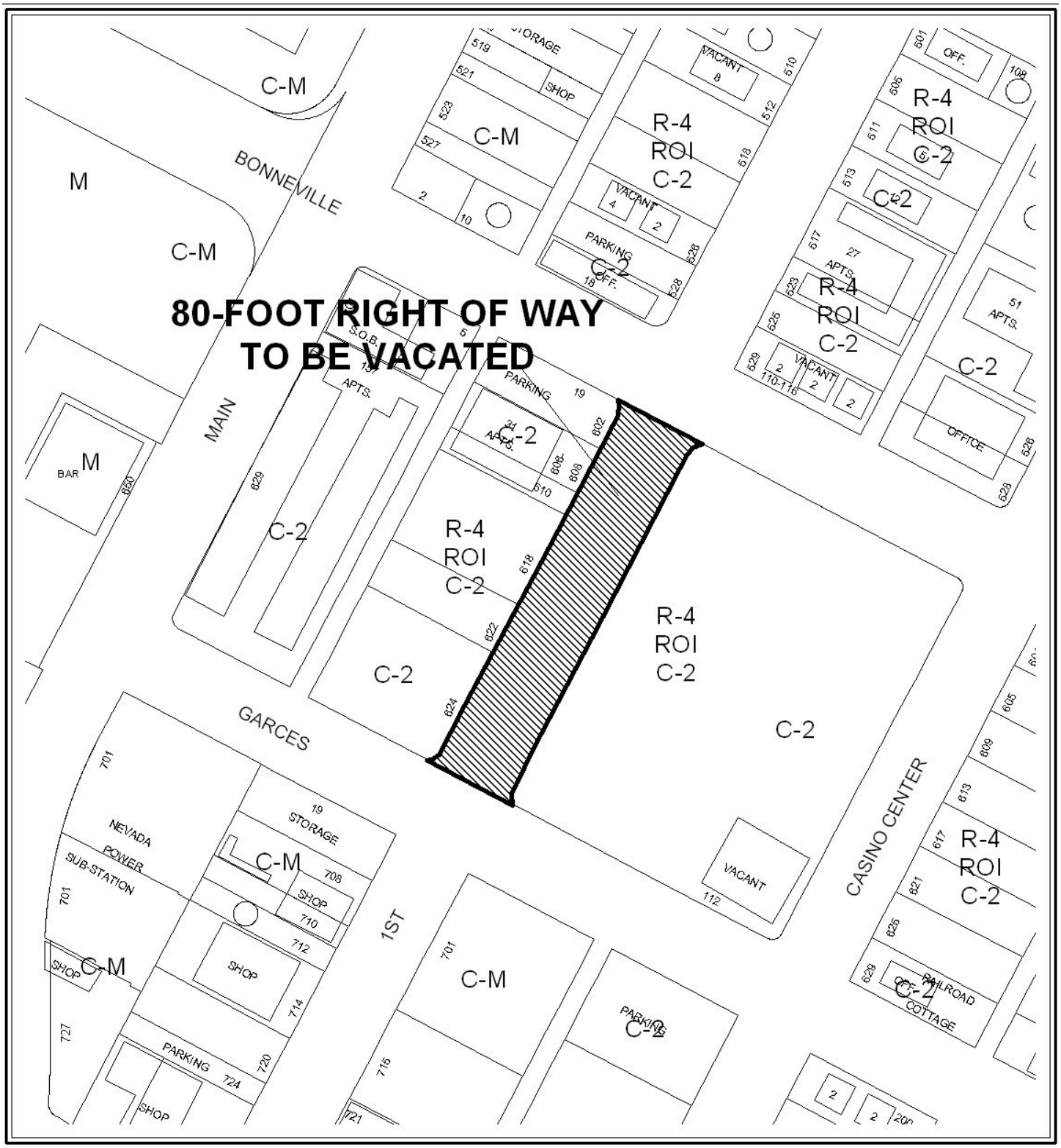
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-30172 - VACATION - PUBLIC HEARING - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC, ET AL - Petition to Vacate an 80-foot wide portion of First Street between Bonneville Avenue and Garces Avenue, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter



CASE: **VAC-30172**

0 400 Feet

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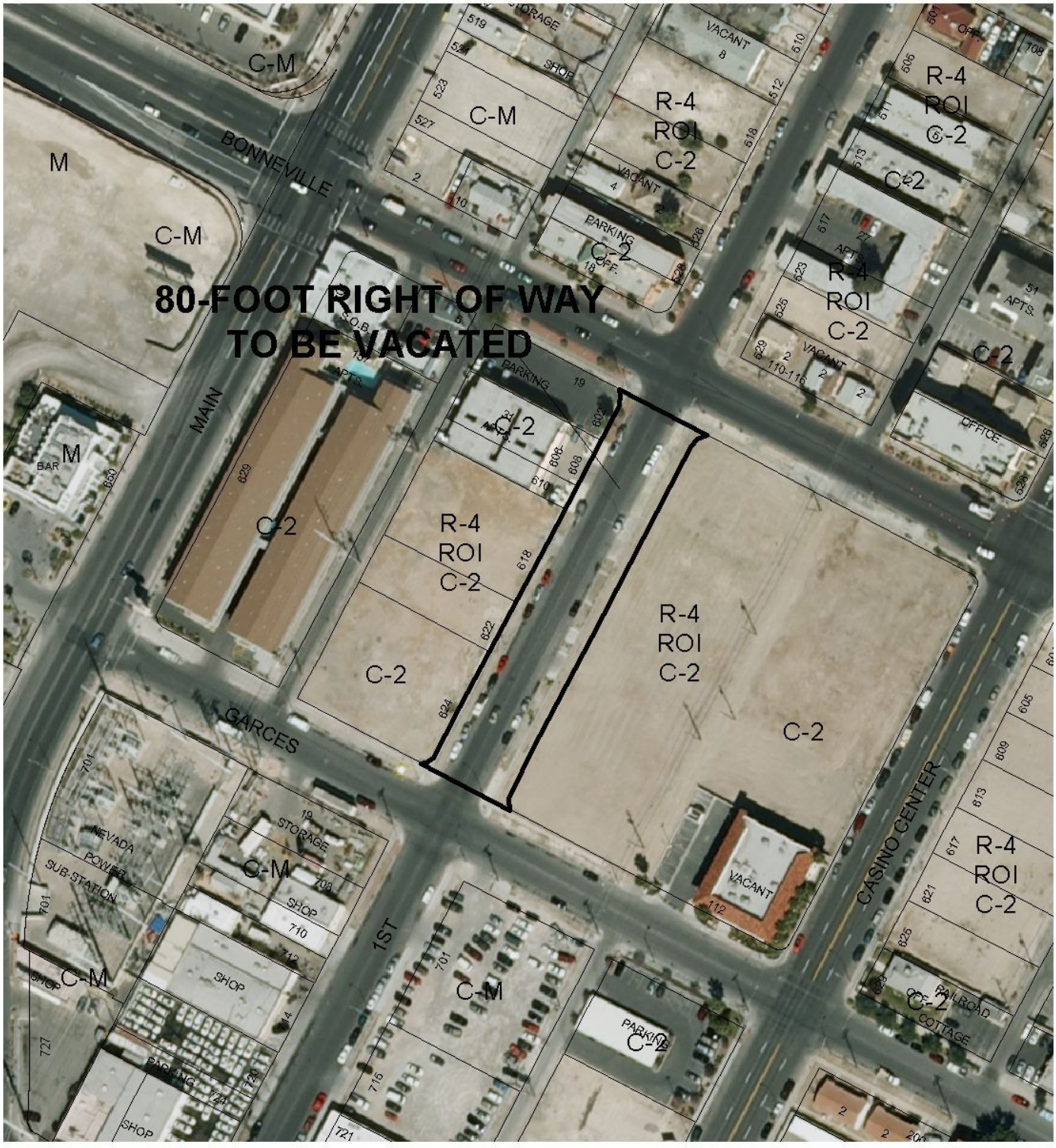

0 100 200 Feet

CASE: VAC-30172

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAC-30172 - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC., ET AL

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

1. Reservation of easements for the existing facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided where such facilities exist in the area to be vacated, or as required by respective franchise agreements.

2. All development shall be in conformance with code requirements and design standards of all City Departments.

3. If the Order of Vacation is not recorded within two (2) 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.

4. The limits of this Petition of Vacation shall be defined as the complete width of 1st Street, including the southern spandrel areas, between Garces Avenue northward to a point 24 feet south of Bonneville Avenue as shown in the "Exhibit to Accompany Legal Description" dated 03/02/09. The Order of Vacation may record in phases to coincide with abutting development activities.

5. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Bonneville/Clark One-way Couplet

6. This Petition of Vacation shall be modified to retain a Public Drainage Easement unless otherwise allowed by the City Engineer. Pedestrian access shall be preserved through the area proposed to be vacated.

7. 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 the recordation of the Order of Vacation.

8. All public improvements within the area to this Order of Vacation, 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.

9. The Order of Vacation shall not be recorded until all of the above conditions have been met provided, however, those modifications to 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.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a petition to Vacate 1st Street, an 80-foot wide public right of way, commencing at Garces Avenue and continuing northeast with the exception of the last 24-feet towards Bonneville Avenue. The proposed area to be vacated consists of a 376-foot long by 80-foot wide section of 1st Street, containing approximately 30,123 square feet.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/06/79	The Board of Zoning Adjustment approved a Site Development Plan Review [Z-0100-64(109)] to allow a 31-unit apartment building on property generally located at 610 South 1st Street. The Planning Commission recommended approval on 5/10/79.
06/23/94	The Planning Commission approved a Site Development Plan Review [Z-0100-64(155)] for a second story addition to an existing office building and to waiver for additional parking.
08/20/03	Code Enforcement Case #3117 was issued for excessive weeds located around the perimeter of the site. The issue was resolved on 09/02/03.
09/15/04	The City Council approved a Site Development Plan Review (SDR-4604) for a proposed parking lot and Waivers from the Downtown Centennial Plan Parking Lot Screening Requirements, Parking Lot Landscaping Requirements, and Title 19 perimeter wall and buffer requirements on 0.72 acres adjacent to the southwest corner of Bonneville Avenue and Casino Center Boulevard. The Planning Commission recommended approval on 08/12/04.
12/16/94	The City Council approved a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on the property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston on the south. The Planning Commission recommended approval on 12/10/94.
01/12/98	The City Council approved a Special Use Permit (U-0124-97) for a Bail Bond Service located at 111 E. Bonneville Avenue. The Planning Commission recommended approval on 12/04/97.
09/19/03	Code Enforcement Case #4516 issued for a broken swamp cooler at 611 S. 1st Street. The issue was resolved on 10/28/03.

12/05/03	Code Enforcement Case #7381 was issued for broken concrete at 611 S. 1st Street. The issue was resolved on 12/23/03.
09/10/04	Code Enforcement Case #21465 issued for excessive debris adjacent to the alleyway at 619 S. 1st Street. The issue was resolved on 10/01/04.
04/06/05	Code Enforcement Case #28283 issued for excessive debris and trash at 611 S. 1st Street. The issue was resolved on 04/26/05
12/01/06	Code Enforcement Case #48329 issued for an odor problem and utility maintenance issues at 611 S. 1st Street. The issue was resolved on 10/18/07.
04/04/07	The City Council approved a Vacation (VAC-19234) of a 20-foot wide section of public right-of-way generally located south of Bonneville Avenue, north of Garces Avenue between Main Street and 1st Street. The Planning Commission recommended approval on 03/08/07.
04/06/07	Staff administratively approved a Temporary Commercial Permit (TCP-21014) to allow a Temporary Commercial Parking Lot located on the northwest corner of Garces Avenue and 1st Street. The permit expired on 04/08/07.
06/20/07	Code Enforcement Case #54626 issued for illegal storage at 623 S. 1st Street. The issue was resolved on 09/25/07.
06/20/07	Code Enforcement Case #54623 issued for illegal storage at 623 S. 1st Street. The issue was resolved on 09/25/07.
08/30/07	A Final Map (FMP-24316) was submitted review for a reversion to acreage of approximately 2.75 acres of the city block located from Bonneville Ave to Garces Ave, and from 1st Street to Casino Center Blvd. The Final Map has not been recorded.
09/05/07	The City Council approved a Vacation (VAC-22542) for a 20-foot wide section of public right-of-way generally located 140 feet west of Casino Center Boulevard, between Bonneville Avenue and Garces Avenue. The Planning Commission recommended approval on 07/26/07.
06/04/08	Staff administratively approved an Extension of Time (EOT-27761) for a Petition to Vacate (VAC-19234) a 20-foot wide section of public right-of-way generally located south of Bonneville Avenue, north of Garces Avenue between Main Street and 1st Street.
08/06/08	The City Council approved a Site Development Plan Review (SDR-27948) for a proposed Transit Passenger Facility with Waivers of the Downtown Centennial Plan Build-to-Line and Streetscape Standards on 2.75 acres at the southwest corner of Bonneville Avenue and Casino Center Boulevard. The Planning Commission recommended approval on 07/18/08.
01/08/09	The Planning Commission recommended approval of an amendment (TXT-32131) to the Downtown Centennial Plan to update and revise trail alignments in the downtown area. NOTE: A 400-foot long section of the designated Art Trail located along 1st Street was removed.

2/18/09	The City Council approved a request to amend (GPA-32130) the trail alignment maps of the Master Plan Transportation Trails and Recreation Trails Elements in order to revise all trail alignments. The Planning Commission and staff recommended approval on 01/08/09.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #20/mh).
Related Building Permits/Business Licenses	
07/25/02	Business License #Q17-00026 issued for a court reporting firm at 112 Garces Avenue. The license was marked out on 12/20/07.
09/24/04	Business License #MO1-08299 issued for maintenance services – janitorial at 623 S. 1st Street. The license expired on 11/15/07.
01/30/06	Business License #M08-00168 issued for a motel or rooming house at 608 S. 1st Street.
05/01/06	Business License #A07-00181 issued for an apartment house at 619 S. 1st Street. The license was marked out on 07/17/07.
07/20/07	Business License #A07-00293 issued for an apartment house at 611 S. 1st Street. The license was marked out on 11/01/07.
Pre-Application Meeting	
A pre-application meeting is not required for Vacation applications.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
10/20/08	A field check was performed by staff with the following observations: • Area to be vacated currently has on-street parking being utilized. • Relatively low amount of vehicular traffic on 1st Street was observed. • Vacant office building located on southeastern adjacent parcel with remaining property undeveloped. • Northwestern parcels are undeveloped with the exception of a small apartment building located at 608 South 1st Street.

Details of Application Request	
Site Area	
Gross Acres	Approximately 0.73 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	R.O.W. (Right-of-Way) 1st Street	R.O.W. (Right-of-Way)	R.O.W. (Right-of-Way) 1st Street
North	R.O.W. (Right-of-Way) 1st Street	R.O.W. (Right-of-Way)	R.O.W. (Right-of-Way) 1st Street
South	R.O.W. (Right-of-Way) 1st Street	R.O.W. (Right-of-Way)	R.O.W. (Right-of-Way) 1st Street

East	Proposed Transit Passenger Facility (SDR-27948)	C (Commercial)	R-4 (High Density Residential) under Resolution of Intent to C-2 (Limited Commercial)
West	Multi-Family Housing	C (Commercial)	C-2 (Limited Commercial) and R-4 (High Density Residential) under Resolution of Intent to C-2 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Overlay District – Office Core District	X		N/A
A-O Airport Overlay District	X		N/A
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Downtown Centennial Plan (Office Core District) – The subject site is located within the boundaries of the Office Core District of the Centennial Plan and is considered the central business district of the valley. It is home to both governmental and corporate office uses and supports retail, restaurant, and other service uses necessary to complete an active Office Core. A vacation of 1st Street will aid in the consolidation of two city blocks for future development.

A-O (Airport Overlay) District - The subject site is located within the 200-foot contour of the North Las Vegas Airport Overlay Map. The requested Vacation does not affect the height limitations of the Airport Overlay District.

Live/Work Overlay District - The subject site is within the Live/Work Overlay District. The requested Vacation does not affect the Live/Work standards as outlined in Title 19.06.130.

Trails – There are no trails adjacent to the area to be vacated. A recently approved General Plan Amendment (GPA-32130) removed a portion of the previous Art Trail alignment along 1st Street, between Bonneville Avenue and Garces Avenue.

ANALYSIS

A) Planning discussion

The applicant is proposing a Vacation of 1st Street to remove a 376-foot long section of 80-foot wide public right-of-way from the Office Core District. 1st Street is designated as Minor Street by the Master Plan of Streets and Highways Map and classified as a Local Street. In the provided justification letter, it is the applicant's intent to consolidate two city blocks for future development. The total area of the proposed vacation consists of approximately 30,123 square feet of public right of way.

A Site Development Plan Review (SDR-27948) was approved by the City Council on 08/06/08 for a proposed 2.75 acre Transit Passenger Facility immediately south of the requested Vacation. This project is for the relocation of the Downtown Transportation Center. The approved site plan shows access points at Bonneville Avenue and Garces Avenue only. It is anticipated that the vacation of 1st Street will have minimal impact on the site circulation as all buses that would have used this right-of-way would now use Main Street, the next closest north/south street. There is a 24-foot adjustment to the north end of the proposed area to be vacated to allow for the possibility of the future widening of Bonneville Avenue.

Staff recommends approval of this petition to Vacate 1st Street, between Garces Avenue and Bonneville Avenue.

B) Public Works discussion

The following information is presented concerning this request to vacate certain public street right of ways:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *N/A as it will completely vacate 1st Street between Garces Avenue and Bonneville Avenue.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *Somewhat as traffic which currently travels uninterrupted on 1st Street will be diverted to the adjacent streets.*

C. Does it appear that the vacation request involves only excess right-of-way? *No, it is to vacate right-of-way to be incorporated into adjacent development.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, the new downtown transportation facility.*

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.*

PLANNING COMMISSION ACTION

There was one speaker in favor of this application at the Planning Commission Meeting.

ASSEMBLY DISTRICT 6

SENATE DISTRICT 3

NOTICES MAILED 2 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-30172 APN: 139-34-311-011-016

Name of Property Owner: LIVEWORK, LLC

Name of Applicant: FOREST CITY COMMERCIAL DEV. INC.

Name of Representative: DAVID MITCHELL

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 names(s) of the person or persons with whom the city Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s) _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: David Mitchell

Subscribed and sworn before me

This 12 day of September, 20 08

Shiloh D Ballantyne

Notary Public in and for said County and State

SHILOH D BALLANTYNE
Notary Public - State of New York
NO. 01BA6140624
Qualified in Queens County
My Commission Expires 1/30/10

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-30172** APN: 139-34-311-011-016

Name of Property Owner: WINK ONE, LLC

Name of Applicant: FOREST CITY COMMERCIAL DEV. INC.

Name of Representative: DAVID MITCHELL

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

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City Official: _____

Partner(s) _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: David Mitchell

Subscribed and sworn before me

This 12 day of September, 20 08

Notary Public in and for said County and State

SHILOH D BALLANTYNE
Notary Public - State of New York
NO. 01BA6140624
Qualified in Queens County
My Commission Expires 1/30/10

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-30172 APN: 139-34-311-011-016

Name of Property Owner: FC VEGAS 20, LLC

Name of Applicant: FOREST CITY COMMERCIAL DEV. INC.

Name of Representative: DIMITRI VAZELAKIS

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?

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City Official: _____

Partner(s) _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Dimitri Vazelakis, Vice President

Subscribed and sworn before me

This 10 day of 9 ,2008

_____

Notary Public in and for said County and State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles }

On Sept. 12, 2008 (Date) before me, Lisa M. Stevens, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Dimitri Vazelakis (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

LISA M. STEVENS
Commission # 1575735
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2009

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M. Stevens (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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Signer's Name: Dimitri Vazelakis
☐ Individual
☑ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-30172 APN: 139-34-301-008

Name of Property Owner: FC RTC 20, LLC

Name of Applicant: FOREST CITY COMMERCIAL DEV. INC.

Name of Representative: DIMITRI VAZELAKIS

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

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City Official: _____

Partner(s) _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Dimitri Vazelakis, Vice President

Subscribed and sworn before me

This 10 day of 9 ,2008

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LISA M. STEVENS
Commission # 1575735
Notary Public - California
Los Angeles County
My Comm. Expires May 3, 2009

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa M Stevens (Signature of Notary Public)

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-30172** APN: 139-34-301-008

Name of Property Owner: FC RTC 39, LLC

Name of Applicant: FOREST CITY COMMERCIAL DEV. INC.

Name of Representative: DIMITRI VAZELAKIS

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☐ **Yes** ☒ **No**

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Partner(s) _____ _____

APN: _____

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Print Name: Dimitri Vazelakis, Vice President

Subscribed and sworn before me

This 12 day of 9 ,2008

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My Comm. Expires May 3, 2009

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PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-30172** APN: 139-34-311-011-016

Name of Property Owner: FC VEGAS 39, LLC

Name of Applicant: FOREST CITY COMMERCIAL DEV. INC.

Name of Representative: DIMITRI VAZELAKIS

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My Comm. Expires May 3, 2009

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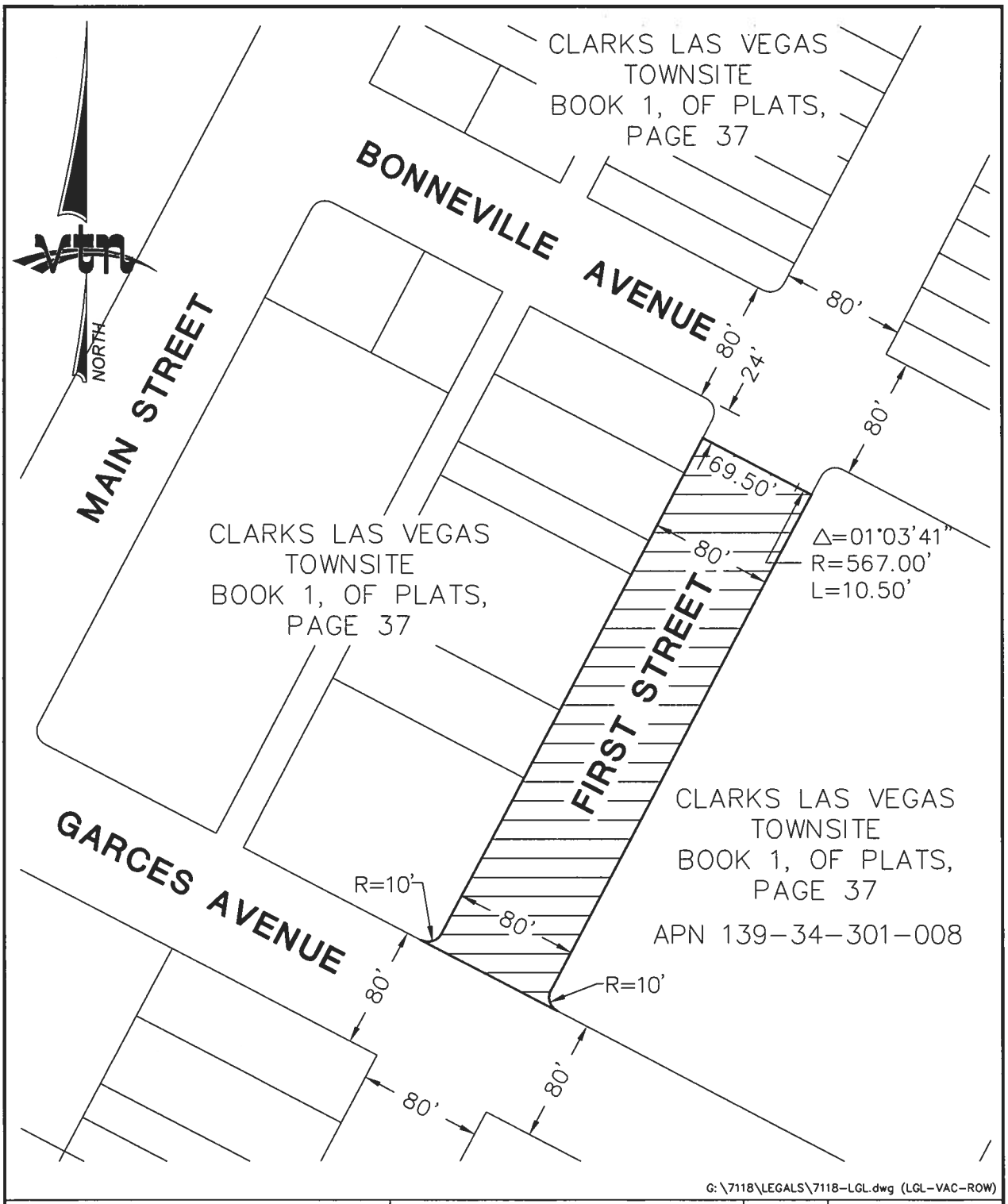


G:\7118\LEGALS\7118-LGL.dwg (LGL-VAC-ROW)

2727 S. RAINBOW BOULEVARD
LAS VEGAS, NEVADA 89146-5148

VACATION
RIGHT-OF-WAY
FIRST STREET

EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SCALE	HORZ. **NONE**
	VERT. **NA**
W.O. NO.	**7118**
DRAWN BY:	**BT**
DATE:	**03/02/09**
SHEET	**1** OF **1**



VAC-30172 - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC, ET AL
APRIL 9, 2009 PLANNING COMMISSION

02/19/09



VAC-30172 - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC, ET AL
APRIL 9, 2009 PLANNING COMMISSION

02/19/09



VAC-30172 - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC, ET AL
APRIL 9, 2009 PLANNING COMMISSION

02/19/09



VAC-30172 - APPLICANT: FOREST CITY COMMERCIAL DEV, INC. - OWNER: LIVEWORK, LLC, ET AL
APRIL 9, 2009 PLANNING COMMISSION

02/19/09

vtn nevada
CONSULTING ENGINEERS • PLANNERS • SURVEYORS
PROVIDING QUALITY PROFESSIONAL
SERVICES SINCE 1960

9/16/2008
W.O. 7118

City of Las Vegas Planning & Development Department
Current Planning Division
731 South Fourth Street
Las Vegas, Nevada 89101

RE: JUSTIFICATION FOR VACATION OF FIRST STREET

On behalf of our client, Forest City Commercial Development Inc., VTN Nevada respectfully submits this vacation application to vacate First Street between Bonneville Avenue and Garces Avenue.

Forest City intends to master plan the entire 2 city blocks bisected by First Street between Bonneville Avenue and Garces Avenue. The vacation will allow for continuity throughout the project located within the downtown re-development area. Forest City has been working with City staff on this proposed project and the processing of the requested vacation has been requested at this time.

We appreciate your consideration of this request. Should you have any questions or concerns please contact me at 702-873-7550.

Sincerely,

VTN NEVADA

David Edwards, P.E.
Principal

VAC-30172
03/26/09 PC

2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NEVADA 89146-5148
TEL. (702) 873-7550 FAX: 362-2597

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

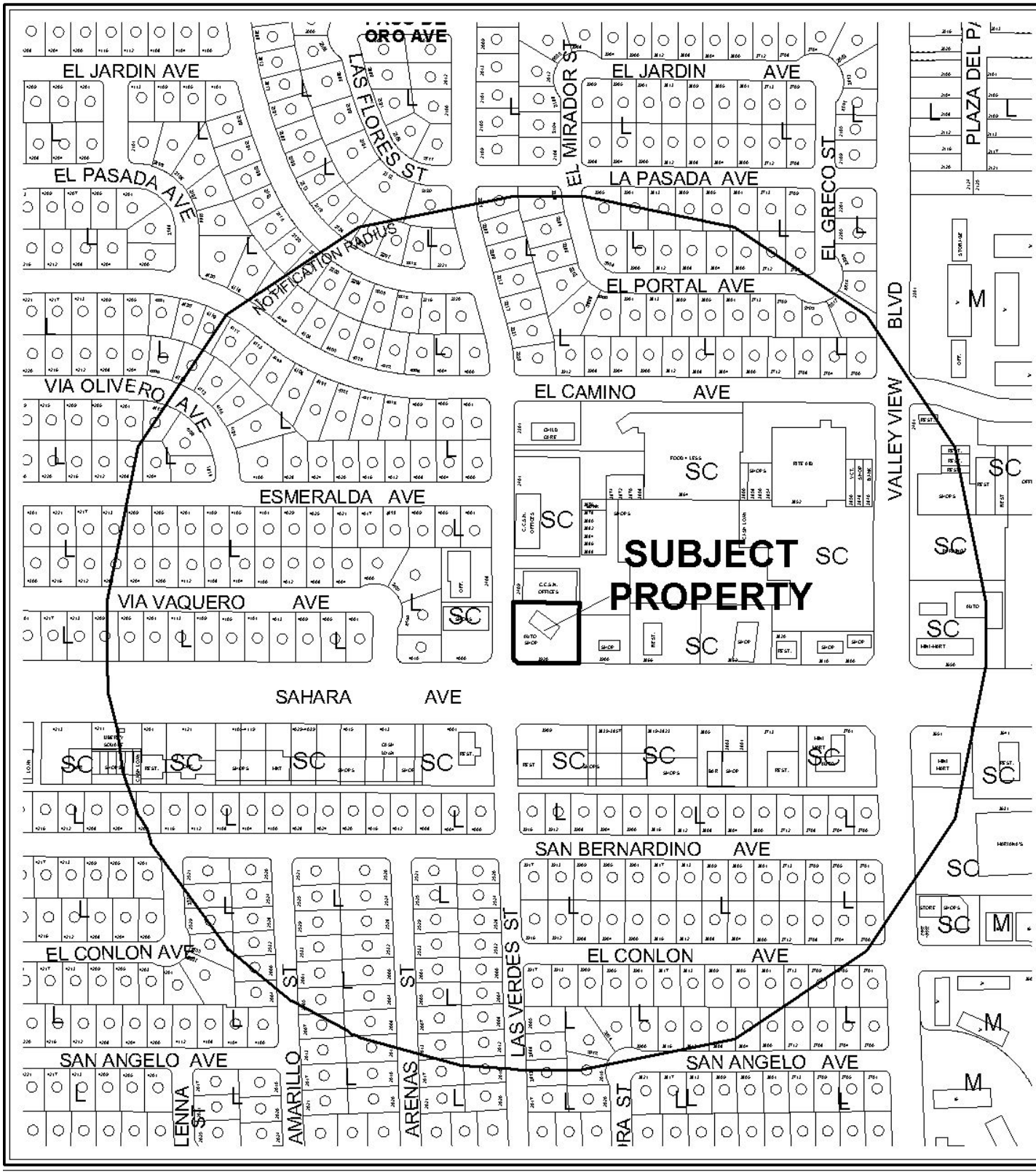
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-32167 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (3-2 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 01-22-2009 Planning Commission Meeting Item 23



0 300 600 Feet

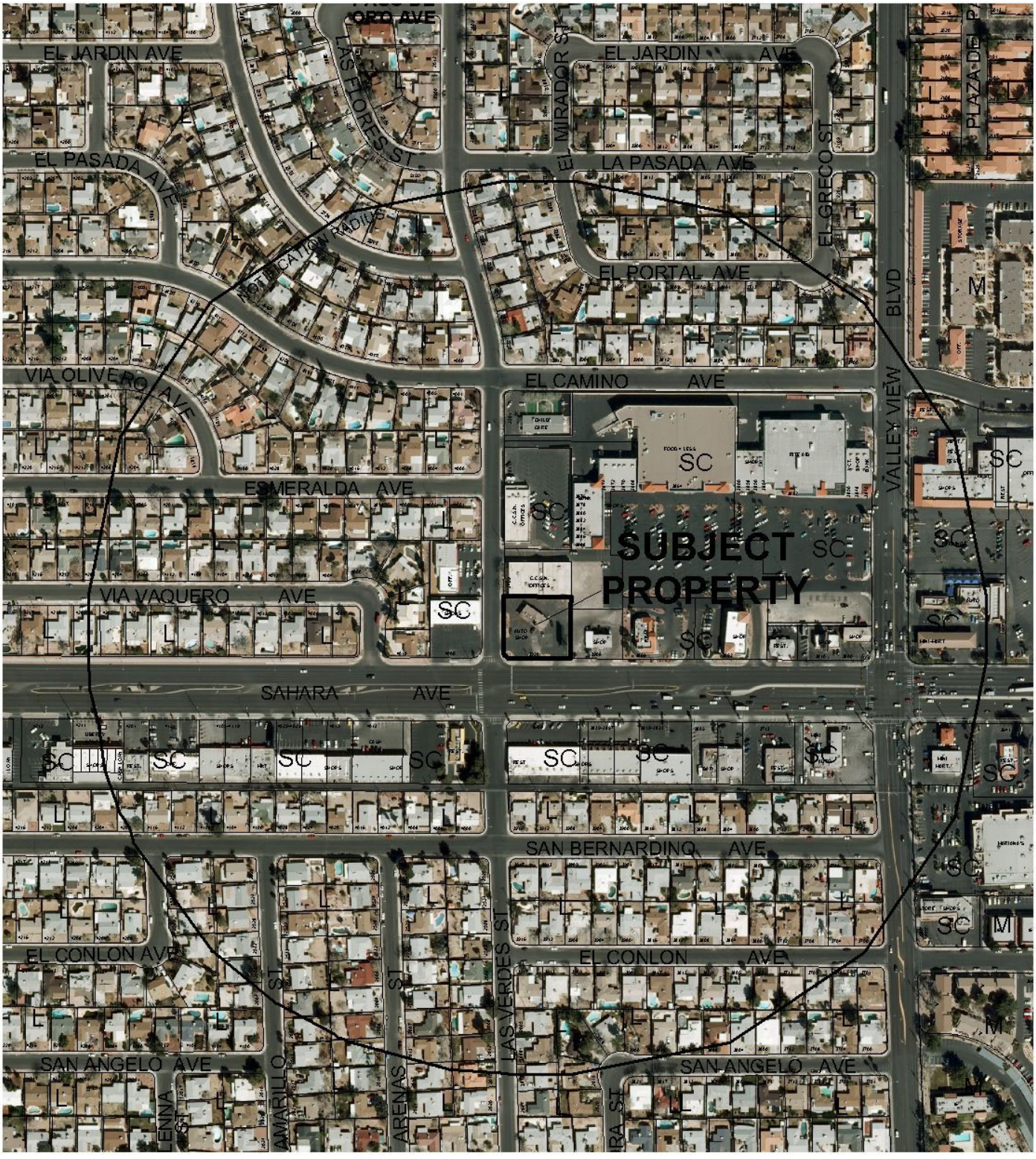
CASE: **GPA-32167**

RADIUS: 1000 FT

GENERAL LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **GPA-32167**

RADIUS: 1000 FT

GENERAL LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (3-2/vq/gt vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) to GC (General Commercial) on 0.55 acres located at 3920 West Sahara Avenue. In addition to this application, the applicant has submitted a request for a Rezoning (ZON-32168) from C-1 (Limited Commercial) to C-2 (General Commercial), a Special Use Permit (SUP-32548) to allow Motor Vehicle Sales (Used) with a Waiver to allow a 23,900 square-foot lot where 25,000 square feet is the minimum required and a Major Amendment to an approved Site Development Plan Review (SDR-32549) for a proposed Motor Vehicle Sales (Used) Establishment. Staff has determined that the proposed General Plan Amendment would create an isolated General Plan land use designation of GC (General Commercial), with the nearest related uses located nearly one mile to the west at Decatur Boulevard. In addition, the range of uses permitted within a GC (General Commercial) land use designation will be much more intense than those permitted by the existing SC (Service Commercial) land use designation; therefore, denial of this request is recommended.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
c. 1965	The existing structure at 3920 West Sahara Avenue was constructed.
11/15/95	The City Council approved a Variance (V-0136-95) to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a C-C (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment recommended denial of this request.
05/27/97	The City Council approved a Rezoning (Z-0029-97) from C-C (Neighborhood Commercial Center) to C-1 (Limited Commercial) at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/17/01	The City Council approved a Required Five-Year Review [V-0136-95(1)] to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a CC (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment made no recommendation due to a conflict of interest, staff recommended approval of this request.
07/17/02	The City Council approved a Special Use Permit (U-0053-02) to allow a Minor Automotive Repair Facility located at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/05/02	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-1167) for the conversion of an existing Retail building for use as a Minor Automotive Repair Facility on 0.55 acres located at 3920 West Sahara Avenue.

05/12/04	A Code Enforcement complaint (#14751) was issued against 3920 West Sahara Avenue for signage violations. The case was resolved 10/26/04.
09/13/04	A Code Enforcement complaint (#21525) was issued against 3920 West Sahara Avenue for a vehicle for sale on the subject property. The case was resolved 09/13/04.
04/19/06	The City Council approved a Required Two-Year Review (RQR-11432) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/17/08	A Code Enforcement complaint (#72824) was issued against 3920 West Sahara Avenue for graffiti, signage, weeds, and landscape violations. The case is still open pending resolution.
02/04/09	The City Council will consider a request for a Required Review of an approved Variance (V-0136-95) for a 40-foot tall, 14-foot x 48-foot Off-Premise Sign (Billboard) where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/22/09	The Planning Commission recommended denial of companion items ZON-32168, SUP-32548 and SDR-32549 concurrently with this application. The Planning Commission voted 3-2/vq/gt to recommend DENIAL (PC Agenda Item #23/dc).
Related Building Permits/Business Licenses	
12/21/95	A building permit (#95885147) was issued for the installation of a 14-foot x 48-foot Off Premise Advertising (Billboard) Sign at 3920 West Sahara Avenue. The permit received final approval on 02/20/96.
01/16/03	A building permit (#03000927) was issued for the installation of a sign (Tag #06611) at 3920 West Sahara Avenue. The permit received final approval on 01/27/03.
01/23/03	A Non-Work Certificate of Occupancy (#03000658) was issued at 3920 West Sahara Avenue.
03/20/03	A business license (#G02-00652) was issued for minor automotive/brake repair at 3920 West Sahara Avenue. The business license was marked out on 12/11/08.
Pre-Application Meeting	
11/14/08	A pre-application meeting was held with the applicant to discuss the submittal requirements for a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review to allow a proposed Motor Vehicle Sales, Used business were addressed.

Neighborhood Meeting	
12/10/08	A neighborhood meeting was held at the Palace Station Hotel and Casino, 2nd floor Training Room, 2411 West Sahara Avenue, Las Vegas, Nevada 89102. There was one representative of the applicant, one member of Planning and Development Staff, the Ward 1 Councilwoman and Liaison, and six members of the general public in attendance. The applicant explained the proposed change in the use of the property, and the associated requirement for a General Plan Amendment and Rezoning. Questions and comments from the public were as follows: • Concerns were raised about patrons test driving vehicles in the residential neighborhood to the north of the subject site. The applicant responded that they were amenable to restrictions on test drives and would also support right-turn restrictions from the property onto Las Verdes Street in order prevent commercial traffic from entering the residential neighborhood. • Concerns were raised about vehicular traffic and the fact that the property is along a route children use to walk to school, and that there is also a day care center north of the subject property. The Ward 1 Liaison noted that Las Verdes Street has been selected for pedestrian improvements under the "Safe Routes to School" program. • A question was raised regarding whether there would be limits on the number of cars on display. It was suggested that a restriction of approximately 10-12 cars as a condition of approval might be appropriate. • A resident asked if there would be adequate parking for patrons on site; the applicant responded that the code requires adequate parking for customers in addition to the space used for vehicle display. • A question was asked as to the age of the vehicles that would be sold; a concern was noted over the aesthetics of having numerous older vehicles stored on the property. The applicant stated that she didn't know the average age of the vehicles, but stated that the zoning code did not allow the storage of inoperative or "junked" vehicles under the proposed use category. • A resident asked if the existing buildings were going to be demolished for the new business; it was explained that the existing buildings would remain in place. • A question was raised as to whether repairs would be done on site; the applicant explained that minor repairs would be done in order to prepare the vehicles for sale, but that this was not to be an automotive repair facility. The general consensus among the residents was that the use would not be obtrusive as long as restrictions were put in place to prevent test drives in the residential neighborhood, and that it would be better to have the site occupied rather than sitting vacant.

Field Check	
12/17/08	A field check was performed by staff at the subject property. The site was noted as a vacant commercial building with weeds and debris on site. Some faded parking lot striping was noted, the building contained a non-permitted temporary sign (banner) and a dead tree was observed in the western landscape buffer. Additionally the site was noted to be in violation of Conditions #1 and #2 of Site Development Plan Review (SDR-1167), which required the rooftop mechanical equipment to be screened and a trash enclosure to be built on site.

Details of Application Request	
Site Area	
Gross Acres	0.55

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
East	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200 Feet)	X		Y*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 200-foot height limitation contour. The existing building on the subject property does not extend beyond this limitation.

ANALYSIS

The subject site is located in the Southeast Sector of the 2020 Master Plan and has a current General Plan designation of SC (Service Commercial). This is a proposal to amend the General Plan designation to GC (General Commercial). The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

A companion application to Rezone (ZON-32168) the site from the C-1 (Limited Commercial) district to the C-2 (General Commercial) district has also been submitted by the applicant. The proposed C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

With the approval of this proposed General Plan Amendment to the GC (General Commercial) land use designation and Rezoning (ZON-32168) to the C-2 (General Commercial) zoning district, the proposed Motor Vehicle Sales (Used) associated with this development is a permissible use. The surrounding parcels to the north, south, east and west all carry a SC (Service Commercial) General Plan land use designation with related zonings of C-1 (Limited Commercial). This request to amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) to GC (General Commercial) is inconsistent with the surrounding land uses and will result in an isolated land use designation for the subject property. The range of uses permitted within a GC (General Commercial) land use designation are much more intense than those permitted under the current land use designation and will have a negative impact on the surrounding area; therefore, staff recommends denial of this request.

FINDINGS

Section 19.18.030.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,

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 Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The proposed GC (General Commercial) General Plan designation for the subject property is not compatible with the existing SC (Service Commercial) properties that surround the site. The increase in the intensity will not only create an incompatibility and inconsistency with the surrounding area but will also set an undesirable precedent for the surrounding commercial properties.

In regard to "2":

The C-2 (General Commercial) zoning designation allowed by the proposed General Plan Amendment will be much more intense than the zoning districts permitted by the surrounding SC (Service Commercial) land use designations. The C-2 (General Commercial) zoning district will be the most intense use within the surrounding area and will permit the broadest scope of commercial development and therefore not compatible with the surrounding uses.

In regard to "3":

Access to the site is provided by Sahara Avenue, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. Las Verdes Street, a 51-foot Local Street, as designated by the Master Plan of Streets and Highways, provides secondary access to the subject site. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

In regard to "4":

No other plans apply to this site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 301 by City Clerk

APPROVALS 0

PROTESTS 7

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-32167 APN: 162-06-801-005

Name of Property Owner: Beard Family Trust

Name of Applicant: P's Auto Sales

Name of Representative: Tabitha Fiddyment

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Beard Family Trust - Ephraim Beard - Trustee

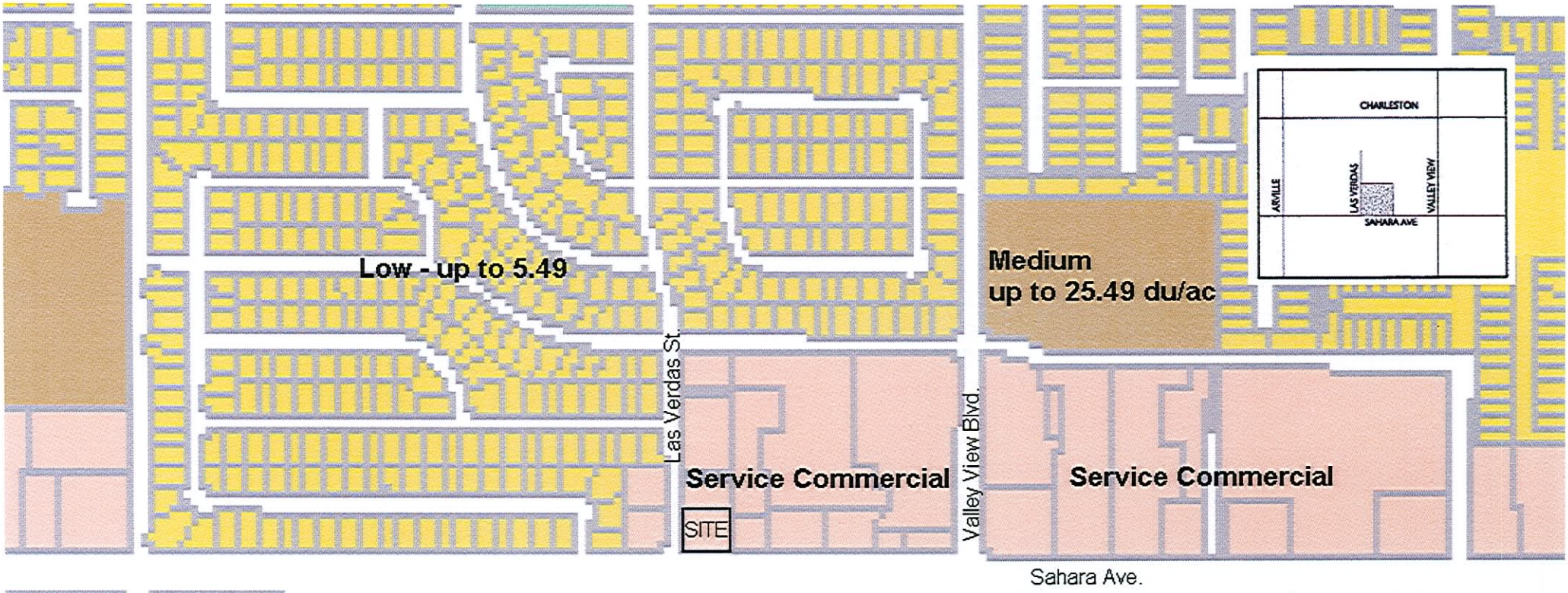
Print Name: BEARD FAMILY TRUST EPHRAIM BEARD - TRUSTEE

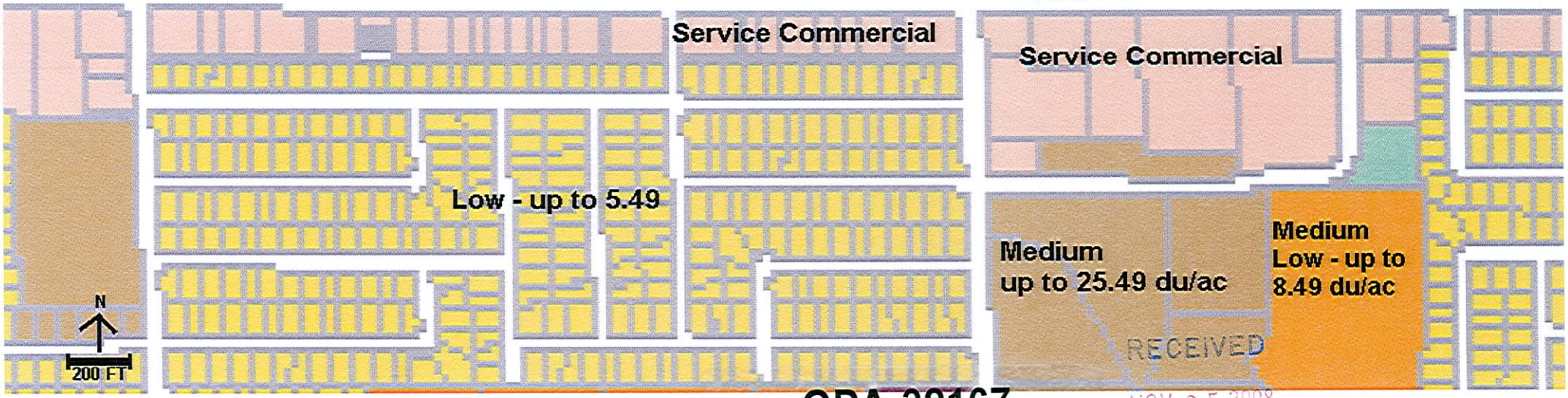
Subscribed and sworn before me

This 25 day of NOV., 2008

Notary Public in and for said County and State

ABDUL KALIM
COMM. # 1800464
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JUL. 2, 2012





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NOV 25 2008

GPA-32167
01/08/09 PC



GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



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12/04/08



GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
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JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



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JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08

KUMMER KAEMPFER

ATTORNEYS AT LAW

LAS VEGAS OFFICE
info@kkbrf.com

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 25, 2008

CITY OF LAS VEGAS
PLANNING DEPARTMENT
731 S. Fourth Street
Las Vegas, NV 89101

Re: ***Justification Letter – APN 162-06-801-005***
General Plan Amendment and Zone Change
P's Auto Sales

To Whom It May Concern:

This office represents the applicant in the above referenced matter. This application is a request for a general plan amendment from Service Commercial to General Commercial and a zone change from C-1 to C-2 for a parcel located on the northwest corner of Las Verdas Street and Sahara Avenue.

The subject site is part of an overall commercial center containing a variety of uses including, retail restaurant and office tenants. The existing building was previously entitled and utilized as a automobile repair shop that has since gone out of business. The site is part of large commercial center, surrounded by commercial uses to the north, east, south and west and is located on a 100 foot arterial, Sahara Avenue. Consequently, the proposed general plan amendment and zone change are entirely consistent with the area and will not have an adverse impact on surrounding properties.

We appreciate your kind consideration of our request. Should you have any questions, please call me. Thank you very much.

Sincerely,

Tabitha Fiddyment

Tabitha D. Fiddyment
KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

GPA-32167
01/08/09 PC

LAW FIRMS WORLDWIDE MERITAS

KUMMER KAEMPFER
ATTORNEYS AT LAW

KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

LAS VEGAS OFFICE

TABITHA D. FIDDYMENT
tfiddyment@kkbrf.com
702.792.7051

RECEIVED
CITY CLERK

2009 FEB 17 P 3:18

February 17, 2009

VIA FACSIMILE
385-7268

Mr. Peter Lowenstein, AICP
Planning Supervisor
LAS VEGAS PLANNING & DEVELOPMENT
731 South Fourth Street
Las Vegas, NV 89101

Re: GPA-32167, ZON-32168, SUP-32548 & SDR-32549
P's Auto Sales
2/18/09 City Council Hearing

Dear Pete:

This office represents the applicant in the above-referenced matter. We respectfully request this matter be held from the presently scheduled City Council hearing of February 18, 2009 for two weeks until **March 4, 2009.**

Thank you for your consideration.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Tabitha Fiddyment

Tabitha D. Fiddyment

TDF/sli

Submitted after final agenda

Date 2/17/09 Item 81-84
W-1

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15563.1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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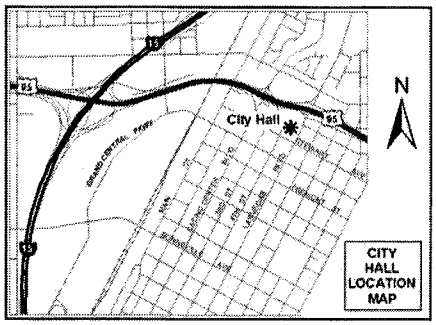
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

2009 FEB 10 A 10:45 CITY CLERK

CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

LAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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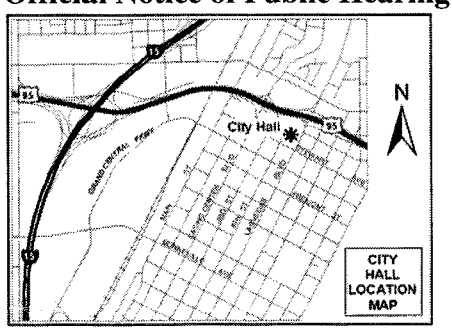
MAILED FROM ZIP CODE 89101

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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

2009 FEB 10 A 10:51 CITY CLERK

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

Submitted after final agenda

Date 2/10/09 **Item** 81182
W-1

LAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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02 1M $ 00.39⁴
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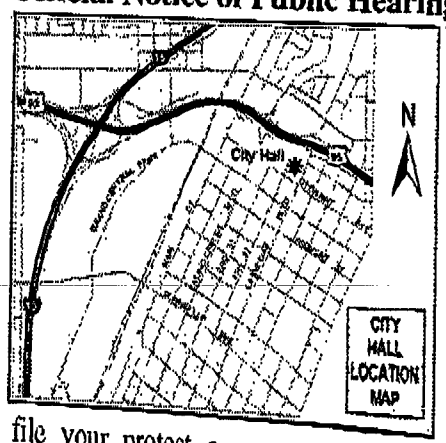
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

City Council Meeting of 2/18/2009

a grammer school is only 4 blocks away, this is a school crossing. This will create too much additional traffic.

LAVDS11 89102

2009 FEB 11 A 8:44

RECEIVED CITY CLERK

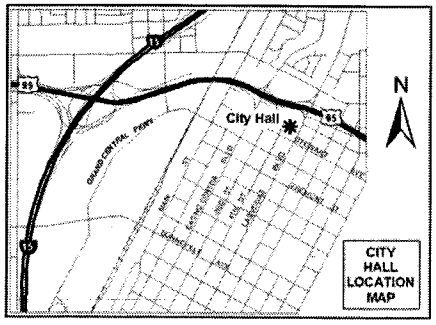
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.394
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:05

DEY FAMILY TRUST 2000
DEY EARL MELVIN & MARILYNN L TRS
4109 VIA VAQUERO AVE
LAS VEGAS NV 89102-3769

LAVDS11 89102

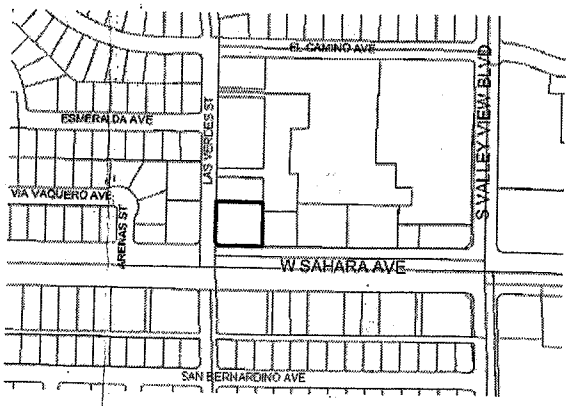
Application Information

GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

ZON-32168 APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

This is too congested an area for any Business of this Kind. But no one listens to us anyway.

Application Location



The proposed project may not pertain to the entire highlighted project site.

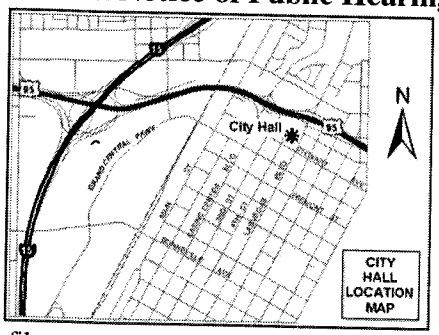
Public Hearing Information

Meeting: City Council
Date: ***February 18, 2009***
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-6311 (TDD 386-9108).

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2009 FEB 12 A 11:40

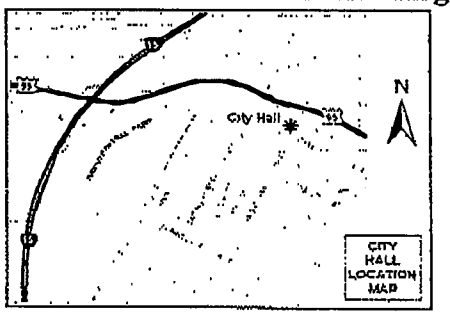
JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

LAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2009 FEB 12 P 2:22

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

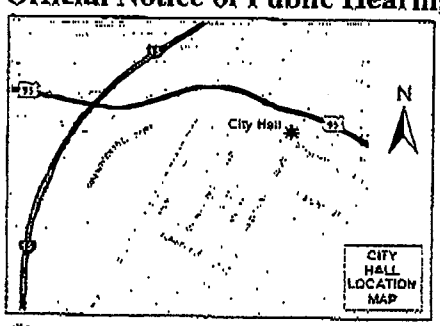
City Council Meeting of 2/18/2009

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVDS11 89180

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

GPA-32167 & ZON-32168

City Council Meeting of 2/18/2009

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVDS11 89180

RECEIVED
CITY CLERK

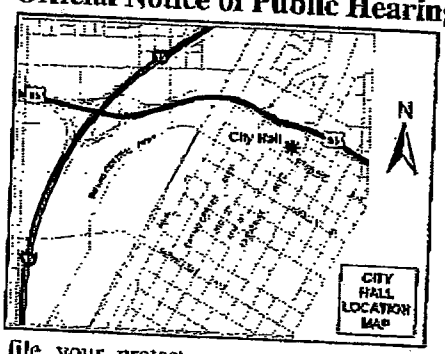
2009 FEB 17 A 9:40

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES 2009 FEB 17
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

This area is already too commercialized! Please help clean the community by removing massage parlors & graffiti!! And please vote NO on this Used Auto Sales!

We are watching what you do Mrs. Tarkanian.

LOPEZ RAFAEL & GRACIELA
3901 EL CONLON AVE
LAS VEGAS NV 89102-5862

LAVDS11 89102

Submitted after final agenda

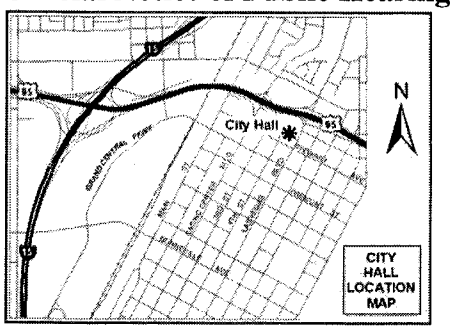
Date 2/17/09 Item 81 & 82 W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

B K B K INC
%B KATZ
10353 GRIZZLY CREEK ST
LAS VEGAS NV 89178-3532

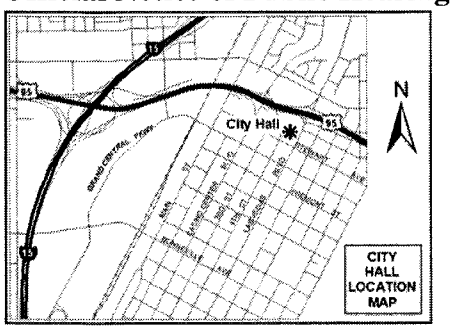
LAVDS11 89178

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

LESARDE ENTERPRISES LTD
%N CARABET
7730 GRAYSTONE DR
WEST HILLS CA 91304-6148

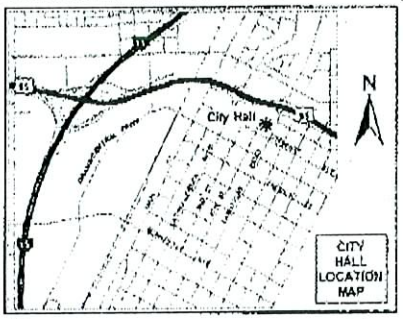
LAVDS11 91304

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.39⁴
0004239954 DEC 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
DEC 30 2008

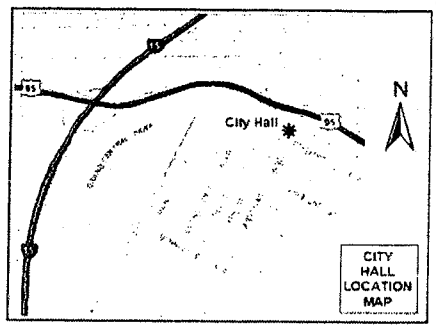
Case: GPA-32167

16206810013
GORDON SAMUEL J
2124 LOS ALTOS ST
LAS VEGAS NV 89102-3772

#32-33
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

$ 00.39[4]

RECEIVED
JAN 06 2009

Case: GPA-32167
16206810067
WOODARD AUSTIN W JR & SHAWN R
4012 ESMERALDA AVE
LAS VEGAS NV 89102-3703

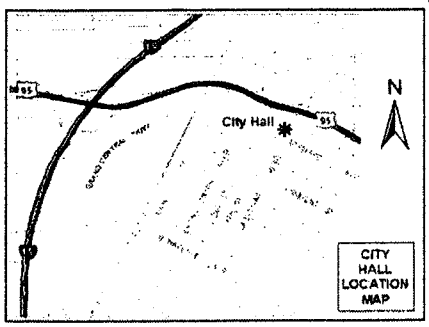
JAV0811 89102

Submitted after final agenda
Date P Item 32-33

Submitted after final agenda
Date 1-8-09 Item 32-33

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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0004239954 DEC 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
JAN 02 2009

Case: GPA-32167
16206812070
DEY FAMILY TRUST 2000
4109 VIA VAQUERO AVE
LAS VEGAS NV 89102-3769

JAVDS11 89102

Submitted after final agenda
Date P Item 32-33

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

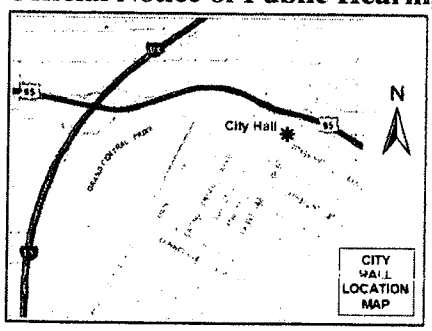
UNITED STATES POSTAGE

$ 00.39[4]

DEC 26 2008

MAILED FROM ZIPCODE 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.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

RECEIVED
JAN 02 2009

Case: GPA-32167

16206810106
CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

Submitted after final agenda
Date P Item 32-33

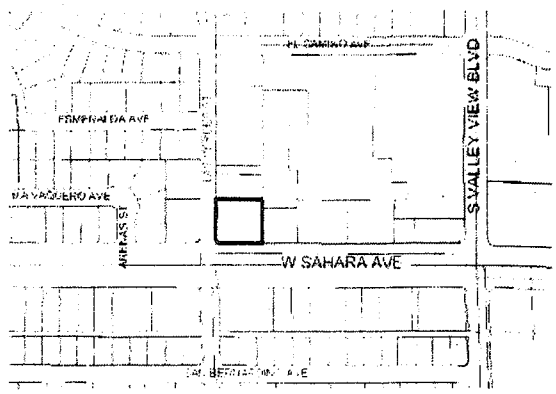
Application Information

GPA-32167 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

ZON-32168 - REZONING RELATED TO GPA-32167 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

CAR LOT - NO, NO, NO

Application Location



The proposed project may not pertain to the entire highlighted project site.

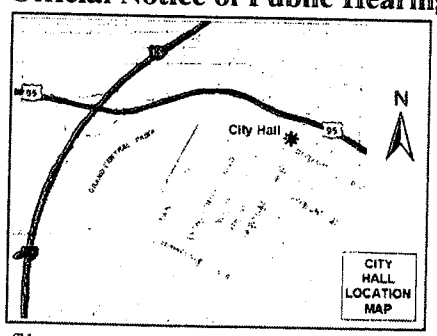
Public Hearing Information

Meeting:	Planning Commission
Date:	***January 08, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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 Planning and Development Department, Development Services Center, 731 South Fourth Street, 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. You may not receive an additional notice for the City Council meeting. For further information, please call (702) 229-6301 (TDD 386-9108) http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168
Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
JAN 02 2009

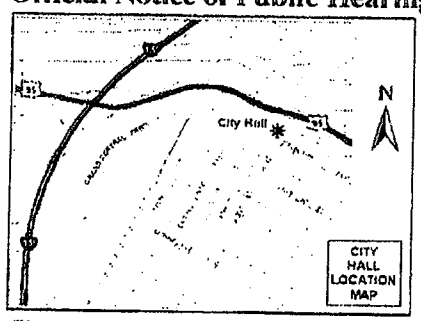
Case: GPA-32167
16206811043
WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

Submitted after final agenda
Date P Item 32-33

JAN 05 11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

RECEIVED
JAN 02 2009

Case: GPA-32167

16208101001
UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

Submitted after final agenda

Date P Item 32-33

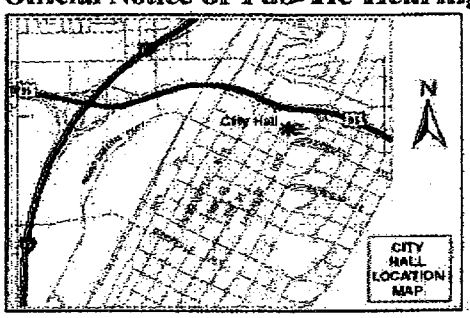
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39
0004239954 DEC 26 200
MAILED FROM ZIP CODE 8910

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

RECEIVED
JAN 05 2009

Case: GPA-32167
16207513012
JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

Submitted after final agenda

Date P Item 32-33

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

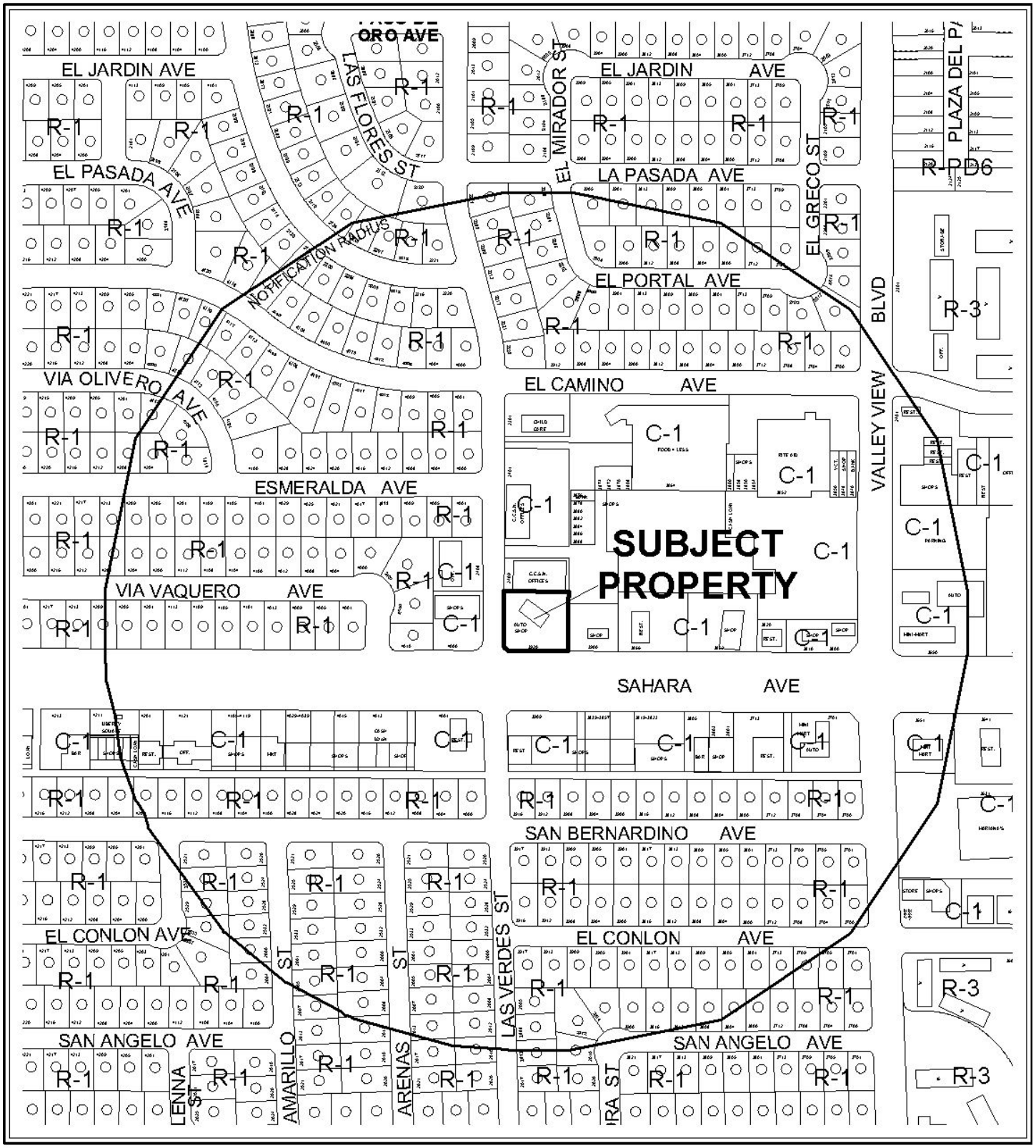
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-32168 – ABEYANCE ITEM - REZONING RELATED TO GPA-32167 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (3-2 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 01-22-2009 Planning Commission Meeting Item 24



0 300 600 Feet

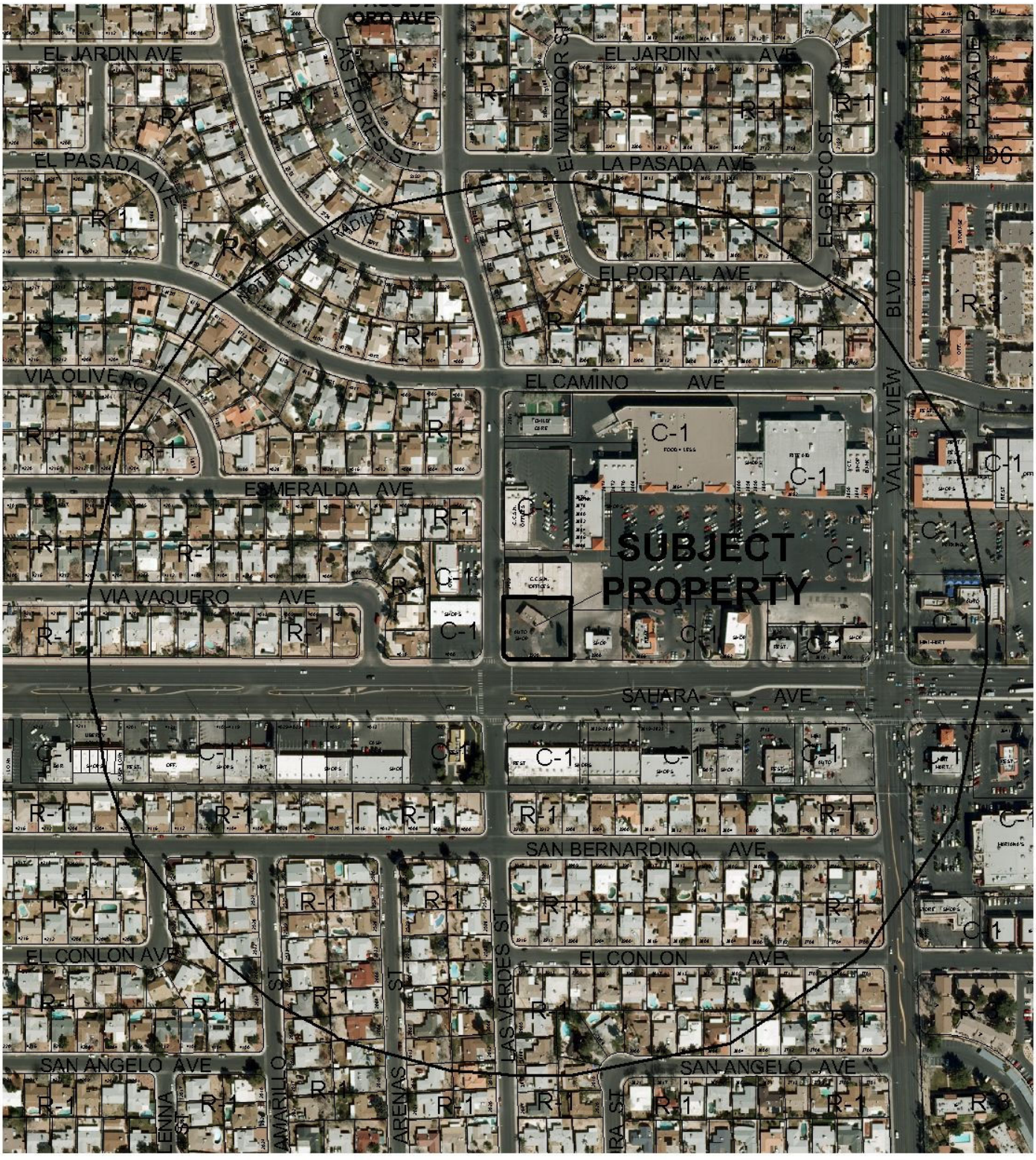
CASE: **ZON-32168**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-32168**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-32168 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (3-2/vq/gt vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning from C-1 (Limited Commercial) to C-2 (General Commercial) on 0.55 acres located at 3920 West Sahara Avenue. The subject site is an existing commercial building which was recently utilized as an Auto Repair Garage, Minor. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-32167) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial), a Special Use Permit (SUP-32548) to allow Motor Vehicle Sales (Used) with a Waiver to allow a 23,900 square-foot lot where 25,000 square feet is the minimum required and a Major Amendment to an approved Site Development Plan Review (SDR-32549) for a proposed Motor Vehicle Sales (Used) Establishment.

The surrounding properties to the north, south, east and west are all zoned C-1 (Limited Commercial) with General Plan designations of SC (Service Commercial). Staff finds that this proposal meets the Title 19.20.020 definition of "Spot Zoning", which is, "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." The proposed Rezoning and associated General Plan Amendment (GPA-32167) will result in the subject property being zoned in isolation from other similarly zoned parcels, and the intensity of uses that will be permitted within the proposed C-2 (General Commercial) zone will be much more intense than those currently permitted under the C-1 (Limited Commercial) zone; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
c. 1965	The existing structure at 3920 West Sahara Avenue was constructed.
11/15/95	The City Council approved a Variance (V-0136-95) to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a C-C (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment recommended denial of this request.
05/27/97	The City Council approved a Rezoning (Z-0029-97) from C-C (Neighborhood Commercial Center) to C-1 (Limited Commercial) at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/17/01	The City Council approved a Required Five-Year Review [V-0136-95(1)] to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a CC (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment made no recommendation due to a conflict of interest, staff recommended approval of this request.

07/17/02	The City Council approved a Special Use Permit (U-0053-02) to allow a Minor Automotive Repair Facility located at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/05/02	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-1167) for the conversion of an existing Retail building for use as a Minor Automotive Repair Facility on 0.55 acres located at 3920 West Sahara Avenue.
05/12/04	A Code Enforcement complaint (#14751) was issued against 3920 West Sahara Avenue for signage violations. The case was resolved 10/26/04.
09/13/04	A Code Enforcement complaint (#21525) was issued against 3920 West Sahara Avenue for a vehicle for sale on the subject property. The case was resolved 09/13/04.
04/19/06	The City Council approved a Required Two-Year Review (RQR-11432) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/17/08	A Code Enforcement complaint (#72824) was issued against 3920 West Sahara Avenue for graffiti, signage, weeds, and landscape violations. The case is still open pending resolution.
02/04/09	The City Council will consider a request for a Required Review of an approved Variance (V-0136-95) for a 40-foot tall, 14-foot x 48-foot Off-Premise Sign (Billboard) where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/22/09	The Planning Commission recommended denial of companion items GPA-32167, SUP-32548 and SDR-32549 concurrently with this application. The Planning Commission voted 3-2/vq/gt to recommend DENIAL (PC Agenda Item #24/dc).
Related Building Permits/Business Licenses	
12/21/95	A building permit (#95885147) was issued for the installation of a 14-foot x 48-foot Off Premise Advertising (Billboard) Sign at 3920 West Sahara Avenue. The permit received final approval on 02/20/96.
01/16/03	A building permit (#03000927) was issued for the installation of a sign (Tag #06611) at 3920 West Sahara Avenue. The permit received final approval on 01/27/03.
01/23/03	A Non-Work Certificate of Occupancy (#03000658) was issued at 3920 West Sahara Avenue.
03/20/03	A business license (#G02-00652) was issued for minor automotive/brake repair at 3920 West Sahara Avenue. The business license was marked out on 12/11/08.
Pre-Application Meeting	
11/14/08	A pre-application meeting was held with the applicant to discuss the submittal requirements for a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review to allow a proposed Motor Vehicle Sales, Used business were addressed.

Neighborhood Meeting	
12/10/08	A neighborhood meeting was held at the Palace Station Hotel and Casino, 2nd floor Training Room, 2411 West Sahara Avenue, Las Vegas, Nevada 89102. There was one representative of the applicant, one member of Planning and Development Staff, the Ward 1 Councilwoman and Liaison, and six members of the general public in attendance. The applicant explained the proposed change in the use of the property, and the associated requirement for a General Plan Amendment and Rezoning. Questions and comments from the public were as follows: • Concerns were raised about patrons test driving vehicles in the residential neighborhood to the north of the subject site. The applicant responded that they were amenable to restrictions on test drives and would also support right-turn restrictions from the property onto Las Verdes Street in order prevent commercial traffic from entering the residential neighborhood. • Concerns were raised about vehicular traffic and the fact that the property is along a route children use to walk to school, and that there is also a day care center north of the subject property. The Ward 1 Liaison noted that Las Verdes Street has been selected for pedestrian improvements under the "Safe Routes to School" program. • A question was raised regarding whether there would be limits on the number of cars on display. It was suggested that a restriction of approximately 10-12 cars as a condition of approval might be appropriate. • A resident asked if there would be adequate parking for patrons on site; the applicant responded that the code requires adequate parking for customers in addition to the space used for vehicle display. • A question was asked as to the age of the vehicles that would be sold; a concern was noted over the aesthetics of having numerous older vehicles stored on the property. The applicant stated that she didn't know the average age of the vehicles, but stated that the zoning code did not allow the storage of inoperative or "junked" vehicles under the proposed use category. • A resident asked if the existing buildings were going to be demolished for the new business; it was explained that the existing buildings would remain in place. • A question was raised as to whether repairs would be done on site; the applicant explained that minor repairs would be done in order to prepare the vehicles for sale, but that this was not to be an automotive repair facility. The general consensus among the residents was that the use would not be obtrusive as long as restrictions were put in place to prevent test drives in the residential neighborhood, and that it would be better to have the site occupied rather than sitting vacant.

Field Check	
12/17/08	A field check was performed by staff at the subject property. The site was noted as a vacant commercial building with weeds and debris on site. Some faded parking lot striping was noted, the building contained a non-permitted temporary sign (banner) and a dead tree was observed in the western landscape buffer. Additionally the site was noted to be in violation of Conditions #1 and #2 of Site Development Plan Review (SDR-1167), which required the rooftop mechanical equipment to be screened and a trash enclosure to be built on site.

Details of Application Request	
Site Area	
Gross Acres	0.55

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
East	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200 Feet)	X		Y*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 200-foot height limitation contour. The existing building on the subject property does not extend beyond this limitation.

ANALYSIS

The subject site is located in the Southeast Sector of the 2020 Master Plan and has a current General Plan designation of SC (Service Commercial). A General Plan Amendment (GPA-32167) to change the designation to GC (General Commercial) has been submitted along with the Rezoning request. The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

This is a proposal to Rezone the site from C-1 (Limited Commercial) to C-2 (General Commercial). 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. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

The surrounding properties to the north, south, east and west are all zoned C-1 (Limited Commercial) with General Plan Designations of SC (Service Commercial). Staff finds that this proposal meets the Title 19.20.020 definition of "Spot Zoning", which is, "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." Because the applicant's proposal for a Rezoning to the C-2 (General Commercial) zoning district for a proposed Motor Vehicle Sales (Used) establishment cannot be accomplished without resulting in the subject parcel being zoned in isolation from the adjacent C-1 (Limited Commercial) zoned properties to the north, south, east and west, staff recommends denial of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

The proposed GC (General Commercial) land use designation on the subject parcel currently designated as SC (Service Commercial) is not compatible with the existing SC (Service Commercial) properties that surround the subject site. The increase in the intensity of uses creates an incompatibility with the surrounding properties; therefore staff recommends denial of this request and the affiliated companion items.

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."**

Although the requested C-2 (General Commercial) zoning district is the appropriate zoning district for the proposed GC (General Commercial) land use designation, this commercial district is incompatible with the surrounding C-1 (Limited Commercial) zoned properties to the north, south, east and west. The uses permitted by the proposed Rezoning will be much more intense than the planned 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 community do not indicate the need or appropriateness of the proposed rezoning. The proposed Rezoning will result in the subject property being in isolation from other similarly zoned parcels and will create an undesirable precedent for future similar Rezonings for the surrounding land uses and nearby neighborhoods.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

Access to the site is provided by Sahara Avenue, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. Las Verdes Street, a 51-foot Local Street, as designated by the Master Plan of Streets and Highways provides secondary access to the subject site. Although Rezoning the subject property to a C-2 (General Commercial) zoning district will intensify the land use and associated vehicular traffic, the existing street facilities are adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 301 by City Clerk

APPROVALS 0

PROTESTS 7

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-32168 APN: 162-08-801-006

Name of Property Owner: Beard Family Trust

Name of Applicant: P's Auto Sales

Name of Representative: Tabitha Fiddyment

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Beard Family Trust Ephraim Beard Trustee

Print Name: BEARD FAMILY TRUST
EPHRAIM BEARD - TRUSTEE

Subscribed and sworn before me

This 25 day of NOV., 2008

Notary Public in and for said County and State

ABDUL KALIM
COMM. # 1800454
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JUL. 2, 2012

Revised 11-14-06 f:\depot\Application Packet\Statement of Financial Interest.doc

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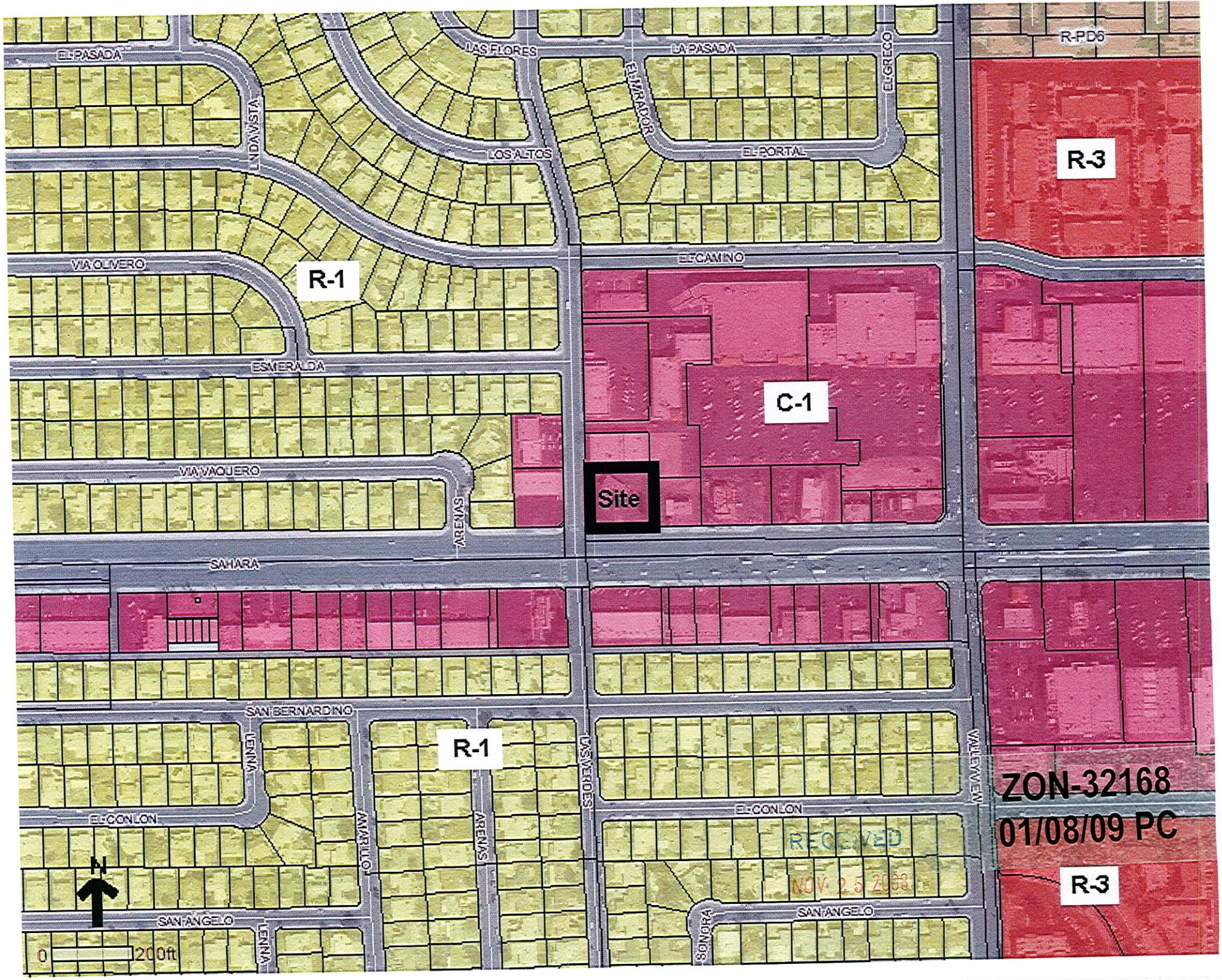

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LAS FLORES
LA PASADA
EL GRECO
R-PD6
LINDA VISTA
EL MIRADOR
LOS ALTOS
EL PORTAL
R-3
VIA OLIVERO
EL CAMINO
R-1
ESMERALDA
C-1
VIA VAQUERO
Site
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SAHARA
SAN BERNARDINO
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ZON-32168 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



ZON-32168 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



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JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



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12/04/08



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12/04/08



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3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



ZON-32168 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08

KUMMER KAEMPFER
ATTORNEYS AT LAW

KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

LAS VEGAS OFFICE
info@kkbrf.com

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel. 775.884.8300
Fax. 775.882.0257

November 25, 2008

CITY OF LAS VEGAS
PLANNING DEPARTMENT
731 S. Fourth Street
Las Vegas, NV 89101

Re: Justification Letter – APN 162-06-801-005
General Plan Amendment and Zone Change
P's Auto Sales

To Whom It May Concern:

This office represents the applicant in the above referenced matter. This application is a request for a general plan amendment from Service Commercial to General Commercial and a zone change from C-1 to C-2 for a parcel located on the northwest corner of Las Verdas Street and Sahara Avenue.

The subject site is part of an overall commercial center containing a variety of uses including, retail restaurant and office tenants. The existing building was previously entitled and utilized as a automobile repair shop that has since gone out of business. The site is part of large commercial center, surrounded by commercial uses to the north, east, south and west and is located on a 100 foot arterial, Sahara Avenue. Consequently, the proposed general plan amendment and zone change are entirely consistent with the area and will not have an adverse impact on surrounding properties.

We appreciate your kind consideration of our request. Should you have any questions, please call me. Thank you very much.

Sincerely,

Tabitha Fiddyment

Tabitha D. Fiddyment
KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

LAW FIRMS WORLDWIDE MERITAS

649132_1.DOC

ZON-32168
01/08/09 PC

15563.1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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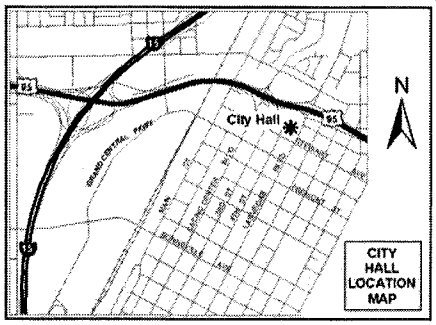
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

2009 FEB 10 A 10:45 CITY CLERK

CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

LAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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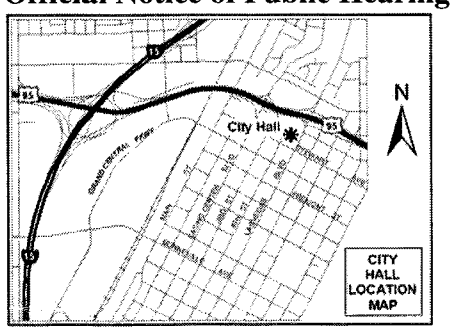

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GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

2009 FEB 10 A 10:51 CITY CLERK

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

Submitted after final agenda

Date 2/10/09 **Item** 81182
W-1

LAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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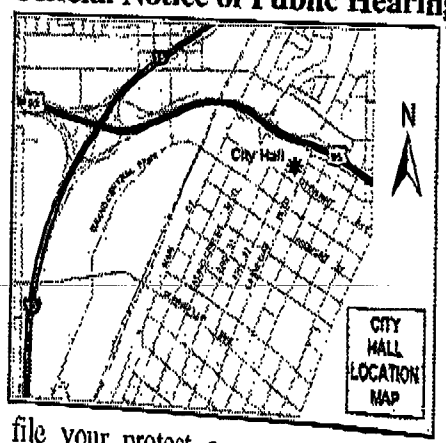

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

City Council Meeting of 2/18/2009

a grammar school is only 4 blocks away, this is a school crossing. This will create too much additional traffic.

LAVDS11 89102

2009 FEB 11 A 8:44

RECEIVED CITY CLERK

DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED
FIRST CLASS

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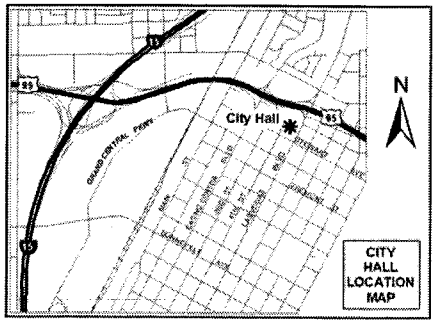

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:05

DEY FAMILY TRUST 2000
DEY EARL MELVIN & MARILYNN L TRS
4109 VIA VAQUERO AVE
LAS VEGAS NV 89102-3769

LAVDS11 89102

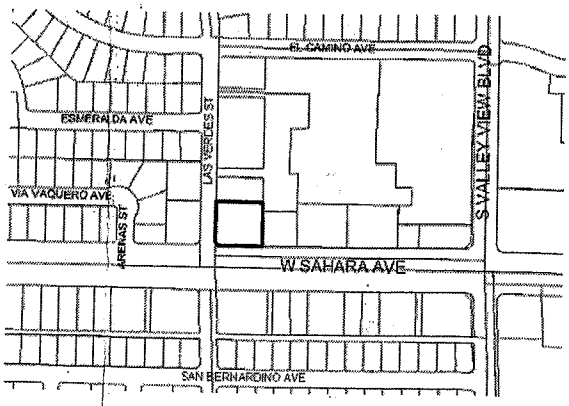
Application Information

GPA-32167 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

ZON-32168 APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

This is too congested an area for any Business of this Kind. But no one listens to us anyway.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: ***February 18, 2009***
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-6311 (TDD 386-9108).

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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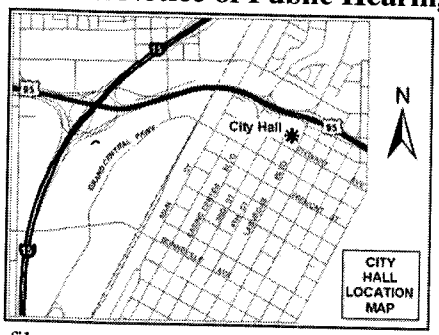
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

PRESORTED FIRST CLASS

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2009 FEB 12 A 11:40

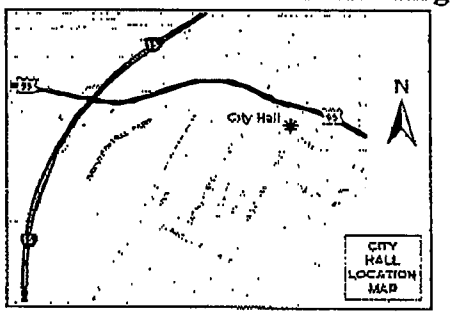
JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

LAVOS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2009 FEB 12 P 2:22

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

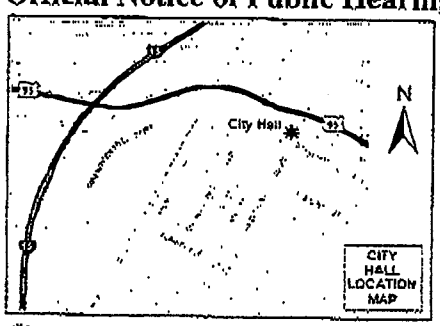
City Council Meeting of 2/18/2009

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVDS11 89180

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

GPA-32167 & ZON-32168

City Council Meeting of 2/18/2009

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVDS11 89180

RECEIVED
CITY CLERK

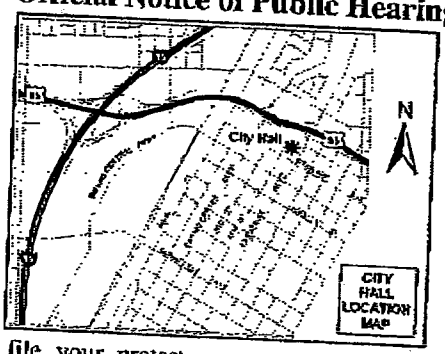
2009 FEB 17 A 9:40

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES 2009 FEB 17
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

This area is already too commercialized! Please help clean the community by removing massage parlors & graffiti!! And please vote NO on this Used Auto Sales!

We are watching what you do Mrs. Tarkanian.

LOPEZ RAFAEL & GRACIELA
3901 EL CONLON AVE
LAS VEGAS NV 89102-5862

LAVDS11 89102

Submitted after final agenda

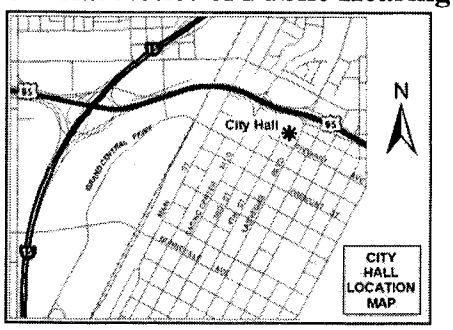
Date 2/17/09 Item 81 & 82 W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

B K B K INC
%B KATZ
10353 GRIZZLY CREEK ST
LAS VEGAS NV 89178-3532

LAVDS11 89178

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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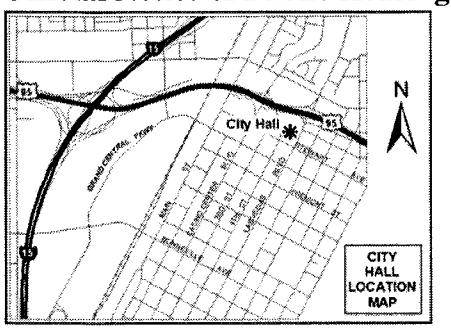
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 89101

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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

LESARDE ENTERPRISES LTD
%N CARABET
7730 GRAYSTONE DR
WEST HILLS CA 91304-6148

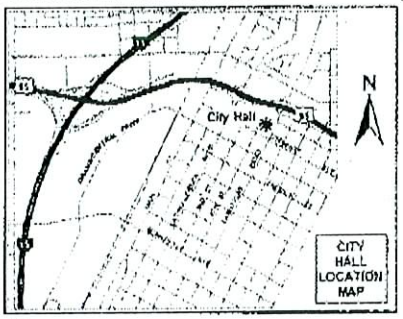
LAVDS11 91304

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

02 1M $ 00.39⁴
0004239954 DEC 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
DEC 30 2008

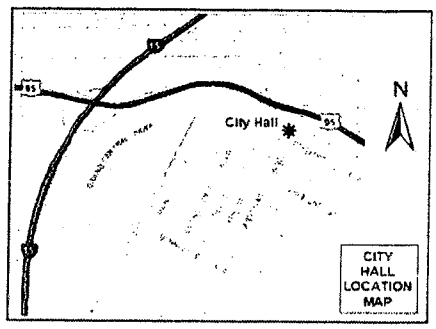
Case: GPA-32167

16206810013
GORDON SAMUEL J
2124 LOS ALTOS ST
LAS VEGAS NV 89102-3772

#32-33
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

$ 00.39[4]

RECEIVED
JAN 06 2009

Case: GPA-32167
16206810067
WOODARD AUSTIN W JR & SHAWN R
4012 ESMERALDA AVE
LAS VEGAS NV 89102-3703

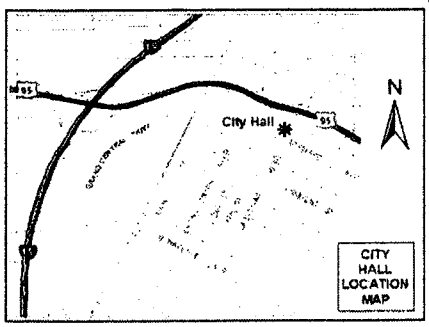
JAV0811 89102

Submitted after final agenda
Date P Item 32-33

Submitted after final agenda
Date 1-8-09 Item 32-33

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

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02 1M $ 00.39⁴
0004239954 DEC 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
JAN 02 2009

Case: GPA-32167
16206812070
DEY FAMILY TRUST 2000
4109 VIA VAQUERO AVE
LAS VEGAS NV 89102-3769

JAVDS11 89102

Submitted after final agenda
Date P Item 32-33

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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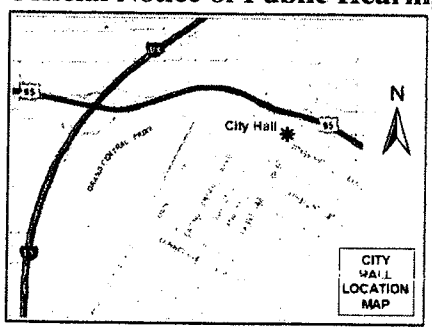
DEC 26 2008

MAILED FROM ZIPCODE 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.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

RECEIVED
JAN 02 2009

Case: GPA-32167

16206810106
CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

Submitted after final agenda
Date P Item 32-33

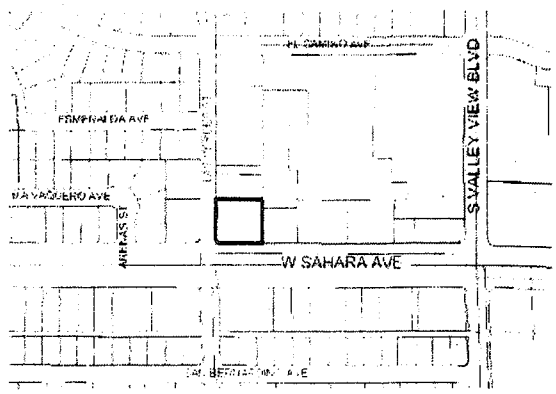
Application Information

GPA-32167 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

ZON-32168 - REZONING RELATED TO GPA-32167 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), Ward 1 (Tarkanian)

CAR LOT - NO, NO, NO

Application Location



The proposed project may not pertain to the entire highlighted project site.

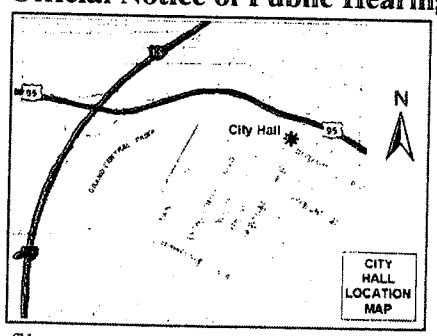
Public Hearing Information

Meeting:	Planning Commission
Date:	***January 08, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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 Planning and Development Department, Development Services Center, 731 South Fourth Street, 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. You may not receive an additional notice for the City Council meeting. For further information, please call (702) 229-6301 (TDD 386-9108) http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168
Planning Commission Meeting of 1/8/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 DEC 26 2008
MAILED FROM ZIP CODE 89101

RECEIVED
JAN 02 2009

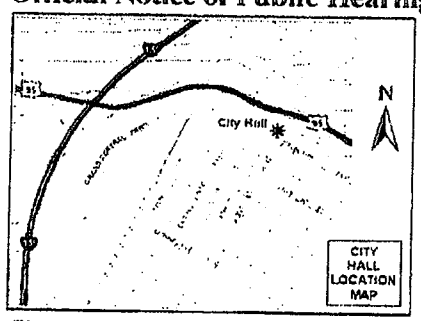
Case: GPA-32167
16206811043
WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

Submitted after final agenda
Date P Item 32-33

JAN 05 11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

RECEIVED
JAN 02 2009

Case: GPA-32167

16208101001
UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

Submitted after final agenda

Date P Item 32-33

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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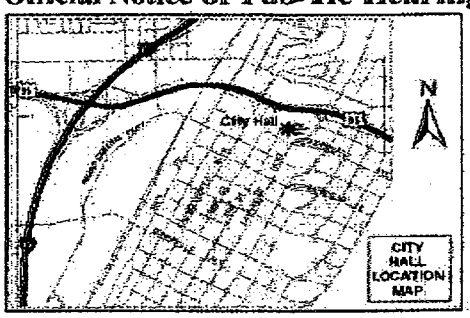
MAILED FROM ZIP CODE 8910

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32167 & ZON-32168

Planning Commission Meeting of 1/8/2009

RECEIVED
JAN 05 2009

Case: GPA-32167
16207513012
JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

Submitted after final agenda

Date P Item 32-33

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

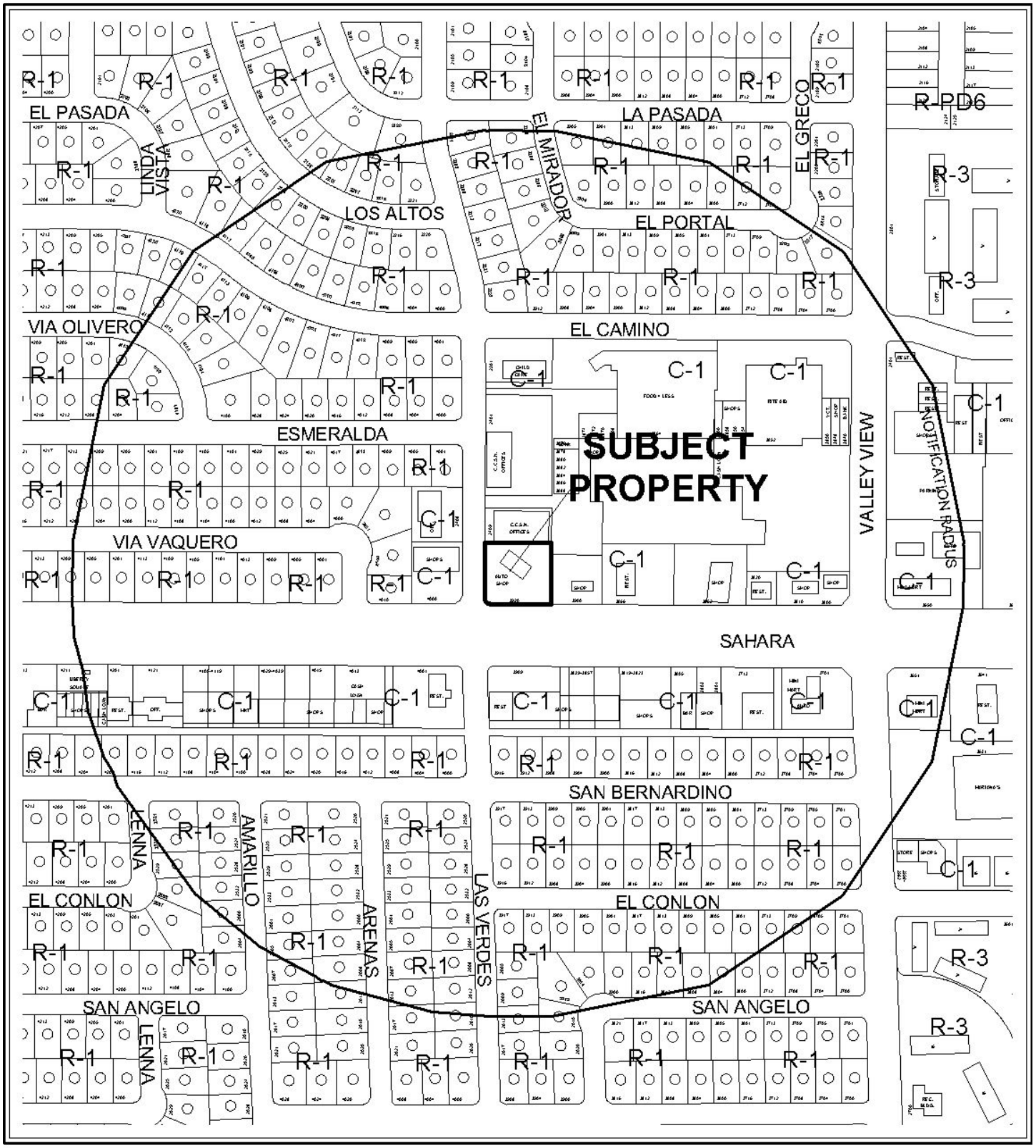
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-32548 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO GPA-32167 AND ZON-32168 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT WITH A WAIVER TO ALLOW A 23,900 SQUARE-FOOT PARCEL WHERE 25,000 SQUARE FEET IS THE MINIMUM REQUIRED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**8**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (3-2 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 01-22-2009 Planning Commission Meeting Item 25



0 300 600 Feet

CASE: **SUP-32548**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-32548**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-32548 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (3-2/vq/gt vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Motor Vehicle Sales (Used) use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-32549) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. 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.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Motor Vehicle Sales (Used) with a Waiver to allow a 23,900 square-foot lot where 25,000 square feet is the minimum required on 0.55 acres located at 3920 West Sahara Avenue. The applicant has also submitted applications for a General Plan Amendment (GPA-32167) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial), a Rezoning (ZON-32168) from C-1 (Limited Commercial) zone to C-2 (General Commercial) zone and a Major Amendment to an approved Site Development Plan Review (SDR-32549) for a proposed Motor Vehicle Sales (Used) Establishment. The isolation of this parcel from others zoned and planned for General Commercial uses, isolation from other Motor Vehicle Sales (Used) establishments, and the Waiver requested indicate that this site is not an appropriate location for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
c. 1965	The existing structure at 3920 West Sahara Avenue was constructed.
11/15/95	The City Council approved a Variance (V-0136-95) to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a C-C (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment recommended denial of this request.
05/27/97	The City Council approved a Rezoning (Z-0029-97) from C-C (Neighborhood Commercial Center) to C-1 (Limited Commercial) at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/17/01	The City Council approved a Required Five-Year Review [V-0136-95(1)] to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a CC (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment made no recommendation due to a conflict of interest, staff recommended approval of this request.
07/17/02	The City Council approved a Special Use Permit (U-0053-02) to allow a Minor Automotive Repair Facility located at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/05/02	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-1167) for the conversion of an existing Retail building for use as a Minor Automotive Repair Facility on 0.55 acres located at 3920 West Sahara Avenue.

05/12/04	A Code Enforcement complaint (#14751) was issued against 3920 West Sahara Avenue for signage violations. The case was resolved 10/26/04.
09/13/04	A Code Enforcement complaint (#21525) was issued against 3920 West Sahara Avenue for a vehicle for sale on the subject property. The case was resolved 09/13/04.
04/19/06	The City Council approved a Required Two-Year Review (RQR-11432) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/17/08	A Code Enforcement complaint (#72824) was issued against 3920 West Sahara Avenue for graffiti, signage, weeds, and landscape violations. The case is still open pending resolution.
02/04-09	The City Council will consider a request for a Required Review of an approved Variance (V-0136-95) for a 40-foot tall, 14-foot x 48-foot Off-Premise Sign (Billboard) where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/22/09	The Planning Commission recommended denial of companion items GPA-32167, ZON-32168 and SDR-32549 concurrently with this application. The Planning Commission voted 3-2/vq/gt to recommend DENIAL (PC Agenda Item #25/dc).
Related Building Permits/Business Licenses	
12/21/95	A building permit (#95885147) was issued for the installation of a 14-foot x 48-foot Off Premise Advertising (Billboard) Sign at 3920 West Sahara Avenue. The permit received final approval on 02/20/96.
01/16/03	A building permit (#03000927) was issued for the installation of a sign (Tag #06611) at 3920 West Sahara Avenue. The permit received final approval on 01/27/03.
01/23/03	A Non-Work Certificate of Occupancy (#03000658) was issued at 3920 West Sahara Avenue.
03/20/03	A business license (#G02-00652) was issued for minor automotive/brake repair at 3920 West Sahara Avenue. The business license was marked out on 12/11/08.
Pre-Application Meeting	
11/14/08	A pre-application meeting was held with the applicant to discuss the submittal requirements for a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review to allow a proposed Motor Vehicle Sales, Used business were addressed.

Neighborhood Meeting	
12/10/08	A neighborhood meeting was held at the Palace Station Hotel and Casino, 2nd floor Training Room, 2411 West Sahara Avenue, Las Vegas, Nevada 89102. There was one representative of the applicant, one member of Planning and Development Staff, the Ward 1 Councilwoman and Liaison, and six members of the general public in attendance. The applicant explained the proposed change in the use of the property, and the associated requirement for a General Plan Amendment and Rezoning. Questions and comments from the public were as follows: • Concerns were raised about patrons test driving vehicles in the residential neighborhood to the north of the subject site. The applicant responded that they were amenable to restrictions on test drives and would also support right-turn restrictions from the property onto Las Verdes Street in order prevent commercial traffic from entering the residential neighborhood. • Concerns were raised about vehicular traffic and the fact that the property is along a route children use to walk to school, and that there is also a day care center north of the subject property. The Ward 1 Liaison noted that Las Verdes Street has been selected for pedestrian improvements under the "Safe Routes to School" program. • A question was raised regarding whether there would be limits on the number of cars on display. It was suggested that a restriction of approximately 10-12 cars as a condition of approval might be appropriate. • A resident asked if there would be adequate parking for patrons on site; the applicant responded that the code requires adequate parking for customers in addition to the space used for vehicle display. • A question was asked as to the age of the vehicles that would be sold; a concern was noted over the aesthetics of having numerous older vehicles stored on the property. The applicant stated that she didn't know the average age of the vehicles, but stated that the zoning code did not allow the storage of inoperative or "junked" vehicles under the proposed use category. • A resident asked if the existing buildings were going to be demolished for the new business; it was explained that the existing buildings would remain in place. • A question was raised as to whether repairs would be done on site; the applicant explained that minor repairs would be done in order to prepare the vehicles for sale, but that this was not to be an automotive repair facility. The general consensus among the residents was that the use would not be obtrusive as long as restrictions were put in place to prevent test drives in the residential neighborhood, and that it would be better to have the site occupied rather than sitting vacant.

Field Check	
12/04/08	A field check was performed by staff at the subject property. The site was noted as a vacant commercial building with weeds and debris on site. Some faded parking lot striping was noted, the building contained a non-permitted temporary sign (banner) and a dead tree was observed in the western landscape buffer. Additionally the site was noted to be in violation of Conditions #1 and #2 of Site Development Plan Review (SDR-1167), which required the rooftop mechanical equipment to be screened and a trash enclosure to be built on site.

Details of Application Request	
Site Area	
Gross Acres	0.55

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
East	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200 Feet)	X		Y*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 200-foot height limitation contour. The existing building on the subject property does not extend beyond this limitation.

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (Used)	1,800 SF	1 space / 500 SF of enclosed gross floor area	3	1	16	1	Y
TOTAL			4		17		Y

Waivers		
Request	**Requirement**	**Staff Recommendation**
To allow a 23,900 square-foot parcel	The minimum site area designated for this use shall be 25,000 square feet	Denial

ANALYSIS

This is a request for a Special Use Permit for a proposed Motor Vehicle Sales (Used) establishment with a Waiver to allow a 23,900 square-foot parcel size where 25,000 square feet is the minimum required at 3920 West Sahara Avenue. Concurrently, the applicant is requesting a Major Amendment to an approved Site Development Plan Review (SDR-1167) to convert an existing commercial building into a Motor Vehicle Sales (Used) establishment. A total of 17 parking spaces will be provided on site where four are required, including one handicapped van-accessible space. This allows the applicant to utilize the remaining 13 parking spaces for the parking and storage of vehicles that are on display or for sale.

The proposed use requires a Special Use Permit within the C-2 (General Commercial) zoning district. The applicant meets all of the Minimum Special Use Permit Requirements, with the exception of the request for a Waiver to allow a 23,900 square-foot parcel where 25,000 square feet is the minimum required. Staff can not support this request as the request for this Waiver is an indication that the subject parcel is not physically suitable for the proposed use. Additionally, this property will be the only Motor Vehicle Sales (Used) establishment in the surrounding area if this application is approved and will precipitate the intensification of uses within the surrounding area.

- **Zoning**

  The subject site is located in the Southeast Sector of the 2020 Master Plan and has a current General Plan designation of SC (Service Commercial). A General Plan Amendment (GPA-32167) to change the designation to GC (General Commercial) has been submitted along with the Rezoning request. The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

  A companion application to Rezone (ZON-32168) the site from the C-1 (Limited Commercial) district to the C-2 (General Commercial) district has also been submitted by the applicant. The proposed C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

  With the approval of the proposed Rezoning (ZON-32168) to the C-2 (General Commercial) zoning district and the General Plan Amendment (GPA-32167) to the GC (General Commercial) land use designation, the proposed Motor Vehicle Sales (Used) establishment will be permissible with the approval this Special Use Permit.

- **Use**

  A Motor Vehicle Sales (Used) establishment is defined by Title 19.04 as a facility or area used primarily for the display and sale or leasing of used automobiles, motorcycles and motor scooters. 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 used shall be 25,000 square feet.

  2. The installation and use of an outside public address or bell system is prohibited.

3. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

4. All exterior lighting shall be screened or otherwise designed so as not to shine directly onto any adjacent parcel of land.

5. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.

6. Accessory automobile rental is permitted.

The proposed Motor Vehicle Sales (Used) use does not meet all of the Minimum Special Use Permit Requirements. Specifically, condition number one can not be met as the subject property parcel size is 23,900 square feet. Staff cannot support this request as the Waiver is an indication that the subject parcel is not physically suitable for the proposed use. Additionally, staff notes that the subject property contains service bay openings which face the public rights-of-way of both Sahara Avenue and Las Verdes Street; however, this condition was approved by Special Use Permit (U-0053-02), the use has not been discontinued for more than one year and therefore does not need to be Waived as part of this review.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 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 use may be permitted by this Special Use Permit only in conjunction with the approval of a proposed General Plan Amendment (GPA-32167) to the GC (General Commercial) land use designation, and a Rezoning (ZON-32168) to the C-2 (General Commercial) zoning district. These approvals would allow land uses, including the proposed use, that are not compatible with the less intense uses allowed by the surrounding SC (Service Commercial) land use designations and C-1 (Limited Commercial) zoning districts.

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 as the subject site fails to meet condition number one for a Motor Vehicle Sales (Used) establishment. The minimum parcel size required for the proposed use is 25,000 square feet whereas the subject parcel is only 23,900 square feet.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided by Sahara Avenue, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. Las Verdes Street, a 51-foot Local Street, as designated by the Master Plan of Streets and Highways provides secondary access to the subject site. Although Rezoning the subject property to a C-2 (General Commercial) zoning district will intensify the land use and associated vehicular traffic, the existing street facilities are adequate in size to meet the requirements of the proposed zoning district.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   With the approval of the General Plan Amendment (GPA-32167) to the GC (General Commercial) land use designation, the proposed Motor Vehicle Sales (Used) establishment will be consistent with the General Plan with the approval of this Special Use Permit (SUP-32548).

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Motor Vehicle Sales (Used) use does not meet all of the Minimum Special Use Permit Requirements as the applicant has requested a Waiver to allow a 23,900 square-foot parcel where 25,000 square feet is the minimum required. Staff can not support this request as the Waiver is an indication that the subject parcel is not physically suitable for the proposed use.

PLANNING COMMISSION ACTION

The Planning Commission considered the following amended conditions:

No more than 17 vehicles for sale at any one time.
No test driving on residential streets
Hours of operation will be 6:00 a.m. to 6:00 p.m.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 301 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-32548** APN: 162-06-801-005

Name of Property Owner: Beard Family Trust

Name of Applicant: P's Auto Sales

Name of Representative: Tabitha Fiddyment

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Beard Family Trust Ephraim Beard Trustee

Print Name: BEARD FAMILY TRUST - EPHRAIM BEARD TRUSTEE

Subscribed and sworn before me

This 25 day of NOV., 2008

Notary Public in and for said County and State

ABDUL KALIM
COMM. # 1800454
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JUL. 2, 2012

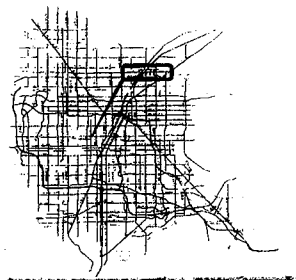


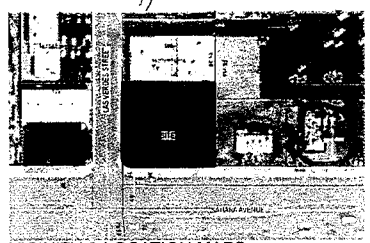




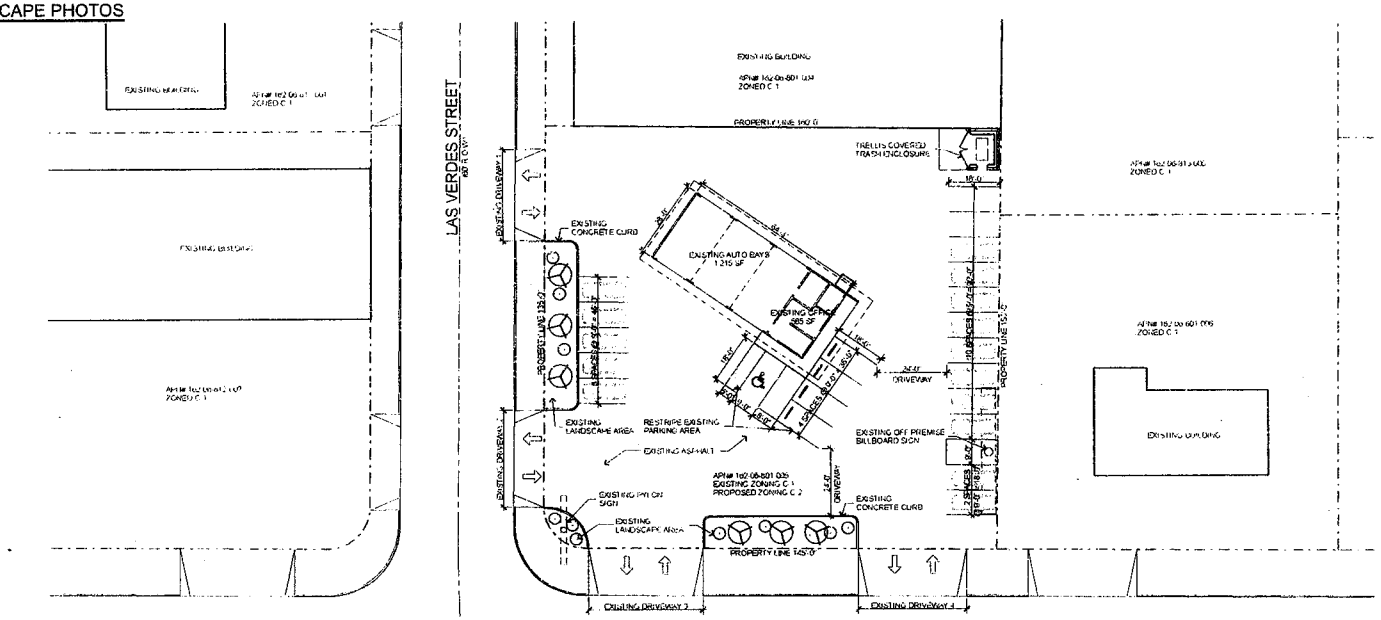


EXISTING LANDSCAPE PHOTOS





VICINITY & LOCATION MAPS



SITE PLAN

Site and Project Information

SITE DATA

BUILDING INFORMATION

PARKING AREA

LANDSCAPE SCHEDULE	
TREES	
	EXISTING TREE
SHRUBS	
	EXISTING SHRUB

RECEIVED
JAN 22 2009

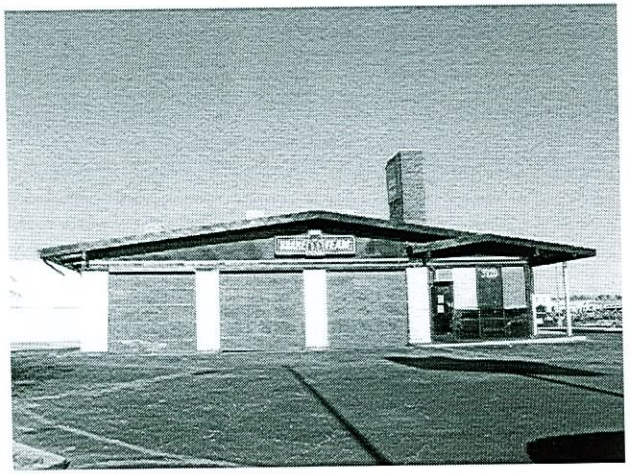
P's Auto Sales
3920 West Sahara Avenue
Las Vegas, Nevada 89102

APTUS|Architecture

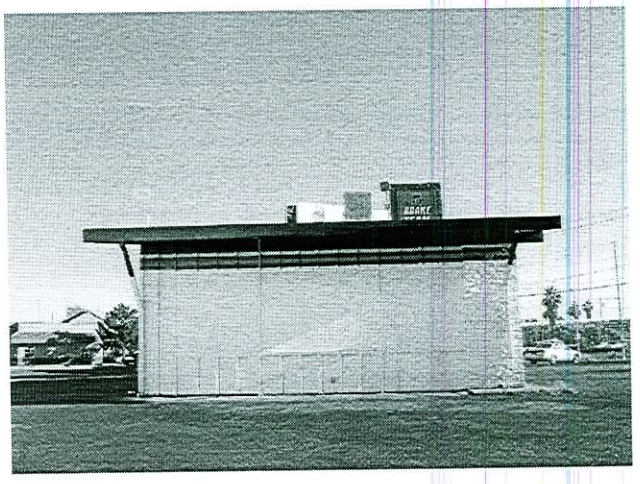
SITE PLAN
AS100

Submitted after final agenda
Date 1-22-09 Item 25

SUP-32548
REVISED
01/22/09 PC



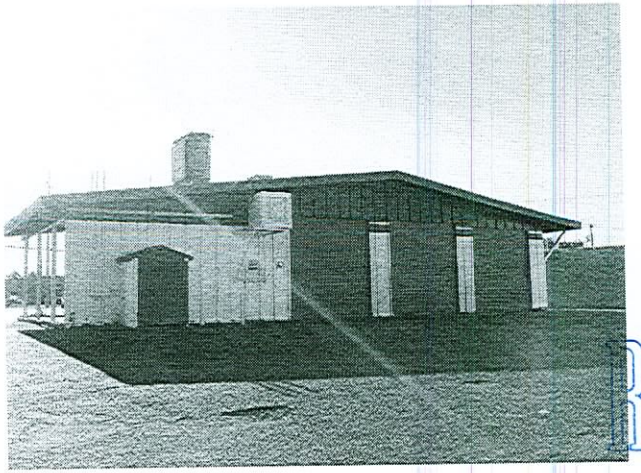
SOUTHWEST ELEVATION
N.T.S.



NORTHWEST ELEVATION
N.T.S.



SOUTHEAST ELEVATION
N.T.S.



NORTHEAST ELEVATION
N.T.S.

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DEC 09 2008

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APTUS Architecture
1200 South 4th Street
Suite 296
Las Vegas Nevada 89104
P 702 839 1200
F 702 839 1213

P's Auto Sales
Design Review
3920 West Sahara Avenue
Las Vegas, Nevada 89102

City of Las Vegas Submittal 12.5.08

SUP-32548
01/22/09 PC

BUILDING ELEVATIONS

A200

08.139 P's Auto Sales



SUP-32548 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



SUP-32548 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



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12/04/08



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3920 WEST SAHARA AVENUE
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12/04/08



SUP-32548 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08

KUMMER KAEMPFER
ATTORNEYS AT LAW

KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

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info@kkbrf.com

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3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
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Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 5, 2009

Dave Cornoyer
CITY OF LAS VEGAS
PLANNING DEPARTMENT
731 S. Fourth Street
Las Vegas, NV 89101

RECEIVED
JAN 05 2009

Re: Revised Justification Letter – APN 162-06-801-005
Special Use Permit & Site Development Plan Review
P's Auto Sales

Dear Dave:

This office represents the applicant in the above referenced matter. This application is a request for a special use permit and a major modification to an approved site development plan review (SDR-1167) for a used automobile dealership located on the northwest corner of Las Verdas Street and Sahara Avenue. The applicant is requesting in conjunction with special use permit to request a waiver to allow a 23,900 square-foot parcel where 25,000 square feet is the minimum required. .In addition, the applicant is requesting to allow zero parking lot landscape islands where two are required for the new parking added to the east end of the site depicted on the site development plan.

The subject site is part of an overall commercial center containing a variety of uses including, retail restaurant and office tenants. The existing building was previously entitled and utilized as an automobile repair shop that has since gone out of business. The applicant is proposing to use the existing facilities to store and display vehicles for sale on site. In addition, the applicant will be performing minimal repairs to vehicles as necessary within the existing building not to exceed the previous operations approved at this location.

The site is part of large commercial center, surrounded by commercial uses to the north, east south and west and is located on a 100 foot arterial, Sahara Avenue. Consequently, the proposed uses are entirely consistent with the area and will not have an adverse impact on surrounding properties. If approved, the proposed establishment will be making use of an abandoned building previously utilized as and already retrofitted for retail/repair/automobile type uses.

SUP-32548
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LAW FIRMS WORLDWIDE MERITAS

KUMMER
KAEMPFER

We appreciate your kind consideration of our request. Should you have any questions, please call me. Thank you very much.

RECEIVED
JAN 05 2009

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Tabitha D. Fiddyment

MAA
1/5/09

TDF/sli

SUP-32548
REVISED
01/22/09 PC

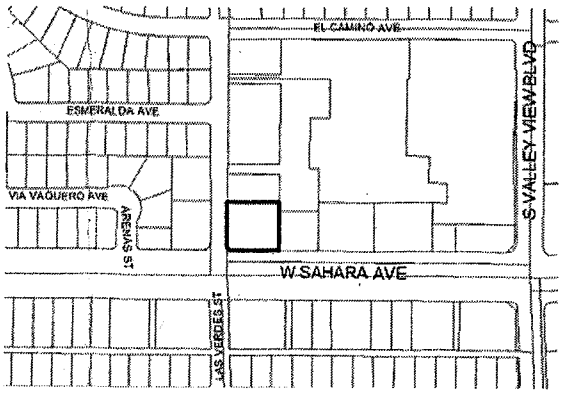
Application Information

SUP-32548 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT WITH A WAIVER TO ALLOW A 23,900 SQUARE-FOOT PARCEL WHERE 25,000 SQUARE FEET IS THE MINIMUM REQUIRED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian)

SDR-32549 - APPLICANT: P"S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Major Amendment to an approved Site Development Plan Review (SDR-1167) FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian)

With cars waiting to turn and no signal and the crosswalk can't Belive you would post this. You should be held accountable for the accidents.

Application Location



The proposed project may not pertain to the entire highlighted project site.

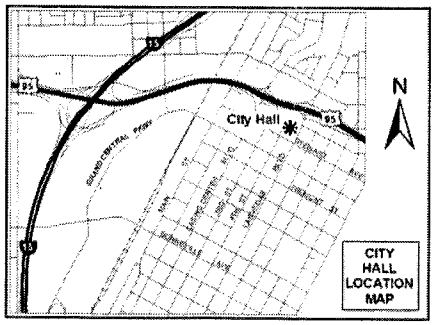
Public Hearing Information

Meeting:	City Council
Date:	***February 18, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call (702) 229-6311 (TDD 386-9108)

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 06 2009
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2009 FEB 12 A 11:40

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JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

Submitted after final agenda

Date 2/12/09 **Item** 83 & 84 W-4

LAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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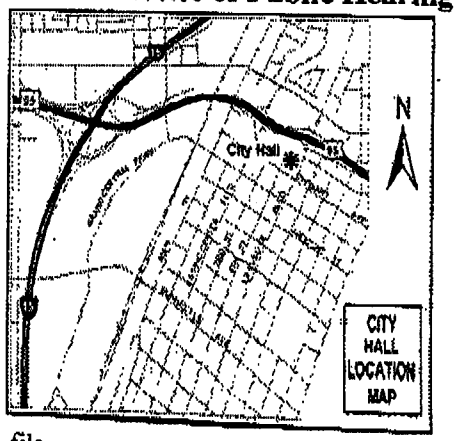

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

City Council Meeting of 2/18/2009

DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

this will create too much additional traffic in the residential area. a grammer school is only 4 blocks away & this is a school cro...

LAVDE11 89...

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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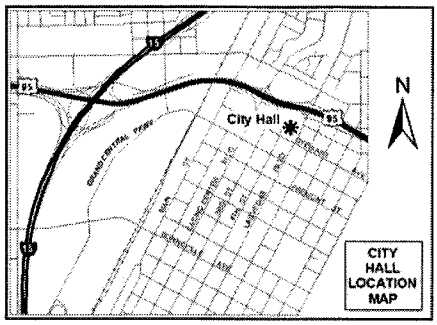

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

LAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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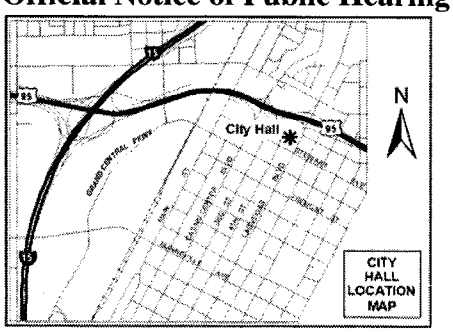
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

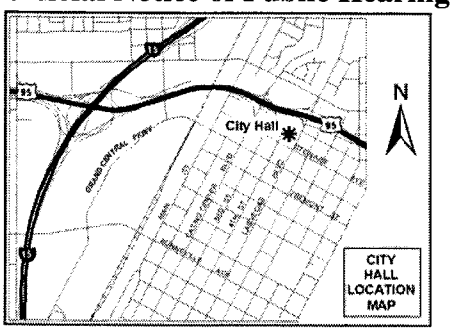
LAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39[4]
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

DEY FAMILY TRUST 2000
DEY EARL MELVIN & MARILYNN L TRS
4109 VIA VAQUERO AVE
LAS VEGAS NV 89102-3769

LAV0511 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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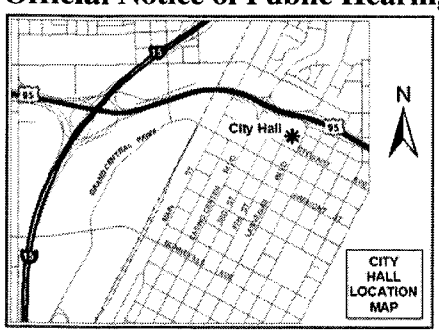

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SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

LESARDE ENTERPRISES LTD
%N CARABET
7730 GRAYSTONE DR
WEST HILLS CA 91304-6148

LAV0511 91304

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
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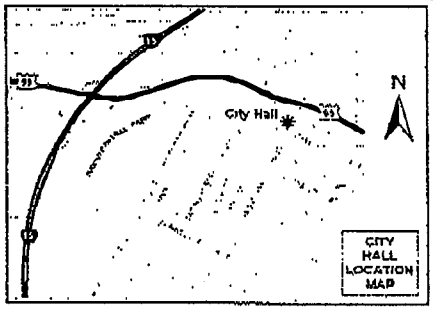

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Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

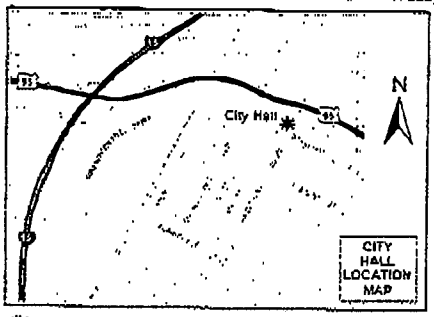
2009 FEB 12 P 2:22

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVOSIA 89180

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVOSIA 89180

PAGE 01/01

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2009 FEB 17 A 9:40

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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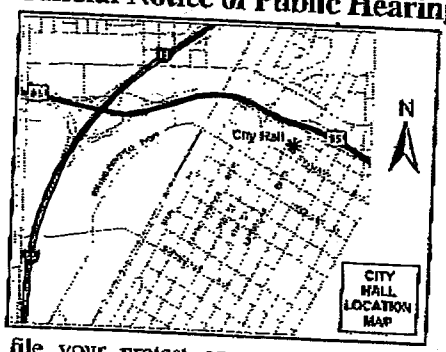
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

Please Vote NO Mrs. Tarkanian. Also please clean up the Graffiti & Remove the Massage Parlors!

LOPEZ RAFAEL & GRACIELA
3901 EL CONLON AVE
LAS VEGAS NV 89102-5862

LAVDS11 89102

7022479366 02:40 02/15/2009

Submitted after final agenda

Date 2/17/09 Item 83 & 84
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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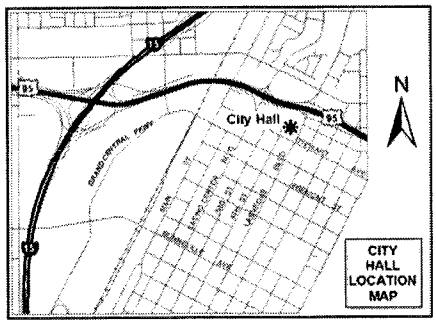

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

B K B K INC
%B KATZ
10353 GRIZZLY CREEK ST
LAS VEGAS NV 89178-3532

LAUDELL 89178

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

RECEIVED
JAN 16 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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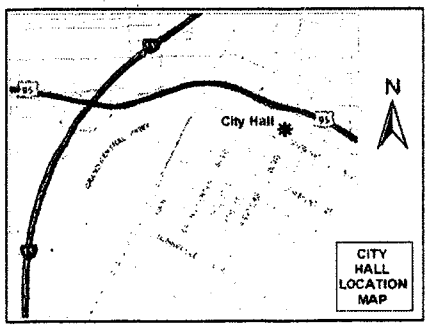


This area is Too congested for this. There is also School Crossing that cars Do Not Stop or Slow down for.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

Case: SUP-32548
16207513012
JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

KAVDS11 89102

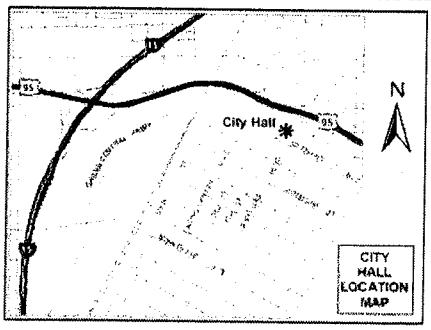
Submitted after final agenda

Date 1-22-09 Item 25

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-32548 & SDR-32549

Planning Commission Meeting of 1/22/2009

Case: SUP-32548

16207511011
SAHARA 2 L L C
%P ROBARTS
%BEST CO
6450 SPRING MOUNTAIN RD #12
LAS VEGAS NV 89146-8836

KAUDS11 89146

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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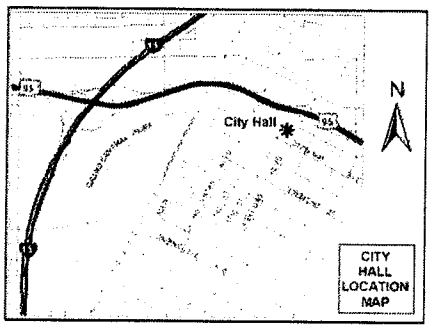

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

Case: SUP-32548
16207511010
SAHARA 2 L L C
%BEST CO
6450 W SPRING MOUNTAIN RD #12
LAS VEGAS NV 89146-8836

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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JAN 15 2009

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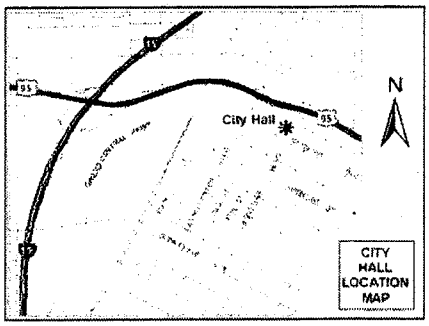

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

Case: SUP-32548
16207512001
SUNSHINE ONE L L C
%P ROBARTS
%BEST CO
6450 SPRING MOUNTAIN RD #12
LAS VEGAS NV 89146-8836

KAVOS11 89146

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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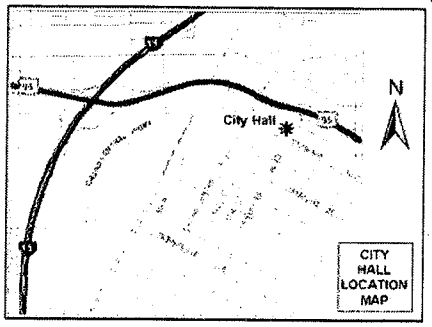
Return Service Requested

Official Notice of Public Hearing This would create too much traffic for this area. A grammar school is only 4 blocks away, CSN has two buildings in the same block with many students in computer classes held there. School crossing is conducted at this same location. This is a very bad idea. — It would also lower property values in this residential area.



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SUP-32548 & SDR-32549

Planning Commission Meeting of 1/22/2009

RECEIVED JAN 15 2009

Case: SUP-32548

16206810001
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

KAUDS11 89102

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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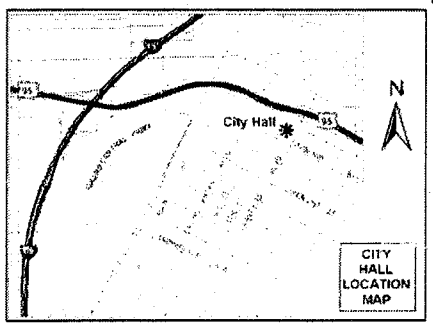

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☒ I OPPOSE this Request

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SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

Case: SUP-32548
16206811043
WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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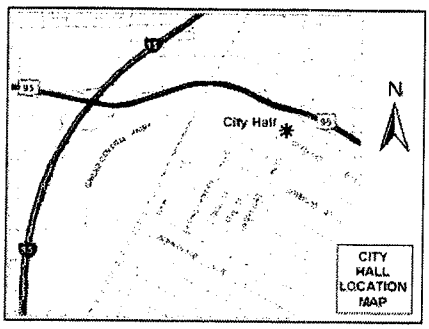

RECEIVED
JAN 15 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

Planning Commission Meeting of 1/22/2009

Case: SUP-32548

16206811042
ALBERT FAMILY TRUST
3901 LA PASADA AVE
LAS VEGAS NV 89102-0533

KAVDS11 89102

25P

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

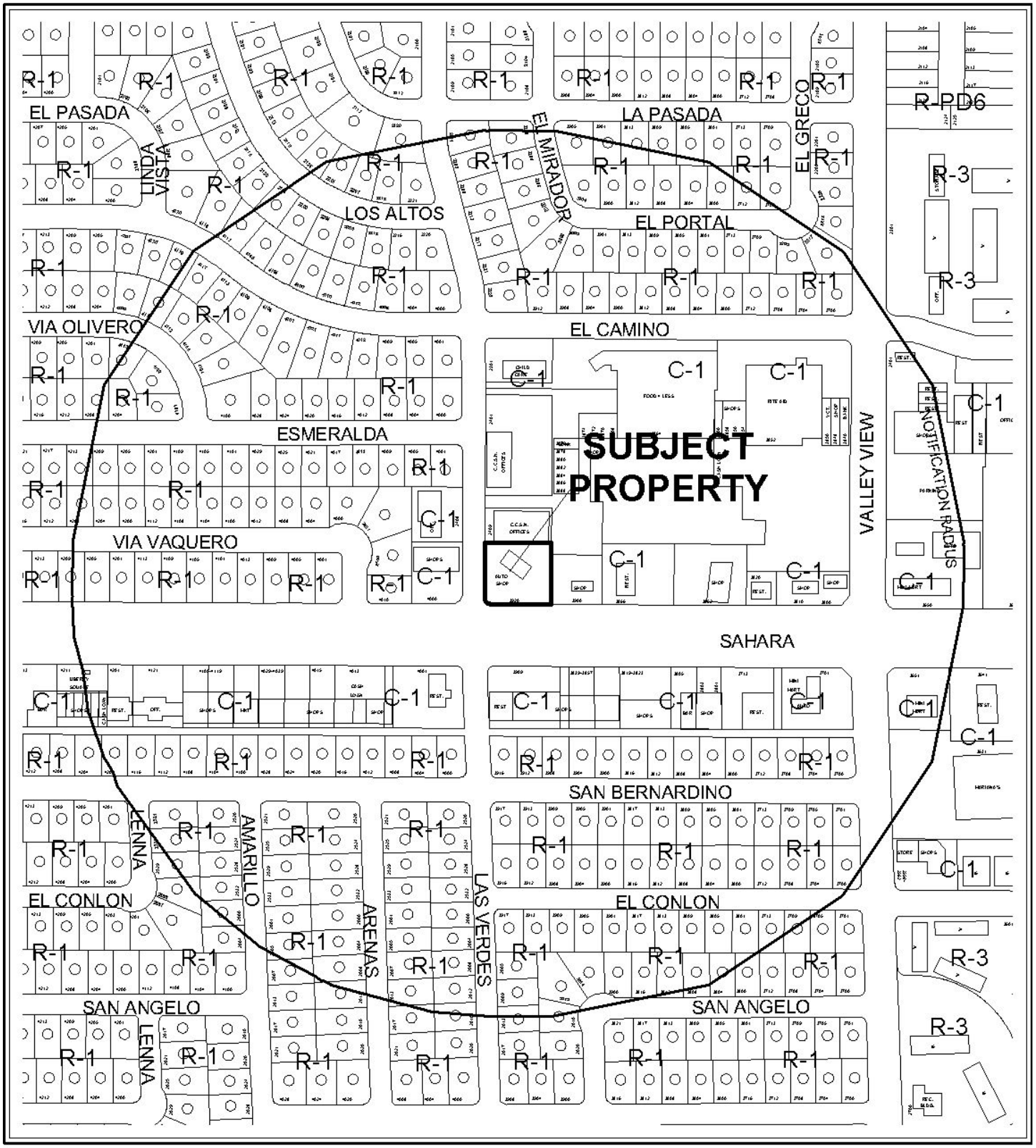
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-32549 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-32167, ZON-32168 AND SUP-32548 - PUBLIC HEARING - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Major Amendment to an approved Site Development Plan Review (SDR-1167) FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian). The Planning Commission (3-2 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**8**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (3-2 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup Referenced from the 01-22-2009 Planning Commission Meeting Item 26



0 300 600 Feet

CASE: **SDR-32549**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-32549**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-32549 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 1, 2009 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

** CONDITIONS **

The Planning Commission (3-2/vq/gt vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-1167) and Special Use Permit (SUP-32548) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. 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 01/22/09 and building elevations date stamped 12/09/08, except as amended by condition here in.

4. An Exception from Title 19.10.010(J)(11) is hereby approved, to allow zero parking lot landscape islands where two are required.

5. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a Certificate of Occupancy, to reflect the changes herein: The site plan shall be revised to indicate the location of required parking spaces per Title 19.04.010 and to indicate the parking spaces utilized for the parking and storage of vehicles that are on display or for sale; Relocate the proposed trash enclosure in conformance with the requirements of Title 19.08.050.

6. 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. The technical landscape plan shall include the following changes from the conceptual landscape plan: Provide a minimum of four, five-gallon shrubs per required tree.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets. The air conditioning unit on the roof shall be screened from view as required by Title 19.08.050(E)(4)(c).

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Dedicate an additional 10 feet of right-of-way for a total radius of 25 feet on the northeast corner of Sahara Avenue and Las Verdes Street prior to the issuance of any permits.

15. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. Remove driveways 2 and 3 (as identified on the submitted site plan) and replace with sidewalk, curb and gutter. All work within the Sahara Avenue right-of-way shall also receive approval from the Nevada Department of Transportation.

16. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

17. Landscape and maintain all unimproved right-of-way, if any, on Sahara Avenue 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. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Sahara Avenue public right-of-way adjacent to this site prior to the issuance of any permits.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review (SDR-1167) for a proposed Motor Vehicle Sales (Used) Establishment on 0.55 acres located at 3920 West Sahara Avenue. The applicant has also submitted applications for a General Plan Amendment (GPA-32167) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial), a Rezoning (ZON-32168) from C-1 (Limited Commercial) zone to C-2 (General Commercial) zone and a Special Use Permit (SUP-32548) to allow Motor Vehicle Sales (Used) with a Waiver to allow a 23,900 square-foot lot where 25,000 square feet is the minimum required. The isolation of this parcel from others zoned and planned for General Commercial uses, isolation from other Motor Vehicle Sales (Used) establishments, as well as the Waiver requested through the Special Use Permit, indicate that this site is not an appropriate location for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
c. 1965	The existing structure at 3920 West Sahara Avenue was constructed.
11/15/95	The City Council approved a Variance (V-0136-95) to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a C-C (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment recommended denial of this request.
05/27/97	The City Council approved a Rezoning (Z-0029-97) from C-C (Neighborhood Commercial Center) to C-1 (Limited Commercial) at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/17/01	The City Council approved a Required Five-Year Review [V-0136-95(1)] to allow a 14-foot by 48-foot Off-premise Advertising (Billboard) Sign where such use is not permitted in a CC (Neighborhood Commercial Center) zone. The Board of Zoning Adjustment made no recommendation due to a conflict of interest, staff recommended approval of this request.
07/17/02	The City Council approved a Special Use Permit (U-0053-02) to allow a Minor Automotive Repair Facility located at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/05/02	The Planning and Development Department administratively approved a request for a Site Development Plan Review (SDR-1167) for the conversion of an existing Retail building for use as a Minor Automotive Repair Facility on 0.55 acres located at 3920 West Sahara Avenue.

05/12/04	A Code Enforcement complaint (#14751) was issued against 3920 West Sahara Avenue for signage violations. The case was resolved 10/26/04.
09/13/04	A Code Enforcement complaint (#21525) was issued against 3920 West Sahara Avenue for a vehicle for sale on the subject property. The case was resolved 09/13/04.
04/19/06	The City Council approved a Required Two-Year Review (RQR-11432) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
12/17/08	A Code Enforcement complaint (#72824) was issued against 3920 West Sahara Avenue for graffiti, signage, weeds, and landscape violations. The case is still open pending resolution.
02/04/09	The City Council will consider a request for a Required Review of an approved Variance (V-0136-95) for a 40-foot tall, 14-foot x 48-foot Off-Premise Sign (Billboard) where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval of this request.
01/22/09	The Planning Commission recommended denial of companion items GPA-32167, ZON-32168 and SUP-32548 concurrently with this application. The Planning Commission voted 3-2/vq/gt to recommend DENIAL (PC Agenda Item #26/dc).
Related Building Permits/Business Licenses	
12/21/95	A building permit (#95885147) was issued for the installation of a 14-foot x 48-foot Off Premise Advertising (Billboard) Sign at 3920 West Sahara Avenue. The permit received final approval on 02/20/96.
01/16/03	A building permit (#03000927) was issued for the installation of a sign (Tag #06611) at 3920 West Sahara Avenue. The permit received final approval on 01/27/03.
01/23/03	A Non-Work Certificate of Occupancy (#03000658) was issued at 3920 West Sahara Avenue.
03/20/03	A business license (#G02-00652) was issued for minor automotive/brake repair at 3920 West Sahara Avenue. The business license was marked out on 12/11/08.
Pre-Application Meeting	
11/14/08	A pre-application meeting was held with the applicant to discuss the submittal requirements for a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review to allow a proposed Motor Vehicle Sales, Used business were addressed.

Neighborhood Meeting	
12/10/08	A neighborhood meeting was held at the Palace Station Hotel and Casino, 2nd floor Training Room, 2411 West Sahara Avenue, Las Vegas, Nevada 89102. There was one representative of the applicant, one member of Planning and Development Staff, the Ward 1 Councilwoman and Liaison, and six members of the general public in attendance. The applicant explained the proposed change in the use of the property, and the associated requirement for a General Plan Amendment and Rezoning. Questions and comments from the public were as follows: • Concerns were raised about patrons test driving vehicles in the residential neighborhood to the north of the subject site. The applicant responded that they were amenable to restrictions on test drives and would also support right-turn restrictions from the property onto Las Verdes Street in order prevent commercial traffic from entering the residential neighborhood. • Concerns were raised about vehicular traffic and the fact that the property is along a route children use to walk to school, and that there is also a day care center north of the subject property. The Ward 1 Liaison noted that Las Verdes Street has been selected for pedestrian improvements under the "Safe Routes to School" program. • A question was raised regarding whether there would be limits on the number of cars on display. It was suggested that a restriction of approximately 10-12 cars as a condition of approval might be appropriate. • A resident asked if there would be adequate parking for patrons on site; the applicant responded that the code requires adequate parking for customers in addition to the space used for vehicle display. • A question was asked as to the age of the vehicles that would be sold; a concern was noted over the aesthetics of having numerous older vehicles stored on the property. The applicant stated that she didn't know the average age of the vehicles, but stated that the zoning code did not allow the storage of inoperative or "junked" vehicles under the proposed use category. • A resident asked if the existing buildings were going to be demolished for the new business; it was explained that the existing buildings would remain in place. • A question was raised as to whether repairs would be done on site; the applicant explained that minor repairs would be done in order to prepare the vehicles for sale, but that this was not to be an automotive repair facility. The general consensus among the residents was that the use would not be obtrusive as long as restrictions were put in place to prevent test drives in the residential neighborhood, and that it would be better to have the site occupied rather than sitting vacant.

Field Check	
12/04/08	A field check was performed by staff at the subject property. The site was noted as a vacant commercial building with weeds and debris on site. Some faded parking lot striping was noted, the building contained a non-permitted temporary sign (banner) and a dead tree was observed in the western landscape buffer. Additionally the site was noted to be in violation of Conditions #1 and #2 of Site Development Plan Review (SDR-1167), which required the rooftop mechanical equipment to be screened and a trash enclosure to be built on site.

Details of Application Request	
Site Area	
Gross Acres	0.55

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
East	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail Stores	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200 Feet)	X		Y*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 200-foot height limitation contour. The existing building on the subject property does not extend beyond this limitation.

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A*	23,977 SF	N/A*
Min. Lot Width	100 Feet	150 Feet	Y
Min. Setbacks			
• Front	20 Feet	37 Feet	Y
• Side	10 Feet	67 Feet	Y
• Corner	15 Feet	23 Feet	Y
• Rear	20 Feet	53 Feet	Y
Max. Lot Coverage	50%	7.6%	Y
Max. Building Height	N/A	+/- 15 Feet	N/A
Trash Enclosure	Screened, Enclosed	Screened, Enclosed	Y
Mech. Equipment	Screened	Unscreened	N

* While there are no minimum lot size requirements in a proposed C-2 (General Commercial) zone, the applicant is proposing a Motor Vehicle Sales (Used) Establishment on the subject property. This use requires a minimum lot size of 25,000 square feet, which the applicant has requested a Waiver from as part of Special Use Permit (SUP-32548).

Pursuant to Title 19.12.040, the following landscape standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree/6 Spaces	2 Trees*	Zero Trees*	N*
Buffer: Min. Trees	1 Tree/30 Linear Feet	6 Trees**	6 Trees**	Y**
TOTAL		8 Trees	6 Trees**	Y**
Min. Zone Width	12 Feet		12 Feet**	Y**
Wall Height	6-8 Feet		None	Y

* The landscape plan approved in conjunction with Site Development Plan Review (SDR-1167) permitted zero trees to be provided for the five existing parking spaces. The applicant is revising the site plan through this review to include an additional twelve parking spaces along the eastern perimeter on the subject property. An Exception has been requested to allow zero trees where two are required.

** As approved through Site Development Plan Review (SDR-1167).

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (Used)	1,800 SF	1 space / 500 SF of enclosed gross floor area	3	1	16	1	
TOTAL			4		17		Y

The following table compares the approved Site Development Plan Review with the proposed Major Modification to an approved Site Development Plan Review :

Standard	***Previously Approved Through SDR-1167***	***Proposed Through SDR-32549***	***Deviation***
Building Standards			
• Total Square Footage	1,800 SF	1,800 SF	0%
○ Auto Repair Bays	1,215 SF	1,215 SF	0%
○ Office	585 SF	585 SF	0%
• Number of Buildings	1	1	0%
• Building Height	Not Provided	Not Provided	N/A
• Building Materials	Existing Stone Veneer & Wood Siding	Existing Stone Veneer & Wood Siding	N/A
Site Layout			
• Parking Spaces	8	16	50%
• Handicap Parking	1	1	0%
Landscape			
• Perimeter Trees	6	6	0%
• Parking Lot Trees	0	0	0%
• 5-Gallon Shrubs Provided	38	10	-73%

Exception		
Request	**Requirement**	**Staff Recommendation**
To allow no parking lot landscape islands	One parking lot landscape island with one 24-inch box tree per every six uncovered parking spaces	Denial

ANALYSIS

- **Land Use and Zoning**

  The subject site is located in the Southeast Sector of the 2020 Master Plan and has a current General Plan designation of SC (Service Commercial). A General Plan Amendment (GPA-32167) to change the designation to GC (General Commercial) has been submitted along with the Rezoning request. The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

  A companion application to Rezone (ZON-32168) the site from the C-1 (Limited Commercial) district to the C-2 (General Commercial) district has also been submitted by the applicant. The proposed C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

  With the approval of the proposed Rezoning (ZON-32168) to the C-2 (General Commercial) zoning district and General Plan Amendment (GPA-32167) to the GC (General Commercial) land use designation, the proposed Motor Vehicle Sales (Used) establishment associated with this Major Amendment to an approved Site Development Plan Review will be permissible with the approval of the proposed Special Use Permit (SUP-32548) to allow Motor Vehicle Sales (Used).

- **Site Plan**

  The site is located at the northeast corner of Sahara Avenue and Las Verdes Street. The site plan indicates an existing single-story, 1,800 square-foot building constructed in 1965 located roughly at the center of the parcel at a 45-degree angle facing the corner of Sahara Avenue and Las Verdes Street. An existing 40-foot tall Off Premise Advertising Sign (Billboard) is located near the southeast corner of the property. The site plan remains similar to the approved Site Development Plan Review (SDR-1167), with the exceptions of added parking along the eastern perimeter, the redesign of the handicapped van-accessible parking space and the provision of a trash enclosure at the northeast corner of the site.

The applicant is providing 17 total parking spaces where four are required, consisting of 16 standard spaces and one handicapped van-accessible space. Four standard parking spaces, as approved through Site Development Plan Review (SDR-1167) will remain adjacent to the southeast face of the building in addition to the handicapped van-accessible parking space at the southwest face of the building. The handicapped van-accessible parking space has been modified from the previous approval to reflect current code requirements of one five-foot and one eight-foot access aisle on each side of the space; however, the general location and layout remains the same as previously approved. The applicant is adding twelve new standard parking spaces adjacent to the eastern perimeter of the site in order to provide parking for the proposed Motor Vehicle Sales (Used) use which requires the parking and storage of vehicles that are on display or for sale to occur only in spaces that are in excess of the required minimum parking.

Access to the site will be provided from two existing 32-foot wide driveways fronting Sahara Avenue and two existing 32-foot wide driveways fronting Las Verdes Street. Las Verdes Street is a 51-foot wide Local Street, according to the Master Plan of Streets and Highways and serves as both a commercial and residential street. Concerns were raised at the neighborhood meeting regarding access to Las Verdes Street, automobile test drives in the residential neighborhood and the fact that Las Verdes Street serves as an access to an existing Public School, Primary approximately 1,600 feet to the north. No restrictions on access to Las Verdes Street have been proposed through the site plan submitted.

At the time a field check was performed by staff, a trash enclosure as required per Condition #2 of Site Development Plan Review (SDR-1167) was not noted on site. The submitted site plan proposes to locate a trash enclosure at the northeast corner of the property with a zero-foot setback from the north and east property lines. A condition has been added requiring the applicant to relocate the proposed trash enclosure within the required setbacks of Title 19.08.050.

- **Landscape Plan**

The landscape plan submitted depicts no new modifications or additions to the landscape plan approved through Site Development Plan Review (SDR-1167), with the exception of the number of five-gallon shrubs provided. The previous landscape plan was approved with a zero-foot landscape buffer along the east and north perimeters, and 12-foot landscape buffers along the south and west perimeters. A total of six, 24-inch box trees with four, five-gallon shrubs per tree were required within the approved landscape planters; the current plans reflect the approved trees with only 10, five-gallon shrubs where 24 are required and 36 were originally provided. A condition has been added requiring the applicant to provide four, five-gallon shrubs for each required tree.

With the addition of the 12 parking spaces proposed through this review, the applicant is required to provide two parking lot landscape islands with one, 24-inch box tree and four, five-gallon shrubs provided in each island. The applicant has requested an Exception to this requirement to allow zero parking lot landscape islands. The addition of two parking lot landscape islands with 24-inch box trees will greatly enhance the eastern perimeter of this site, as this area of the subject property and nearby surrounding properties is currently devoid of landscape. Staff recommends denial of this request as the site plan indicates there is ample room to locate additional landscape.

- **Elevations**

The applicant has submitted photographs in lieu of elevations of the existing building. The exterior of the building will remain the same as approved through Site Development Plan Review (SDR-1167). The photographs indicate the southwest elevation will contain three garage door service bays which face the public rights-of-way of Sahara Avenue and Las Verdes Street, glass storefront windows and stone veneer. The service bays, which face the public rights-of-way, are allowable as they were approved as part of Site Development Plan Review (SDR-1167).

The northwest elevation contains stone veneer and wood siding with no windows while the southeast elevation contains glass storefront windows, an exit door and wood siding with stone accents. The northeast elevation contains three garage door service bays, wood siding, a small storage shed and an exterior-mounted evaporative cooler. The colors utilized on the building are white with red colored roll-up doorways, a red exit door and dark brown trim at the roofline with red and yellow accent stripes. An existing stone veneer column painted red with existing approved, permitted signage is visible above the roofline of the building.

An unscreened rooftop-mounted air conditioning unit was noted on the roof of the existing structure. Condition of Approval #1 of Site Development Plan Review (SDR-1167) required the applicant to screen the air conditioning unit from view; the site inspection and photographs submitted by the applicant indicate this Condition has not been addressed. A condition has been added requiring the applicant to screen the air conditioning unit on the roof per Title 19.08.050(E)(4)(c).

- **Floor Plan**

The floor plan for the existing building depicts three automotive service bays totaling 1,215 square feet in size and an existing 585 square-foot office. No indications on the plans have been made as to the specific uses of each room within the building; however the floor plan as proposed through this review remains unchanged from the floor plan approved through Site Development Plan Review (SDR-1167).

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area;"**

   The proposed development is not compatible with adjacent development and development in the area as the applicant is seeking a zoning designation, land use designation, and proposed use which is too intense for the surrounding 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;"**

   With the approval of the associated request for a General Plan Amendment (GPA-32167) to the GC (General Commercial) land use designation for the site, the proposed development will become the only GC (General Commercial) property within the surrounding area. Additionally, the Waiver requested for the Special Use Permit (SUP-52548) to allow a 23,900 square-foot parcel where 25,000 square feet is the minimum required indicates the subject property is not appropriate for the proposed Motor Vehicles Sales (Used) use.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

   Two existing driveways to Sahara Avenue, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways, will provide adequate access to the site. Additional access is gained from two existing driveways to Las Verdes Street, a 51-foot Local Street according to the Master Plan of Streets and Highways; however, concerns were raised at the neighborhood meeting regarding automobile test drives in the residential neighborhood and the fact that Las Verdes Street serves as an access to an existing Public School, Primary approximately 1,600 feet to the north. Staff notes that the proposed use will have a negative impact on the surrounding neighborhood if test drive restrictions are not implemented by the applicant.

4. **"Building and landscape materials are appropriate for the area and for the City;"**

   The buildings materials are appropriate for the area and for the City as the structure has been on subject property since 1965 and approved through Site Development Plan Review (SDR-1167). The landscape materials are not appropriate as the site is currently under landscaped and the applicant has requested an Exception to provide no parking lot landscape islands where two are required. The site provides ample room for the minimum required landscaping.

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 building elevations, design characteristics and architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance. Staff notes that the applicant is not updating, altering, painting or modifying the existing building in any way since the previous Site Development Plan Review (SDR-1167) was performed on 03/17/03.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

   The proposed Major Amendment to an approved Site Development Plan Review will not impact public health, safety, or welfare since the development will be subject to the International Building Code and City inspections during construction.

PLANNING COMMISSION ACTION

The Planning Commission recommended amending conditions 3 and 5 as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 301 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-32549** APN: 162-06-801-005

Name of Property Owner: Beard Family Trust

Name of Applicant: P's Auto Sales

Name of Representative: Tabitha Fiddyment

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Beard Family Trust Ephraim Beard-Trustee

Print Name: BEARD FAMILY TRUST EPHRAIM BEARD-TRUSTEE

Subscribed and sworn before me

This 25 day of Nov., 2008

Notary Public in and for said County and State

ABDUL KALIM
COMM. # 1800454
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JUL. 2, 2012

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

644,951v1 MAA 15663.1

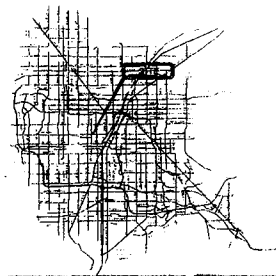


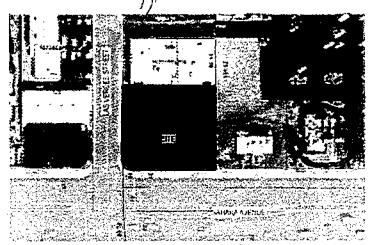




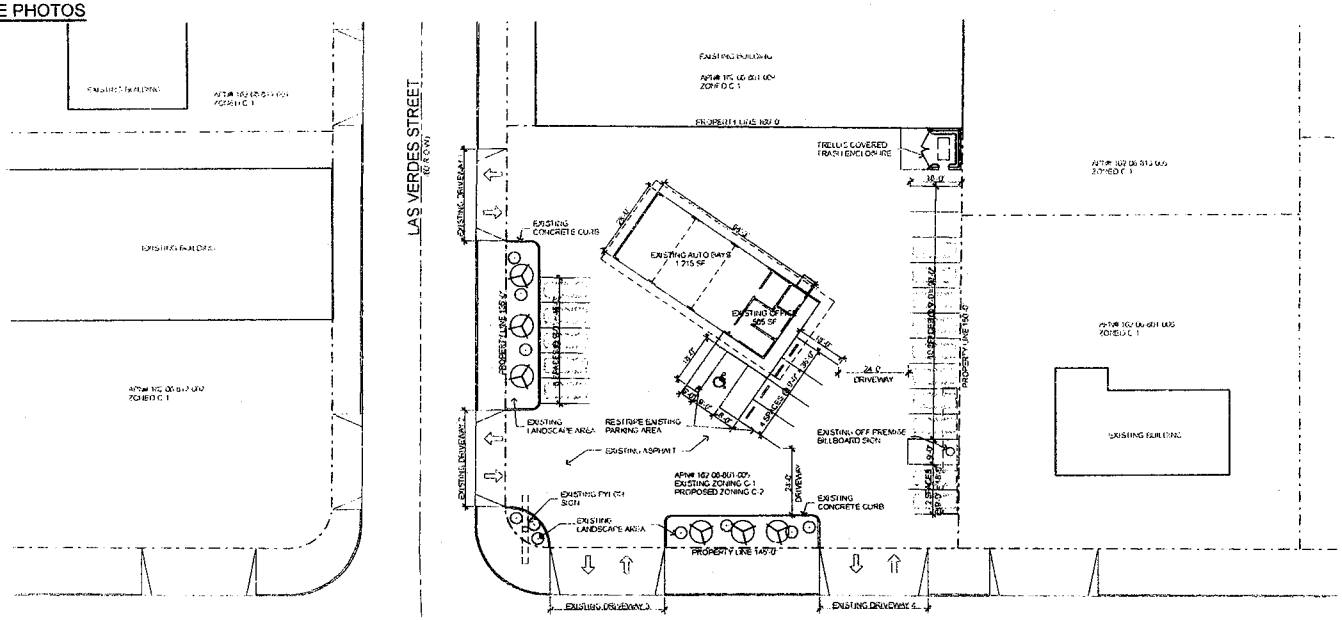


EXISTING LANDSCAPE PHOTOS





VICINITY & LOCATION MAPS



SITE PLAN

Site and Project Information

SITE DATA

PARCEL NUMBER	[illegible]
ZONING	[illegible]
EXISTING/PROPOSED CENTER TURN	[illegible]
EXISTING ZONING PROPOSED ZONING	C-1 C-2
PROPOSED USE	[illegible]
SITE AREA	[illegible]
[illegible]	[illegible]
FAR COVERAGE ALLOWED ACTUAL FAR COVERAGE	[illegible] [illegible]

BUILDING INFORMATION

BUILDING AREA	
AUTO BAYS	[illegible]
OFFICE	565 SF
TOTAL SQUARE FOOTAGE	[illegible]

PARKING AREA

PARKING AREA	REQUIRED NUMBER	[illegible]
MAIN VERSA BUILDING	1,215 SF @ 1/300 = 4	
OFFICE	565 SF @ 1/300 = 2	
STANDARD PARKING SPACES PROVIDED		[illegible]
HANDICAPPED SPACES PROVIDED		1
TOTAL PARKING		15
SPACES FOR SALE OF MOTOR VEHICLES PROVIDED		17

LANDSCAPE SCHEDULE	
TREES	
	EXISTING TREE
SHRUBS	
	EXISTING SHRUB

RECEIVED
JAN 22 2009

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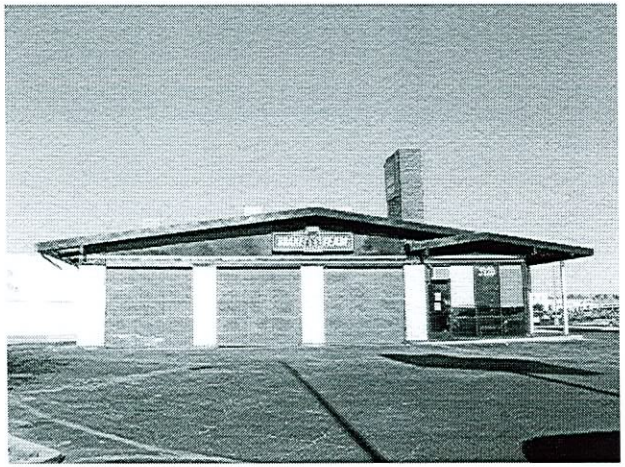
0 5 10 20 40

P's Auto Sales
3920 West Sahara Avenue
Las Vegas, Nevada 89102

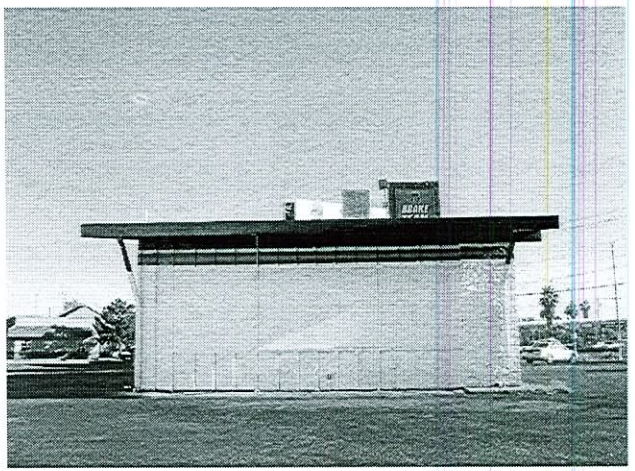
SITE PLAN
AS100

SDR-32549
REVISED
01/22/09 PC

Submitted after final agenda
Date 1-22-09 Item 26



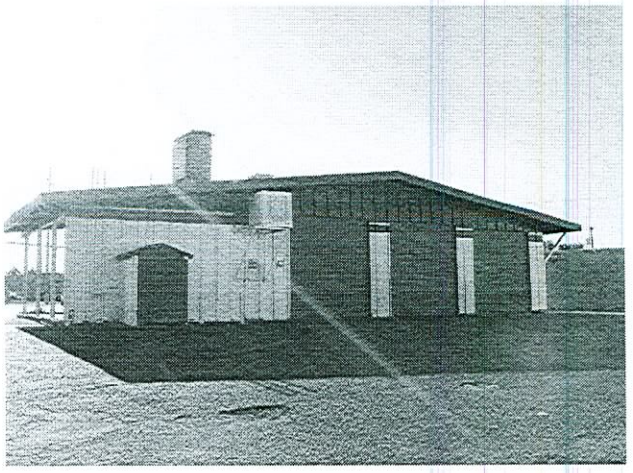
SOUTHWEST ELEVATION
N.T.S.



NORTHWEST ELEVATION
N.T.S.



SOUTHEAST ELEVATION
N.T.S.



NORTHEAST ELEVATION
N.T.S.

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P's Auto Sales
Design Review
3920 West Sahara Avenue
Las Vegas, Nevada 89102

RECEIVED
City of Las Vegas Submittal
DEC 09 2008
12.5.08

BUILDING ELEVATIONS

A200

SDR-32549
01/22/09 PC

SDR 32549				
P's Auto Sales				
3920 W. Sahara Ave.				
Proposed 1.68 thousand square foot vehicle sales development.				
Traffic produced by proposed development:				
Previous Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL LIGHT INDUSTRIAL [1000 SF]	1.68	6.97	12
AM Peak Hour			0.92	2
PM Peak Hour			0.98	2
(heaviest 60 minutes)				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	NEW CAR SALES [1000SF]	1.68	33.34	56
AM Peak Hour			2.05	3
PM Peak Hour			2.64	4
(heaviest 60 minutes)				
Net Increase	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	NEW CAR SALES [1000SF]	0		44
AM Peak Hour				1
PM Peak Hour				2
(heaviest 60 minutes)				
Existing traffic on all nearby streets: Count data unavailable for Las Verdes St.				
Sahara Ave.				
Average Daily Traffic (ADT)	61,396			
PM Peak Hour	4,912			
(heaviest 60 minutes)				
Valley View Blvd.				
Average Daily Traffic (ADT)	31,325			
PM Peak Hour	2,506			
(heaviest 60 minutes)				

Traffic Capacity of adjacent streets:				
	Existing Street Capacity			
Sahara Ave.	51800			
Valley View Blvd.	34500			
This project will add approximately 44 trips per day on Sahara Ave. and Valley View Blvd. This will increase expected volumes by less than 1 percent on both of these streets. Currently Sahara is over capacity and Valley View is at about 91 percent of capacity. Count data was unavailable for Las Verdes St. adjacent to this site. However, it is believed to be under capacity.				
Based on Peak Hour use, this development will add roughly 2 additional cars into the area; which works out to about 1 every 30 minutes				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-32549 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



SDR-32549 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



SDR-32549 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
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12/04/08



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JANUARY 22, 2009 PLANNING COMMISSION

12/04/08



SDR-32549 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST
3920 WEST SAHARA AVENUE
JANUARY 22, 2009 PLANNING COMMISSION

12/04/08

KUMMER KAEMPFER
ATTORNEYS AT LAW

KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

LAS VEGAS OFFICE
info@kkbrf.com

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 5, 2009

RECEIVED
JAN 05 2009

Dave Cornoyer
CITY OF LAS VEGAS
PLANNING DEPARTMENT
731 S. Fourth Street
Las Vegas, NV 89101

Re: Revised Justification Letter – APN 162-06-801-005
Special Use Permit & Site Development Plan Review
P's Auto Sales

Dear Dave:

This office represents the applicant in the above referenced matter. This application is a request for a special use permit and a major modification to an approved site development plan review (SDR-1167) for a used automobile dealership located on the northwest corner of Las Verdas Street and Sahara Avenue. The applicant is requesting in conjunction with special use permit to request a waiver to allow a 23,900 square-foot parcel where 25,000 square feet is the minimum required. .In addition, the applicant is requesting to allow zero parking lot landscape islands where two are required for the new parking added to the east end of the site depicted on the site development plan.

The subject site is part of an overall commercial center containing a variety of uses including, retail restaurant and office tenants. The existing building was previously entitled and utilized as an automobile repair shop that has since gone out of business. The applicant is proposing to use the existing facilities to store and display vehicles for sale on site. In addition, the applicant will be performing minimal repairs to vehicles as necessary within the existing building not to exceed the previous operations approved at this location.

The site is part of large commercial center, surrounded by commercial uses to the north, east south and west and is located on a 100 foot arterial, Sahara Avenue. Consequently, the proposed uses are entirely consistent with the area and will not have an adverse impact on surrounding properties. If approved, the proposed establishment will be making use of an abandoned building previously utilized as and already retrofitted for retail/repair/automobile type uses.

SDR-32549
REVISED
01/22/09 PC

KUMMER
KAEMPFER

We appreciate your kind consideration of our request. Should you have any questions, please call me. Thank you very much.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Tabitha D. Fiddyment

MAA
1/5/09

TDF/sli

RECEIVED
JAN 05 2009

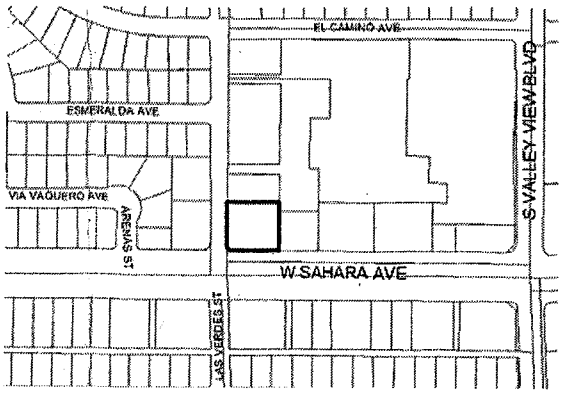
Application Information

SUP-32548 - APPLICANT: P'S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Special Use Permit FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT WITH A WAIVER TO ALLOW A 23,900 SQUARE-FOOT PARCEL WHERE 25,000 SQUARE FEET IS THE MINIMUM REQUIRED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian)

SDR-32549 - APPLICANT: P"S AUTO SALES - OWNER: BEARD FAMILY TRUST - Request for a Major Amendment to an approved Site Development Plan Review (SDR-1167) FOR A PROPOSED MOTOR VEHICLE SALES (USED) ESTABLISHMENT on 0.55 acres at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 1 (Tarkanian)

With cars waiting to turn and no signal and the crosswalk can't Belive you would post this. You should be held accountable for the accidents.

Application Location



The proposed project may not pertain to the entire highlighted project site.

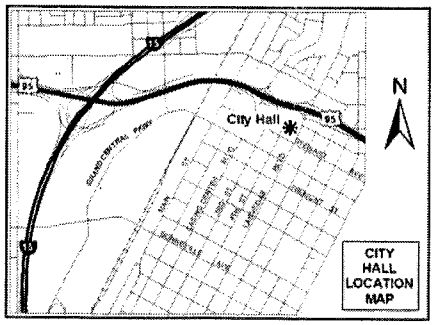
Public Hearing Information

Meeting:	City Council
Date:	***February 18, 2009***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call (702) 229-6311 (TDD 386-9108)

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 06 2009
MAILED FROM ZIP CODE 89101

2009 FEB 12 A 11:40

RECEIVED CITY CLERK

JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

Submitted after final agenda

Date 2/12/09 **Item** 83 & 84 W-4

LAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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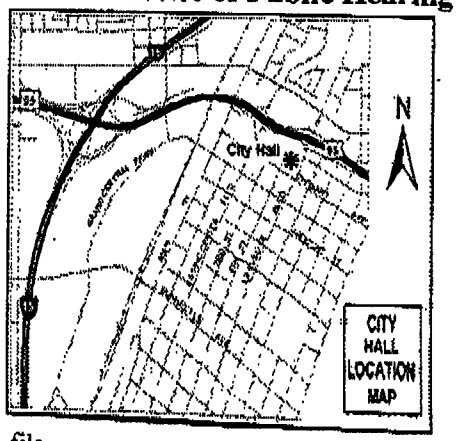

2009 FEB 11 A 8:44

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CITY CLERK

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

City Council Meeting of 2/18/2009

DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

this will create too much additional traffic in the residential area. a grammer school is only 4 blocks away & this is a school cro...

LAVDE11 89...

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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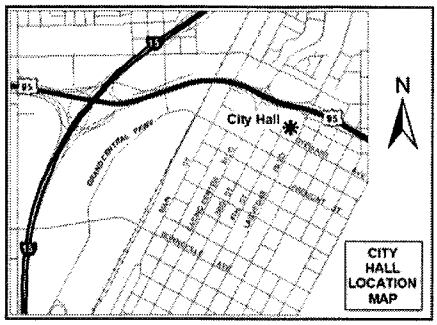

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

CASTRICONE RICHARD J & GLORIA R
4017 EL CAMINO AVE
LAS VEGAS NV 89102-3601

LAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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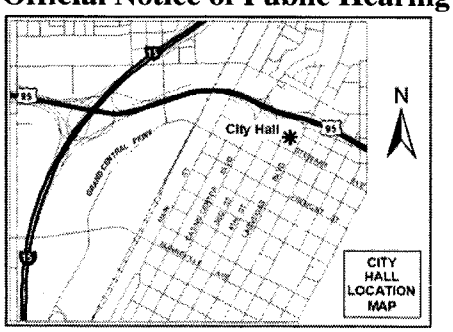

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

LAVDS11 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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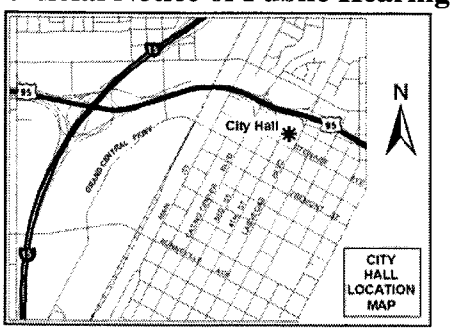

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

DEY FAMILY TRUST 2000
DEY EARL MELVIN & MARILYNN L TRS
4109 VIA VAQUERO AVE
LAS VEGAS NV 89102-3769

LAV0511 89102

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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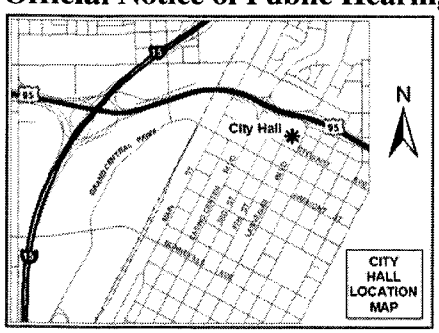
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

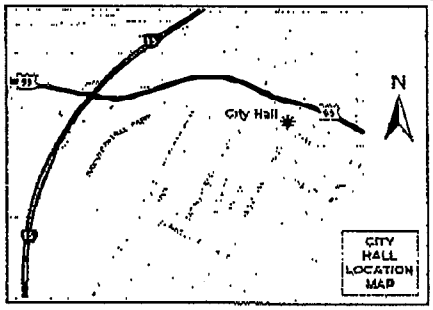
RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

LESARDE ENTERPRISES LTD
%N CARABET
7730 GRAYSTONE DR
WEST HILLS CA 91304-6148

LAV0511 91304

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

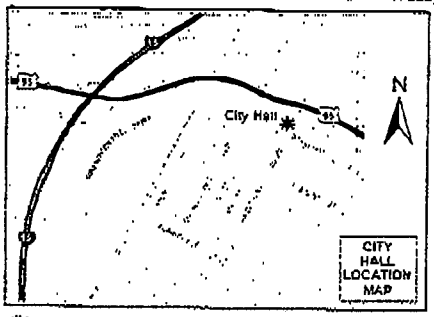
2009 FEB 12 P 2:22

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVOSIA 89180

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

GPA-32167 & ZON-32168
City Council Meeting of 2/18/2009

UNGAR INVESTMENTS L P
P O BOX 80246
LAS VEGAS NV 89180-0246

LAVOSIA 89180

PAGE 01/01

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2009 FEB 17 A 9:40

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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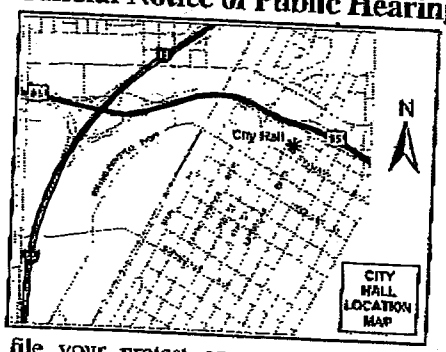

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

Please Vote NO Mrs. Tarkanian. Also please clean up the Graffiti & Remove the Massage Parlors!

LOPEZ RAFAEL & GRACIELA
3901 EL CONLON AVE
LAS VEGAS NV 89102-5862

LAVDS11 89102

7022479366 02:40 02/15/2009

Submitted after final agenda

Date 2/17/09 Item 83 & 84
W-1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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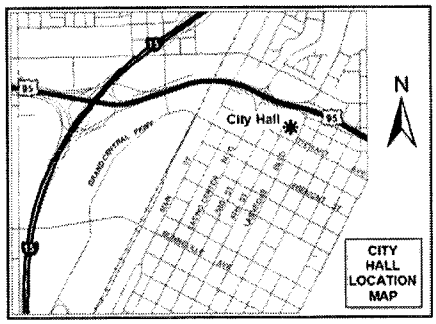

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
City Council Meeting of 2/18/2009

RECEIVED
CITY CLERK
2009 FEB 11 A 10:51

B K B K INC
%B KATZ
10353 GRIZZLY CREEK ST
LAS VEGAS NV 89178-3532

LAUDELL 89178

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M
0004239954 JAN 09 2009
$ 00.39⁴
MAILED FROM ZIPCODE 89101

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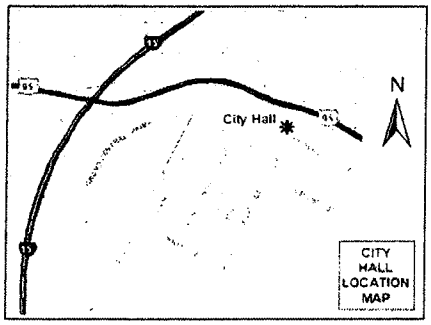
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

RECEIVED
JAN 16 2009

Case: SUP-32548

6207511011
SAHARA 2 L L C
%P ROBARTS
%BEST CO
6450 SPRING MOUNTAIN RD #12
LAS VEGAS NV 89146-8836

KAUDE11 89146

Submitted after final agenda

Item 1-22-09 Item 26

26P

ty of Las Vegas
ınning & Development Department
:velopment Services Center
l S. Fourth Street
s Vegas, Nevada 89101-2986

RECEIVED
JAN 16 2009
PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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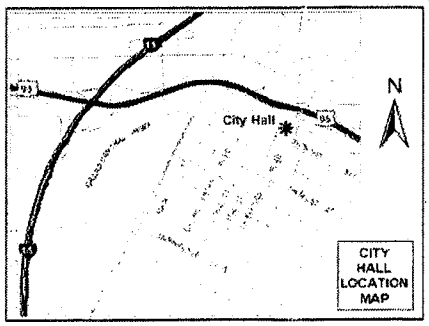

This area is Too congested for This. There is also School crossing that cars Do not stop or slow down for.

, you wish to file your protest or support on this request, check the ›propriate box below and return this card in an envelope with postage to the anning & Development Department at the address listed above or fax this de of this card to (702) 385-7268. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-32548 & SDR-32549

lanning Commission Meeting of 1/22/2009

Case: SUP-32548
16207513012
JENNINGS DONALD R & BARBARA
4024 SAN BERNARDINO AVE
LAS VEGAS NV 89102-5729

KAVDS11 89102

26P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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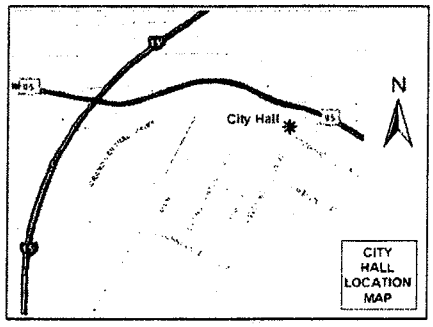

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

RECEIVED
JAN 16 2009

Case: SUP-32548

16207511010
SAHARA 2 L L C
%BEST CO
6450 W SPRING MOUNTAIN RD #12
LAS VEGAS NV 89146-8836

KAUDS11 89146

26P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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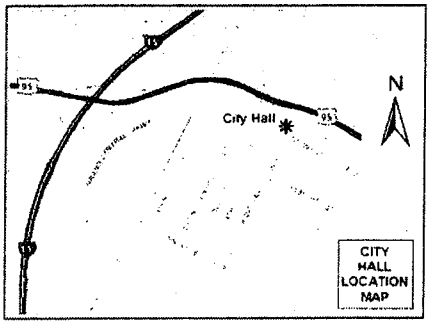
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

RECEIVED
JAN 16 2009

Case: SUP-32548
16207512001
SUNSHINE ONE L L C
%P ROBARTS
%BEST CO
6450 SPRING MOUNTAIN RD #12
LAS VEGAS NV 89146-8836

KAUDE11 89146

26P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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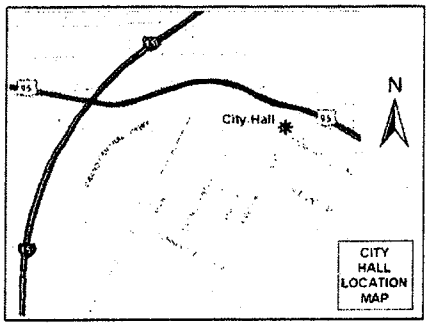

This would create too much traffic for this area. A grammar school is only 4 blocks away, CSN has two buildings in the same block with many students in computer classes held there. School crossing is conducted at this same location.
This is a very bad idea.
Would also lower property values in this residential area.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

Planning Commission Meeting of 1/22/2009

Case: SUP-32548

16206810001
DOWNS DOROTHY C
2221 LOS ALTOS ST
LAS VEGAS NV 89102-3775

RECEIVED
JAN 13 2009

KAVDS11 89102

26P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.394
0004239954 JAN 09 2009
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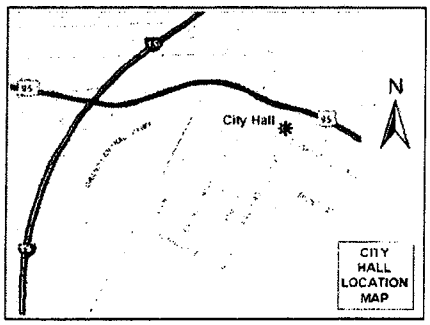
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549

Planning Commission Meeting of 1/22/2009

RECEIVED
JAN 16 2009

Case: SUP-32548
16206811043
WILSON ELIZABETH A
3813 LA PASADA AVE
LAS VEGAS NV 89102-3835

KAUDS11 89102

26P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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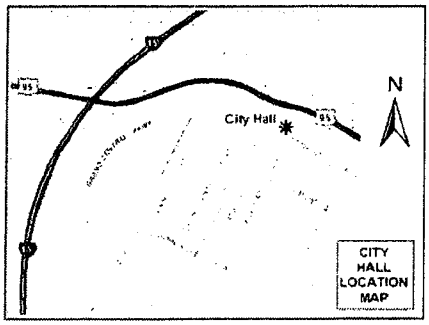
0004239954 JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 16 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32548 & SDR-32549
Planning Commission Meeting of 1/22/2009

Case: SUP-32548
16206811042
ALBERT FAMILY TRUST
3901 LA PASADA AVE
LAS VEGAS NV 89102-0533

KAVOS11 A3102

26P

City of Las Vegas Agenda Item No.: **101.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

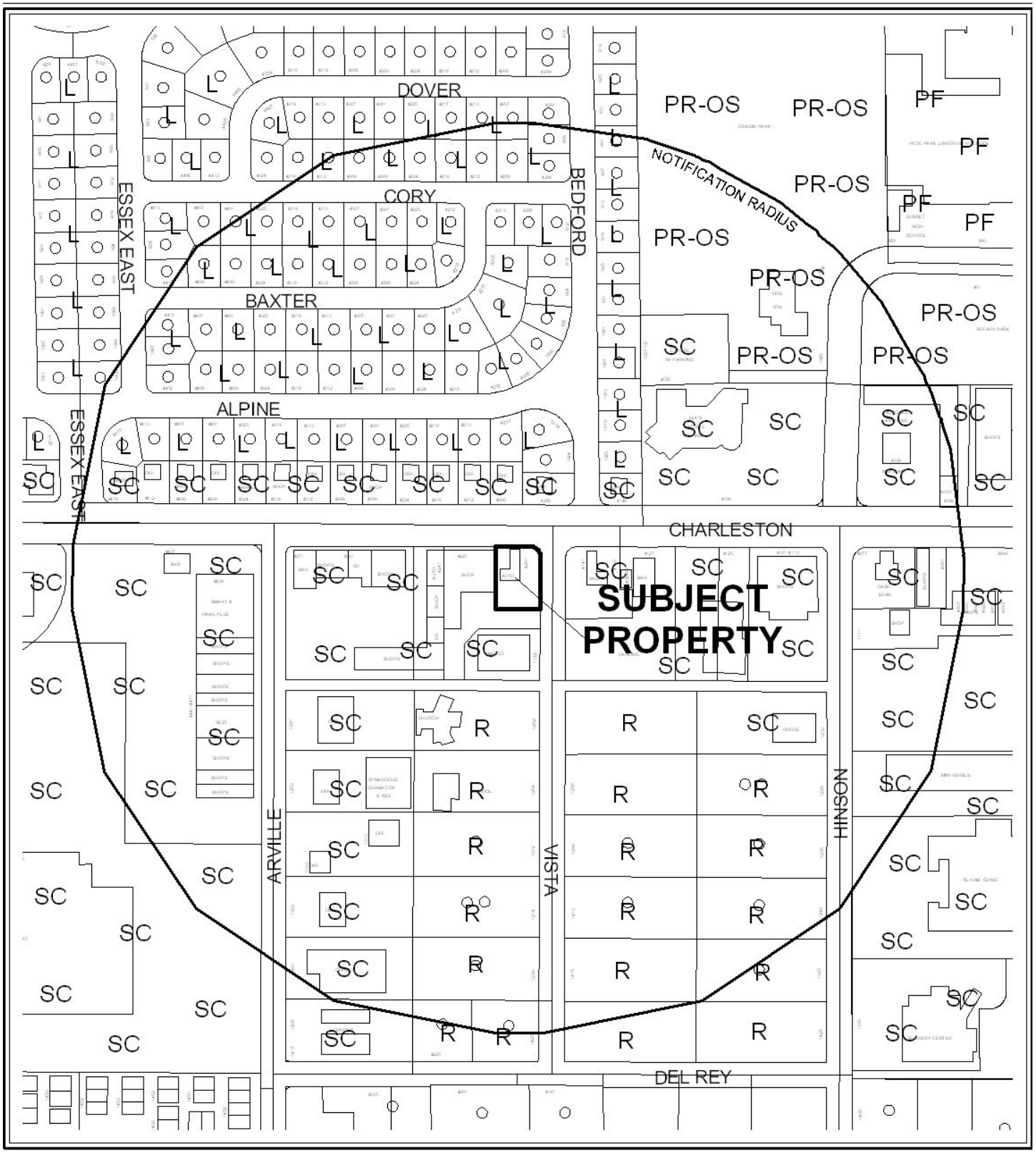
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-32424 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: GARNON LLC - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.35 acres at 4201 West Charleston Boulevard (APN 162-06-510-004), Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 21



CASE: **GPA-32424**

RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

N



CASE: **GPA-32424**

RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-32424 – APPLICANT/OWNER: GARNON LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Amend a portion of the Southeast Sector of the General Plan from SC (Service Commercial) to GC (General Commercial) on 0.35 acres at 4201 West Charleston Boulevard. An associated Special Use Permit (SUP-30693) has been submitted with this request to allow an Auto Repair Garage, Major on the subject site.

The proposed Amendment to a GC (General Commercial) Land Use designation is not compatible with the existing SC (Service Commercial) properties that surround the subject site. Due to the increase in intensity of land use and incompatibility with the surrounding land uses this request would create, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/03/76	The Board of City Commissioners approved a request for a Reclassification of Property (Z-0071-76) from C-1 (Limited Commercial) to C-2 (General Commercial) to allow proposed retail tire sales at 4201 West Charleston Boulevard. The Planning Commission recommended approval.
06/06/79	The Board of City Commissioners approved a request for a Plot Plan Review (Z-0071-76) to allow a new franchise car dealership in addition to the existing new tire sales operation at 4201 West Charleston Boulevard. The Planning Commission recommended approval.
04/23/81	The Board of Zoning Adjustment approved (final action) a request for a Variance (V-0015-81) to allow a major brake repair operation at 4201 West Charleston Boulevard.
06/23/92	The Board of Zoning Adjustment approved (final action) a request for a Special Use Permit (U-0122-92) to allow a truck and trailer rental service with a maximum of four trucks or trailers at 4201 West Charleston Boulevard.
11/05/08	Code Enforcement processed a complaint (Case #71570) for possible code violations at 4201 West Charleston Boulevard. The case was resolved on 11/20/08.
04/09/09	The Planning Commission recommended denial of companion item SUP-30693 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #21/ne).
Related Building Permits/Business Licenses	
08/29/96	A business license (#G02-00351) was issued for an auto repair garage, minor at 4201 West Charleston Boulevard. The business license was marked out on 09/03/08.

07/02/08	A building permit (#119020) was issued for a perimeter wall at 4201 West Charleston Boulevard. The permit was finaled on 08/13/08.
07/15/08	A business license (#G02-00817) was issued for an auto repair garage, minor at 4201 West Charleston Boulevard. The business license is active.
Pre-Application Meeting	
11/14/08	A pre-application meeting was held where the submittal requirements for a General Plan Amendment were discussed.
Neighborhood Meeting	
02/10/09	Start: 5:40pm End: 6:15pm Applicant: 3 Public: 7 Staff: 1 (Planning & Development) The applicant explained that they would be doing major auto repair (transmission repair, engine replacement), and that they also needed approval for the storage containers. It was stated that there would be no significant changes to the existing building on the site. The following question and concerns were raised from the public: • Members of the public were generally unconcerned with the proposed auto repair use, but did have concerns about test drives being conducted on Vista Drive and in the residential neighborhood to the south. • There were concerns about an excessive number of cars awaiting repairs being parked on the site. • Residents expressed a desire to see landscaping on the site; the applicant stated that he was amenable to installing landscaping if there was adequate room. • Residents noted that the painting of the building and the construction of the wall at the rear of the property were an improvement. The applicant committed to work with staff to see if landscaping could be installed at the perimeter of the property, and also agreed that no test drives would be conducted in the residential neighborhood.
Field Check	
10/17/08	During a routine site visit, staff observed automobiles for sale, storage containers, non-permitted temporary signage, and a wrecked, abandoned car parked along the east perimeter of the subject site.

Details of Application Request	
Site Area	
Net Acres	0.35

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Auto Repair Garage - Minor	SC (Service Commercial)	C-2 (General Commercial)
North	Vacant Commercial Building	SC (Service Commercial)	C-1 (Limited Commercial)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)
South	Specialty Food Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Vacant Tavern (Skinny Dugan's)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Vacant Commercial Building (Carpeteria)	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**No structure shall be erected, altered or maintained on any parcel within the boundaries of the Airport Overlay District that would violate the height limitations defined by the McCarran Airport Overlay Map and the North Las Vegas Airport Overlay Map. The subject site is within the 175-foot contour limitation and the proposed land use designation will not alter the building height. The existing building does not violate the height limitations.*

ANALYSIS

- **SC (Service Commercial) Master Plan Land Use Designation**

  The (SC) Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The (SC) Service Commercial category may also allow mixed-use development with a residential component where appropriate. The existing SC (Service Commercial) General Plan designation restricts the land uses to that of ones allowable within compatible zoning districts. In this example, the site is limited to uses that are permitted within a C-1 (Limited Commercial) zoning district. As such, a proposed use like an Auto Repair Garage, Major, would not be permitted as they are prohibited within a C-1 (Limited Commercial) zoning district.

- **GC (General Commercial) Master Plan Land Use Designation**

  The (GC) General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses as hotels, motels, apartment hotels and similar uses. The (GC) General Commercial category allows (SC) Service Commercial uses, and may also allow mixed-use development with a residential component where appropriate.

  The applicant is proposing to amend the current SC (Service Commercial) Master Plan Land Use designation to the GC (General Commercial) Master Plan Land Use designation in efforts to allow for a more intense commercial use of the subject property.

  This amendment was submitted in conjunction with a request for a Special Use Permit (SUP-30693) to allow an Automotive Repair Garage, Major on the subject site. The GC (General Commercial) designation is not compatible with the surrounding SC (Service Commercial) land use designations in the area, as the subject site would be the only parcel designated GC (General Commercial) within the Charleston Boulevard commercial corridor from Valley View Boulevard to Decatur Boulevard. Therefore, staff recommends denial of this General Plan Amendment request.

FINDINGS

Section 19.18.030.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,

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 Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The proposed GC (General Commercial) Land Use designation on a parcel currently designated as SC (Service Commercial) is not compatible with the existing SC (Service Commercial) properties that surround the subject site. Due to the increase in the allowed intensity of land use and the subsequent incompatibility with the surrounding land uses, staff recommends denial of this request.

In regard to "2":

The subject site has an existing zoning of C-2 (General Commercial), which is the most intense zoning district allowed by the proposed GC (General Commercial) General Plan designation. The most intense uses allowed by the C-2 (General Commercial) district are not compatible with the adjacent P-R (Professional Office and Parking) and C-1 (Limited Commercial) zoning districts, and are currently limited by the existing SC (Service Commercial) General Plan designation.

In regard to "3":

Site access is adequately provided primarily by Charleston Boulevard, classified as a 100-foot wide Primary Arterial by the Master Plan Streets and Highways. Secondary access is also provided off of Vista Drive, a 60-foot wide Collector Street, which primarily serves the neighborhood residents.

In regard to "4":

There are no other plans or policies that apply to the subject site.

PLANNING COMMISSION ACTION

There was one speaker in favor of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 146 by City Clerk

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-32424 APN: 162-06-510-004

Name of Property Owner: GARNON LLC

Name of Applicant: GARCIA'S AUTO. CENTER

Name of Representative: FRED GARCIA

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: Fred Garcia

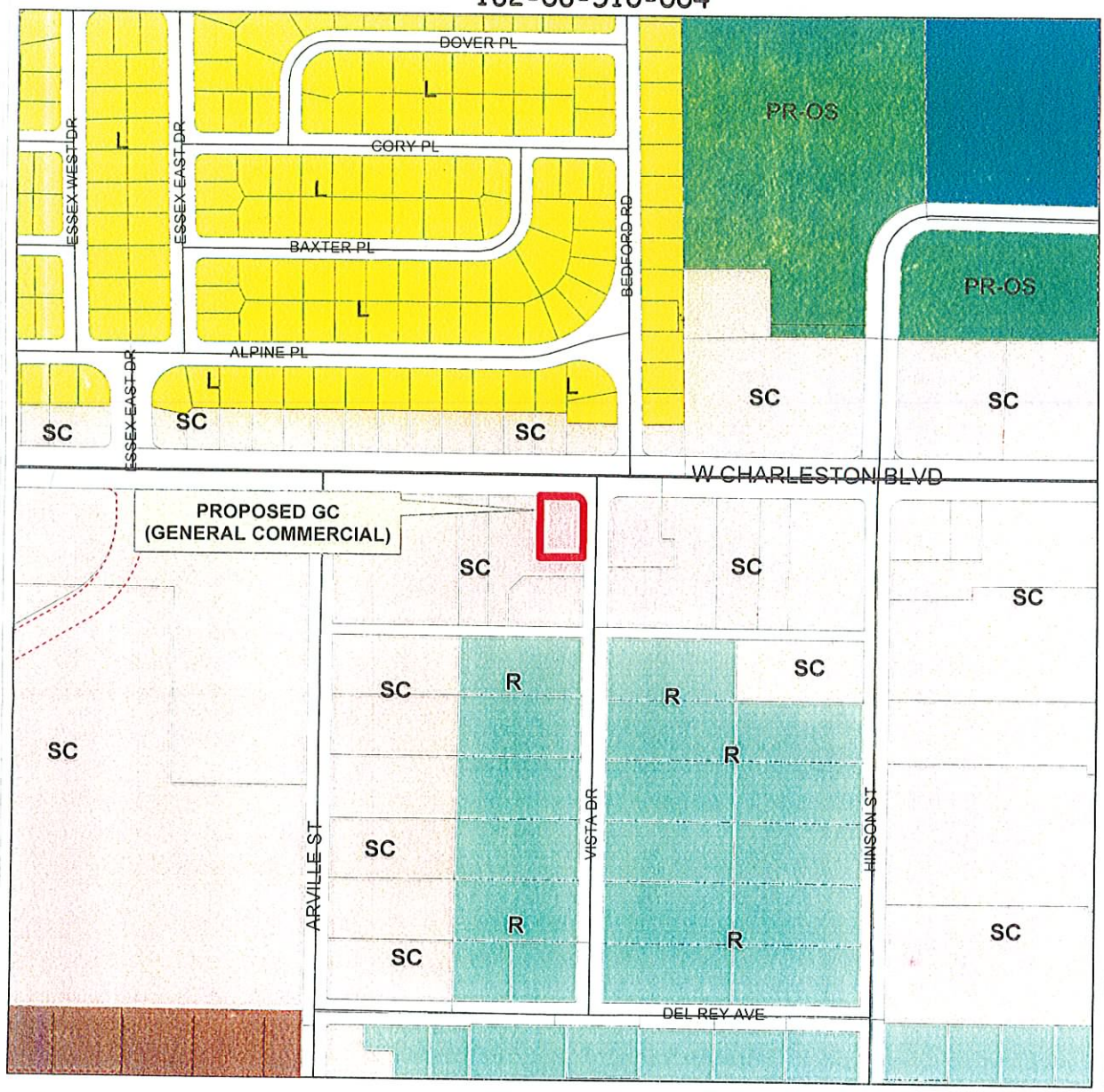
Subscribed and sworn before me

This 19 day of November, 20 08

[signature]
Notary Public in and for said County and State

LINDA AMATO
Notary Public State of Nevada
No. 01-69257-1
My appt. exp. May 2, 2009

162-06-510-004



- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Right - of - Way

RECEIVED

DEC 04 2008

GPA-32424

03/12/09 PC



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



GPA-32424 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08

CITY PLANNING DEPARTMENT : MARCH 2ND 2009

WE RECENTLY PURCHASSED A AUTO REPAIR BUSINESS
LOCATED AT 4201 WEST CHARLESTON BL
IT IS ZONED C2 MINOR AUTO REPAIR
I WOULD LIKE TO APPLY FOR A GENERAL PLAN ..
AMENDMENT FOR A C2 MAJOR AUTO REPAIR AT THIS
LOCATION
THE REPAIRS THAT WE WOULD BE DOING WOULD BE
REMOVE AND REPLACE ENGINS OR TRANSMISSIONS .
WE WOULD NOT OVERHAUL THEM . .

WE HAVE HELD A NEIGHBORHOOD MEETING THE
RESIDENTS IN THE AREA WERE NON CONCERNED
ABOUT THE PROPOSED USE OF THE AUTO REPAIR.

THANK YOU

RECEIVED
MAR 0 3 2009

GPA-32424 SUP-30693
SDR-32426 04/09/09 PC
REVISED

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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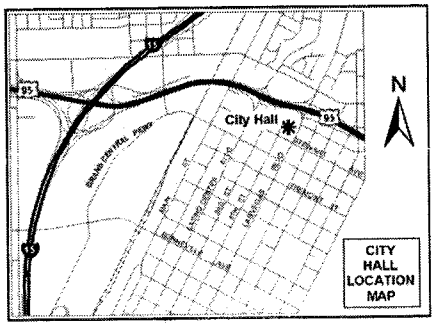

RECEIVED C. BYRD
MAR 30 2009
ACTION_____

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CITY CLERK
2009 APR 13 A 11:00

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32424 & SUP-30693
Planning Commission Meeting of 4/9/2009

Case: GPA-32424

16206510040
4127 CHARLESTON L L C
%FENNEMORE CRAIG
%C BYRD
300 S 4TH ST #1400
LAS VEGAS NV 89101-6021

Submitted after meeting
Date 4/13/09 Item 21 & 22

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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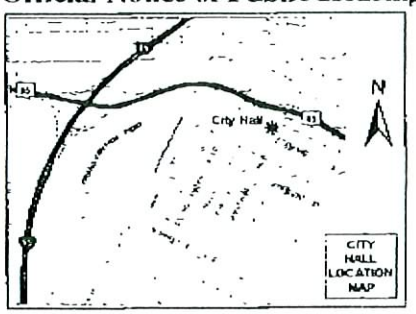
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32424 & SUP-30693

Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 0 2009

Case GPA-32424
13931411028
ANTON PAMELA SUE
5317 HARMONY AVE
LAS VEGAS NV 89107-0312

21 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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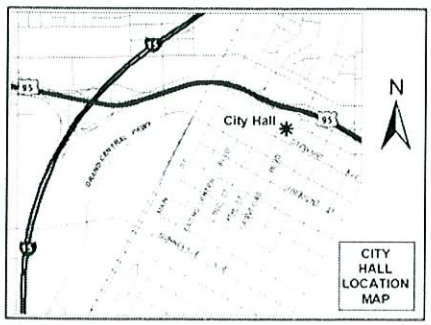
MAR 27 2009
MAILED FROM ZIPCODE 89101

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.

GPA-32424 & SUP-30693
Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: GPA-32424
16206510028
BAUGHMAN & TURNER
1210 HINSON ST
LAS VEGAS NV 89102-1604

21A

City of Las Vegas Agenda Item No.: **102.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

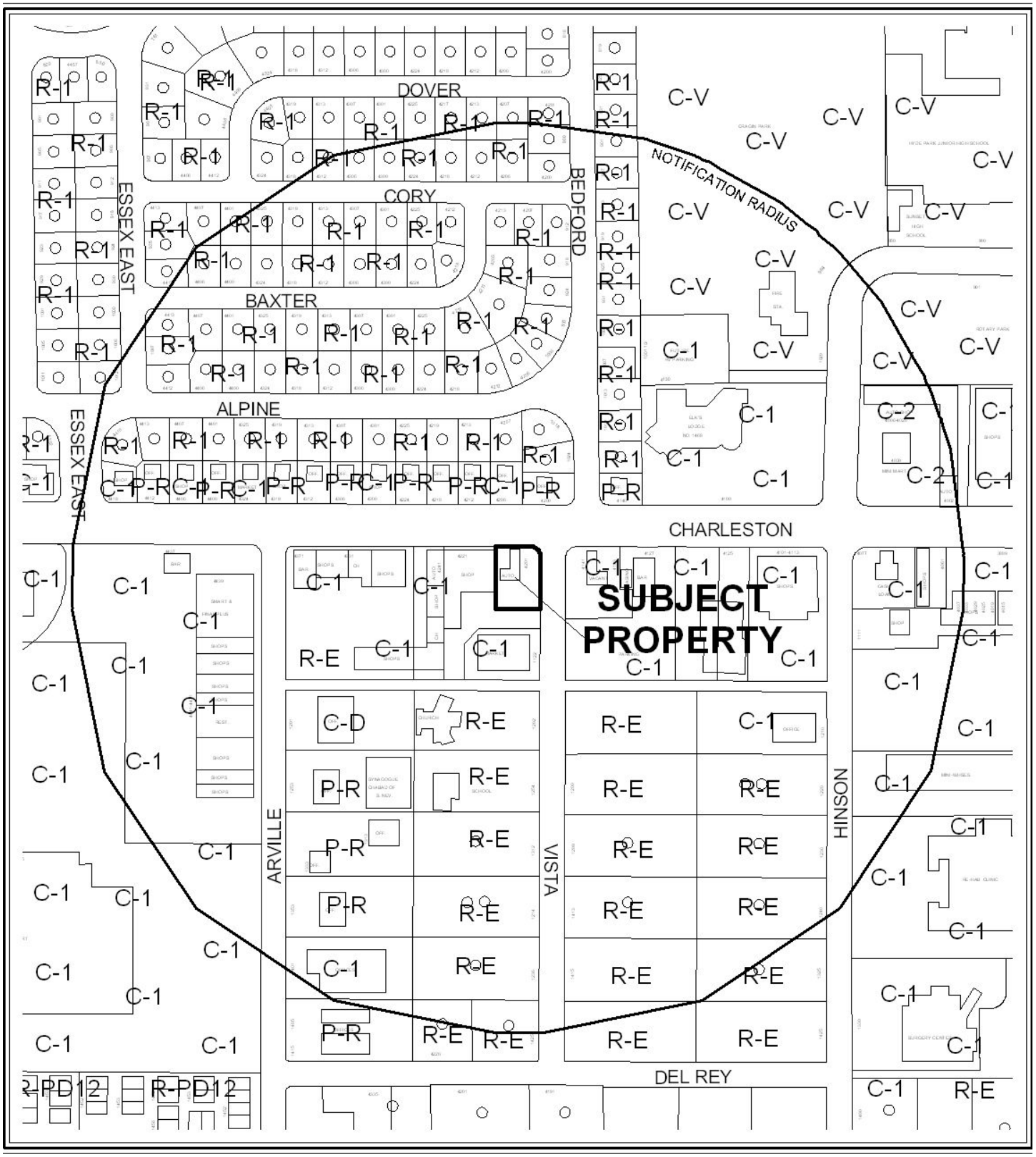
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-30693 - SPECIAL USE PERMIT RELATED TO GPA-32424 - PUBLIC HEARING - APPLICANT/OWNER: GARNON, LLC - Request for a Special Use Permit FOR A PROPOSED AUTO REPAIR GARAGE (MAJOR) WITH A WAIVER TO ALLOW THE OPENINGS OF THE SERVICE BAYS TO FACE THE PUBLIC RIGHT-OF-WAY at 4201 West Charleston Boulevard (APN 162-06-510-004), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 22



CASE: **SUP-30693**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **SUP-30693**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-30693 – APPLICANT/OWNER: GARNON, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for an Auto Repair Garage, Major use, including parking requirements.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The storage container located adjacent to the west side of the building is to be removed before the issuance of a business license for an Auto Repair Garage, Major.

4. The storage container located within the southwest corner of the subject site is to be painted to match the existing building and relocated in accordance with Title 19.08.050 Commercial Development Standards before the issuance of a business license for an Auto Repair Garage, Major.

5. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.

6. The parking lot is to be striped in compliance with Title 19.04 parking requirements for an Auto Repair Garage, Major, demonstrating at a minimum nine (9) standard parking spaces and one (1), van accessible handicap parking space.

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 request for a Special Use Permit to allow an Auto Repair Garage, Major with a Waiver to allow the service bays to face the public right-of-way at 4201 W. Charleston Boulevard.

An associated application for a General Plan Amendment (GPA-32424) has been submitted in conjunction with this Special Use Permit request as the subject site has a General Plan designation of SC (Service Commercial). Although the subject site is zoned C-2 (General Commercial), the current land use designation of SC (Service Commercial) does not allow the C-2 (General Commercial) district which allows the Auto Repair Garage, Major use. Due to the intensity of the land use proposed and the incompatibility with the surrounding land uses, staff is recommending denial.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/03/76	The Board of City Commissioners approved a request for a Reclassification of Property (Z-0071-76) from C-1 (Limited Commercial) to C-2 (General Commercial) to allow proposed retail tire sales at 4201 West Charleston Boulevard. The Planning Commission recommended approval.
06/06/79	The Board of City Commissioners approved a request for a Plot Plan Review (Z-0071-76) to allow a new franchise car dealership in addition to the existing new tire sales operation at 4201 West Charleston Boulevard. The Planning Commission recommended approval.
04/23/81	The Board of Zoning Adjustment approved (final action) a request for a Variance (V-0015-81) to allow a major brake repair operation at 4201 West Charleston Boulevard.
06/23/92	The Board of Zoning Adjustment approved (final action) a request for a Special Use Permit (U-0122-92) to allow a truck and trailer rental service with a maximum of four trucks or trailers at 4201 West Charleston Boulevard.
11/05/08	Code Enforcement processed a complaint (Case #71570) for possible code violations at 4201 West Charleston Boulevard. The case was resolved on 11/20/08.
04/09/09	The Planning Commission recommended denial of companion item GPA-32424 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #22/ne).
Related Building Permits/Business Licenses	
08/29/96	A business license (#G02-00351) was issued for an auto repair garage, minor

	at 4201 West Charleston Boulevard. The business license was marked out on 09/03/08.

07/02/08	A building permit (#119020) was issued for a perimeter wall at 4201 West Charleston Boulevard. The permit was finaled on 08/13/08.
07/15/08	A business license (#G02-00817) was issued for an auto repair garage, minor at 4201 West Charleston Boulevard. The business license is active.
Pre-Application Meeting	
11/14/08	A pre-application meeting was held where the submittal requirements for a Special Use Permit for an Auto Repair Garage, Major were discussed.
Neighborhood Meeting	
02/10/09	A neighborhood meeting was held for the associated General Plan Amendment application : Start: 5:40pm End: 6:15pm Applicant: 3 Public: 7 Staff: 1 (Planning & Development) The applicant explained that they would be doing major auto repair (transmission repair, engine replacement), and that they also needed approval for the storage containers. It was stated that there would be no significant changes to the existing building on the site. The following question and concerns were raised from the public: • Members of the public were generally unconcerned with the proposed auto repair use, but did have concerns about test drives being conducted on Vista Drive and in the residential neighborhood to the south. • There were concerns about an excessive number of cars awaiting repairs being parked on the site. • Residents expressed a desire to see landscaping on the site; the applicant stated that he was amenable to installing landscaping if there was adequate room. • Residents noted that the painting of the building and the construction of the wall at the rear of the property were an improvement. The applicant committed to work with staff to see if landscaping could be installed at the perimeter of the property, and also agreed that no test drives would be conducted in the residential neighborhood.
Field Check	
10/17/08	During a routine site visit, staff observed automobiles for sale, storage containers, non-permitted temporary signage, and a wrecked, abandoned car parked along the east perimeter of the subject site.

Details of Application Request	
Site Area	
Net Acres	0.35

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Auto Repair Garage - Minor	SC (Service Commercial)	C-2 (General Commercial)
North	Vacant Commercial Building	SC (Service Commercial)	C-1 (Limited Commercial)
	Office	SC (Service Commercial)	P-R (Professional Office and Parking)
South	Specialty Food Store	SC (Service Commercial)	C-1 (Limited Commercial)
East	Vacant Tavern (Skinny Dugan's)	SC (Service Commercial)	C-1 (Limited Commercial)
West	Vacant Commercial Building (Carpeteria)	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District – 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

**No structure shall be erected, altered or maintained on any parcel within the boundaries of the Airport Overlay District that would violate the height limitations defined by the McCarran Airport Overlay Map and the North Las Vegas Airport Overlay Map. The subject site is within the 175-foot contour limitation and the proposed Auto Repair Garage, Major will not alter the building height. The existing building does not violate the height limitations.*

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Auto Repair Garage, Major	1,075 SF	5 spaces, plus one space for each 200 square feet of gross floor area.	9	1	13	1	Y
SubTotal			9	1	13	1	
TOTAL (including handicap)			10		14		

Waiver		
Request	**Requirement**	**Staff Recommendation**
Service bays to be allowed to face the public right-of-way (Charleston Boulevard).	Openings in service bays shall not face public right-of-way and shall be designed to minimize the visual intrusion into adjoining properties.	Denial

ANALYSIS

●Zoning

The subject site has a land use designation of SC (Service Commercial). The (SC) Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The (SC) Service Commercial category may also allow mixed-use development with a residential component where appropriate.

In 1976, the subject site was Reclassified from C-1 (Limited Commercial) to C-2 (General Commercial) to allow for tire sales. The City of Las Vegas adopted the Las Vegas 2020 Master Plan in 2000 designating the subject site as SC (Service Commercial). Although the subject site is zoned C-2 (General Commercial), the current land use designation of SC (Service Commercial) does not allow the C-2 (General Commercial) district which allows the Auto Repair Garage, Major use. The applicant is seeking to Amend the General Plan from SC (Service Commercial) to GC (General Commercial) to have the appropriate land use designation for the existing C-2 (General Commercial) district in order to obtain a Special Use Permit for the subject site to allow for an Auto Repair Garage, Major.

The C-1 (Limited Commercial) district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 (Limited Commercial) district is consistent with the SC (Service Commercial) category of the General Plan.

The C-2 (General Commercial) 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 developments and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the GC (General Commercial) category of the General Plan.

- **Use**

Title 19.04 defines an Auto Repair Garage, Major as a facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility which performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds. An Auto Repair Garage, Minor is defined as a facility for the performance of minor repairs and service on vehicles of 10,000 pounds gross vehicle weight or less. Such repairs and service are limited to electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front end alignments, battery recharging, lubrication, selling/installing minor parts and accessories, and other similar activities. This use also includes the repair and installation of other minor elements of an automobile such as windshield wipers, hoses, windows, etc., but excludes general engine repairs, engine installation, and the repair and installation of transmissions and differentials.

●Minimum Special Use Permit Requirements:

1. All repair and service work shall be performed within a completely enclosed building.
2. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
3. Openings in service bays shall not face public right-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. All disabled or wrecked vehicles shall be stored in an area that is screened from view from the surrounding properties and adjoining streets.
5. Outdoor hoists are prohibited.
6. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.
7. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.
8. Outdoor bells and loudspeakers are prohibited.

The subject site is not in compliance with condition number three (3). A Waiver has been requested to allow for the service bays to face the public right-of-way.

●Waiver

The subject site is an existing Auto Repair Garage, Minor within an existing non-conforming building constructed in 1957. The existing service bays face Charleston Boulevard, not complying with condition number three of Title 19.04 Special Use Permit requirements, requiring the service bays to not face the public right-of-way. A Waiver has been requested to allow the service bays to face the public right-of-way.

●Site Plan

The applicant has proposed no changes to the existing site. The site plan demonstrates an existing Auto Repair Garage, Minor, with two canopies, a shop and office area, and a rear yard that is enclosed by a six-foot block wall installed by the applicant. The subject site currently does not have the required parking lot striping. A condition has been added requiring the applicant to stripe the parking lot in accordance with Title 19.04 parking requirements for an Auto Repair Garage, Major.

There are two (2) storage containers located on the subject site; the first storage container is located in the far southwest corner of the subject site, with the second storage container located adjacent to the east side of the building with an access doorway constructed from the interior of the repair garage to the storage container. The applicant purchased the property not knowing the storage containers were put into place illegally, and has worked with Planning and Development for a solution for the storage containers. The Department of Building and Safety has determined that this type of storage container is not capable of being fire rated and requires them to be located 10 feet away from another structure. The applicant has agreed to remove the storage container located adjacent to the east side of the building, and to relocate the storage container located in the far southwest corner of the subject site in compliance with Title 19.08.050 Commercial Development Standards. A condition has been added to ensure compliance for both existing storage containers.

FINDINGS

The following findings must be made for a Special Use Permit:

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."**

   Although the subject site is zoned C-2 (General Commercial), the current land use designation of SC (Service Commercial) does not allow the C-2 (General Commercial) district which allows the Auto Repair Garage, Major use. Staff finds that the proposed Auto Repair Garage, Major is too intense for the subject location and is not compatible with the surrounding area, as the applicant has submitted an associated General Plan Amendment (GPA-32424), to amend the General Plan from SC (Service Commercial) to GC (General Commercial)

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type of use, however not the intensity of the use as a General Plan Amendment (GPA-32424) from SC (Service Commercial) to GC (General Commercial) is required to allow the Auto Repair Garage, Major use on the subject site. The current land use designation of SC (Service Commercial) does not allow the more intensive use of an Auto Repair Garage, Major.

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 located on the southwest corner of Vista Drive and Charleston Boulevard. Site Access is provided for by Charleston Boulevard, a 100-foot Primary Arterial, and Vista Drive, a 60-foot Collector Street, defined by the Master Plan of Streets and Highways. Both roadways are adequate to meet the traffic needs of this use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed Auto Garage, Major is subject to State of Nevada and City of Las Vegas inspections and would not compromise public health or safety. However, approval of this Special Use Permit would be inconsistent with the overall objectives of the General Plan as the proposed use is too intense, and therefore not compatible with the adjacent surrounding land uses.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The subject site is an existing Auto Repair Garage, Minor within an existing non-conforming building constructed in 1957. The existing service bays face Charleston Boulevard, not complying with condition number three of Title 19.04 Special Use Permit requirements, requiring the service bays to not face the public right-of-way. A Waiver has been requested to allow the service bays to face the public right-of-way.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 146 by City Clerk

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-30693** APN: 162-06-510-004

Name of Property Owner: GARNON LLC

Name of Applicant: _____

Name of Representative: _____

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 _____X_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

RECEIVED
OCT 7 2008

Signature of Property Owner: Fred Garnon

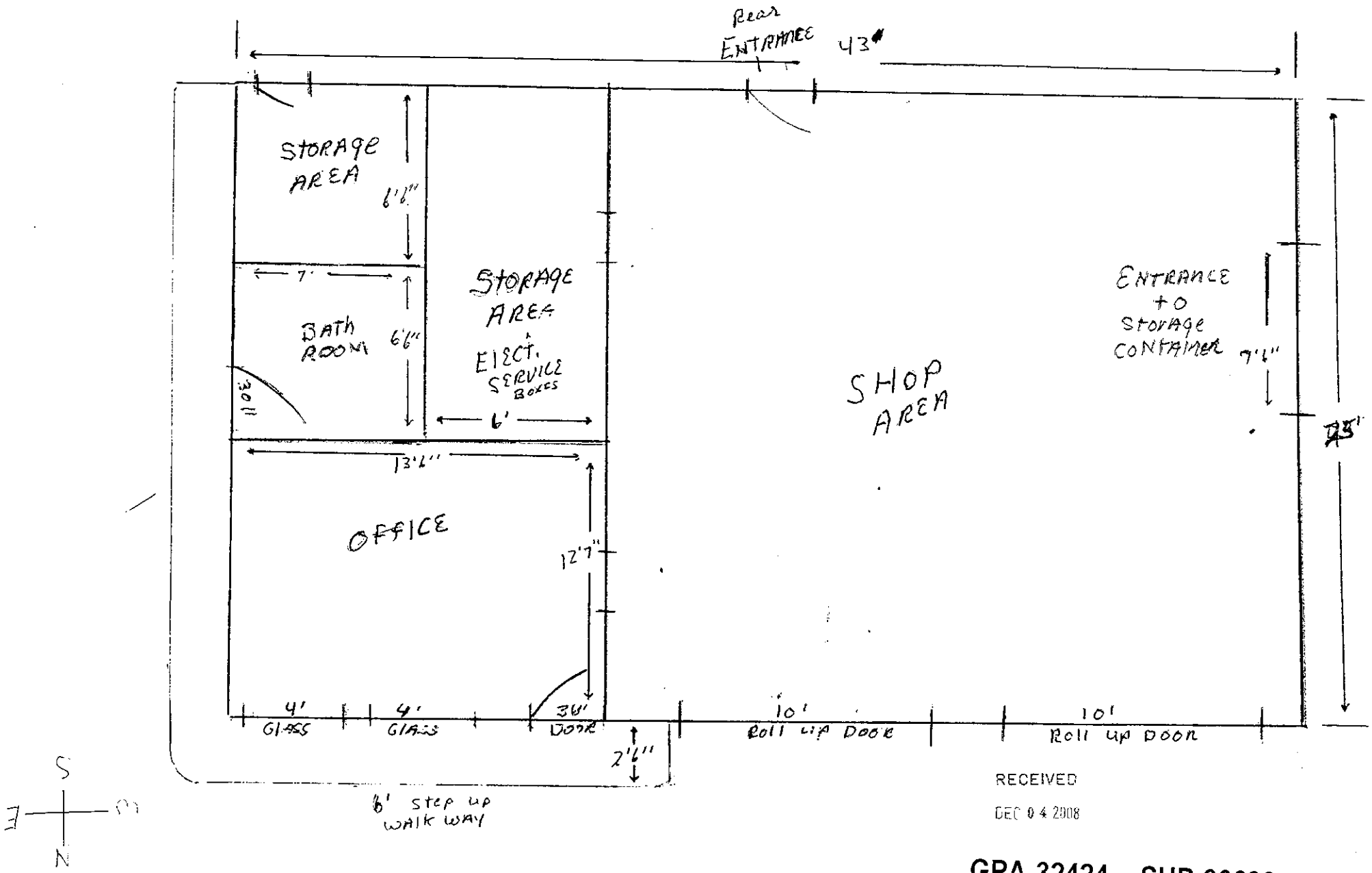
Print Name: Fred Garnon

Subscribed and sworn before me

This 6th day of October, 2008

Linda Amato
Notary Public in and for said County and State

LINDA AMATO
Notary Public State of Nevada
No. 01-69257-1
My appt. exp. May 2, 2009



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GPA-32424 SUP-30693
SDR-32426 04/09/09 PC
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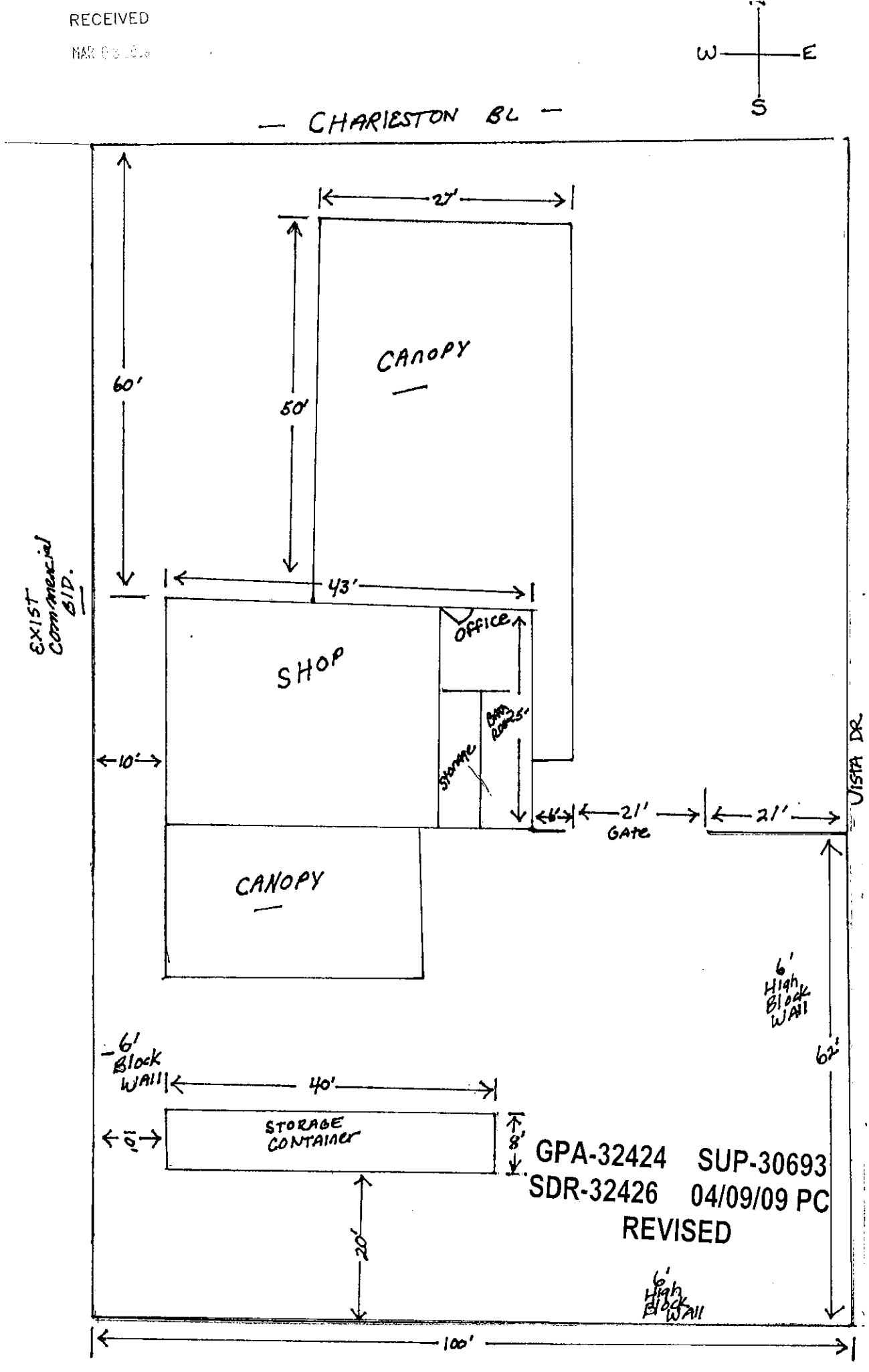

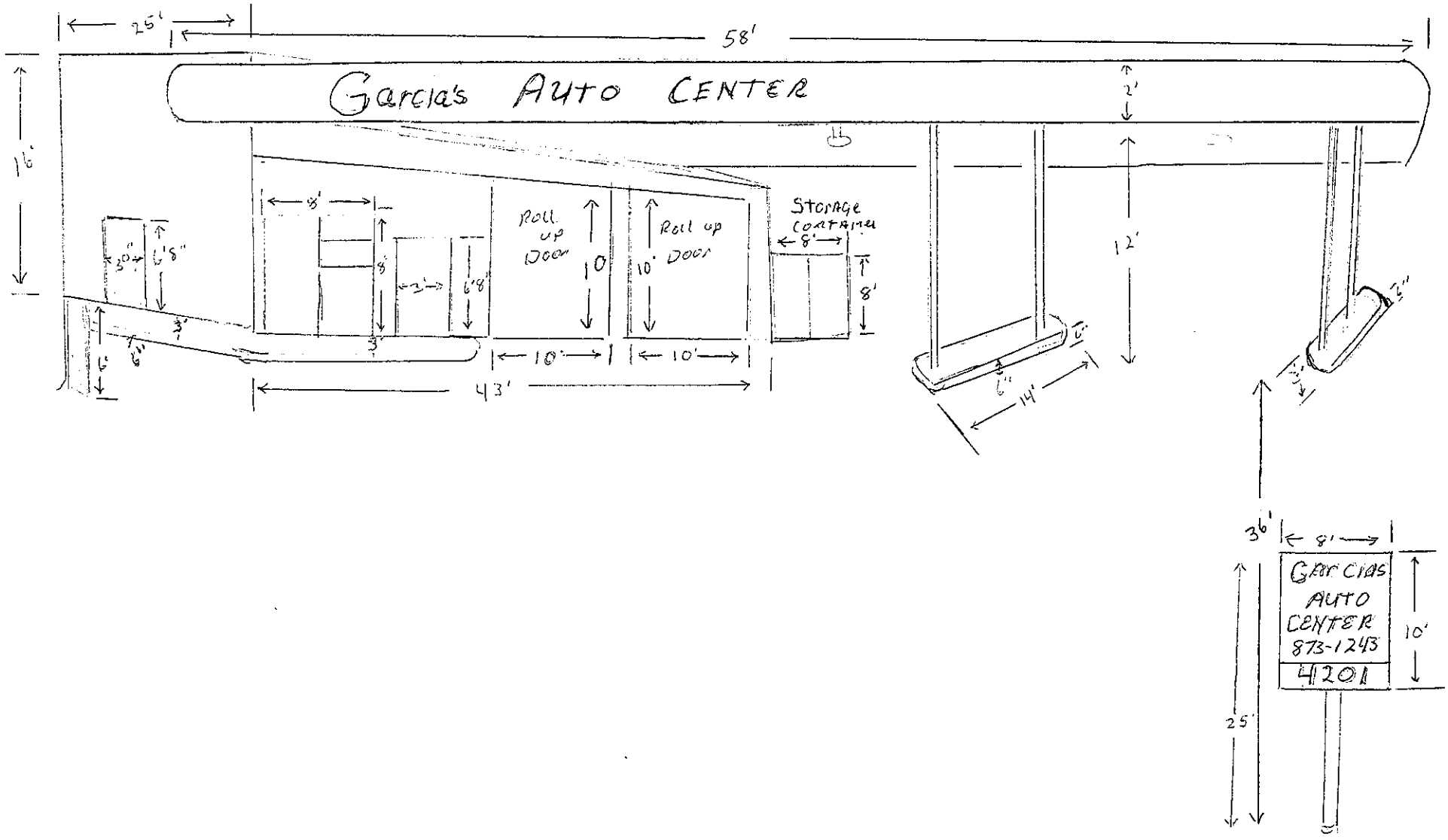

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GPA-32424 SUP-30693
SDR-32426 04/09/09 PC
REVISED



SUP-30693 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



SUP-30693 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08



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10/17/08



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APRIL 9, 2009 PLANNING COMMISSION

10/17/08



SUP-30693 - APPLICANT/OWNER: GARNON LLC
4201 WEST CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

10/17/08

CITY PLANNING DEPARTMENT : MARCH 2ND 2009

WE RECENTLY PURCHASSED A AUTO REPAIR BUSINESS
LOCATED AT 4201 WEST CHARLESTON BL
IT IS ZONED C2 MINOR AUTO REPAIR
I WOULD LIKE TO APPLY FOR A GENERAL PLAN ..
AMENDMENT FOR A C2 MAJOR AUTO REPAIR AT THIS
LOCATION
THE REPAIRS THAT WE WOULD BE DOING WOULD BE
REMOVE AND REPLACE ENGINS OR TRANSMISSIONS .
WE WOULD NOT OVERHAUL THEM . .

WE HAVE HELD A NEIGHBORHOOD MEETING THE
RESIDENTS IN THE AREA WERE NON CONCERNED
ABOUT THE PROPOSED USE OF THE AUTO REPAIR.

THANK YOU

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GPA-32424 SUP-30693
SDR-32426 04/09/09 PC
REVISED

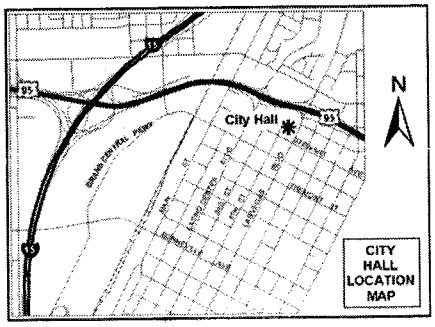
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED C. BYRD
MAR 30 2009
ACTION_____

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CITY CLERK
2009 APR 13 A 11:00

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32424 & SUP-30693
Planning Commission Meeting of 4/9/2009

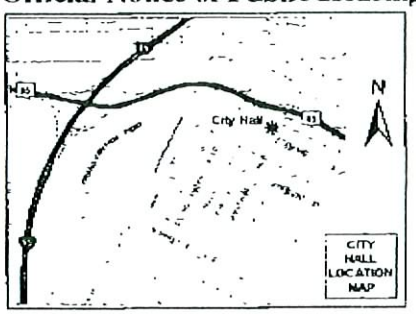
Case: GPA-32424

16206510040
4127 CHARLESTON L L C
%FENNEMORE CRAIG
%C BYRD
300 S 4TH ST #1400
LAS VEGAS NV 89101-6021

Submitted after meeting
Date 4/13/09 Item 21 & 22

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32424 & SUP-30693

Planning Commission Meeting of 4/9/2009

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Case GPA-32424
13931411028
ANTON PAMELA SUE
5317 HARMONY AVE
LAS VEGAS NV 89107-0312

21 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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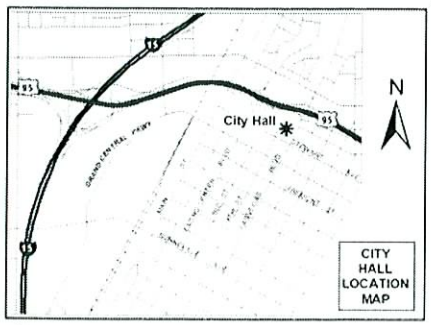
MAR 27 2009
MAILED FROM ZIPCODE 89101

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.

GPA-32424 & SUP-30693
Planning Commission Meeting of 4/9/2009

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Case: GPA-32424
16206510028
BAUGHMAN & TURNER
1210 HINSON ST
LAS VEGAS NV 89102-1604

21A

City of Las Vegas Agenda Item No.: **103.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

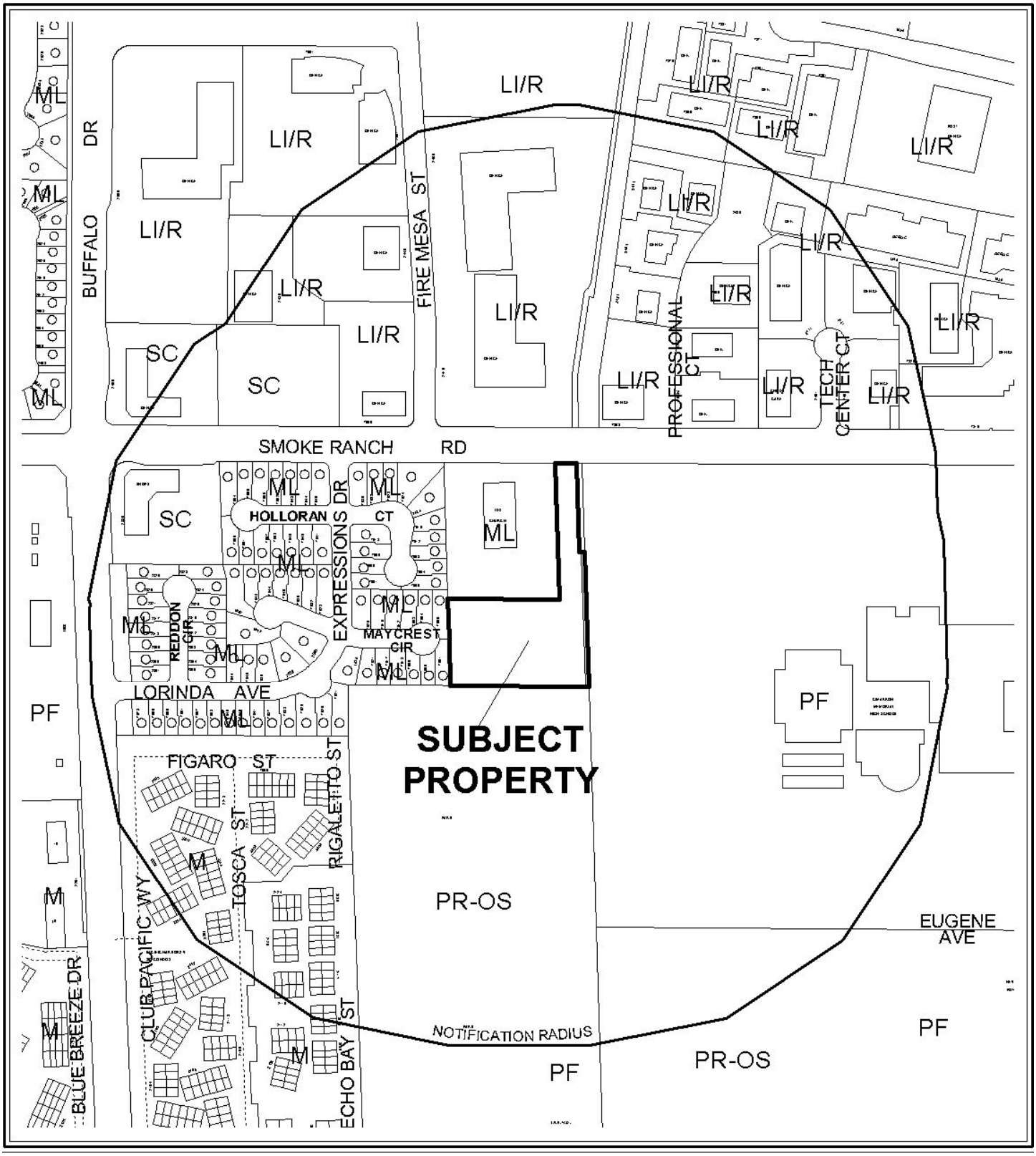
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-32550 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 10



0 500 1000 Feet

CASE: **GPA-32550**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
O (OFFICE)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N



0 500 1000 Feet

CASE: **GPA-32550**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
O (OFFICE)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-32550 - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial) on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. In addition to this application, the applicant has submitted a request for a Rezoning (ZON-32551) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to N-S (Neighborhood Service), a Variance (VAR-32553) to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required, a Special Use Permit (SUP-32552) for a Mini-Storage Facility use and a Site Development Plan Review (SDR-32555) for a proposed 99,549 square-foot Mini-Storage Facility with a Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required.

Staff has determined that the proposed SC (Service Commercial) land use designation is not compatible with the surrounding Medium Low Density Residential, Parks/Recreation/Open Space, Light Industry/Research and Public Facilities land use designations. In addition, the range of uses permitted within a SC (Service Commercial) land use designation are much more intense than those permitted by the existing O (Office) land use designation; therefore, denial of this request is recommended.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/04	The City Council approved a General Plan Amendment (GPA-3455) to Amend a portion of the Southwest Sector Plan of the General Plan from ML (Medium Low Density Residential) to O (Office), a Rezoning (ZON-3456) from U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-3457) for a 31,555 square-foot Office building with a Waiver of the Commercial Development Standards on 2.67 acres at 7401 Smoke Ranch Road. The Planning Commission and staff recommended approval of these requests.
10/07/04	The Planning and Development Department administratively approved a Parcel Map (PMP-4315) for 2 lots on 5.4 acres on property located on Smoke Ranch Road, approximately 1320 feet West of Tenaya Way. The map recorded on 04/18/05.

03/23/06	The Planning Commission accepted a Withdrawal Without Prejudice for a General Plan Amendment (GPA-10776) to Amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial), a Rezoning (ZON-10778) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to C-1 (Limited Commercial), a Variance (VAR-10780) to allow a 3.25-foot side yard landscape buffer and a two-foot rear yard landscape buffer where eight feet is required and a Variance (VAR-10781) to allow a 39-foot Residential Adjacency Setback where 135 feet is the minimum setback required. Staff recommended denial of these requests.
05/17/06	The City Council approved a Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed, a Special Use Permit (SUP-10783) for a Mixed-Use development and a Site Development Plan Review (SDR-10784) for a three-story, 45-foot high, Mixed-Use development consisting of 25 residential units and 13,243 square feet of Office Space with Waivers to allow a minimum lot width of 59 feet where 100 feet is the minimum lot width required and to allow a reduction of perimeter landscaping on 2.72 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission recommended approval of these requests, whereas staff recommended denial.
02/21/07	The City Council approved a Rezoning (ZON-18753) from U (Undeveloped) [O (Office) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-18657) for a three-story 40,971 square-foot Office building with Waivers to allow a zero-foot landscape buffer where eight feet is required along the southern property line and along the on-site public trail, a reduction in the perimeter landscape required and of required parking lot landscaping on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission and staff recommended approval of these requests.
01/11/08	A Code Enforcement complaint (#61269) was processed for sign code violations and a semi parking on the subject property. The case was resolved 02/01/08.
04/16/08	The City Council approved a Petition to Vacate (VAC-26629) a 10-foot wide public drainage easement generally located 1265 feet east of the southeast corner of Buffalo Drive and Smoke Ranch Road. The Planning Commission and staff recommended approval of this request.
05/21/08	The City Council approved an Extension of Time (EOT-27700) for an approved Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed. Staff recommended approval of this request.

10/15/08	A Code Enforcement complaint (#70692) was processed for a non-permitted chainlink fence, vehicles, trailers and semis parking on the subject property. The case is still open pending resolution.
04/09/09	The Planning Commission recommended approval of companion items ZON-32551, VAR-32553, SUP-32552 and SDR-32555 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #10/DC).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this application.	
Pre-Application Meeting	
01/18/08	A pre-application meeting was held where the requirements for submitting a Site Development Plan Review, General Plan Amendment, Rezoning, Variance and Special Use Permit were discussed.
Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:30 pm at the Summerhill Villas Apartments Clubhouse located at 2150 North Tenaya Way, Las Vegas, Nevada 89128. There were two members of the general public present, one member of the development team, one Planning and Development staff member and one Council representative present at the meeting. Concerns were raised at the meeting regarding gaps along the northern wall, drainage of the western lots and blasting prior to grading.

Field Check	
12/17/08	A field check was conducted by staff at the subject site. The site was noted as undeveloped, with a paved 10-foot wide Multi-Use Transportation Trail adjacent to the east perimeter of the site. Additionally, a recently installed, non-permitted chainlink fence with gates was noted near the entrance to the property.

Details of Application Request	
Site Area	
Gross Acres	2.63

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	O (Office)	U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking)
North	Office Development	LI/R (Light Industry / Research)	C-PB (Planned Business Park)
South	City Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
East	Multi-Use Transportation Trail	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
West	Church	ML (Medium Low Density Residential)	U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation]
	Single-Family Residential	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y*
Trails (Multi Use Transportation Trail)	X		N**
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 175-foot height limitation contour. The proposed buildings on the subject property do not extend beyond this limitation.

** The site is located adjacent to a Multi-Use Transportation Trail as identified by the Master Plan Transportation Trails Element. All issues addressing the trail requirements are identified in the companion Site Development Plan Review (SDR-32555).

ANALYSIS

The subject site is located in the Southwest Sector of the General Plan and has a current land use designation of O (Office). This is a proposal to amend the General Plan designation to SC (Service Commercial). The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

A companion item to Rezone (ZON-32551) the site from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) district to N-S (Neighborhood Service) district has also been submitted by the applicant. The purpose of the proposed N-S (Neighborhood Service) district is to provide for the development of convenience retail shopping, services and professional offices principally serving neighborhood needs and compatible in scale, character and intensity with adjacent residential development. This district is intended to be located at intersections of streets designated as collector or larger. The N-S (Neighborhood Service) district should also be used as a buffer between residential and more intense retail/commercial uses. The N-S (Neighborhood Service) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

With the approval of this proposed General Plan Amendment to the SC (Service Commercial) land use designation and Rezoning (ZON-32551) to the N-S (Neighborhood Service) zoning district, the proposed Mini-Storage Facility associated with this development is a permissible use with the approval of a Special Use Permit. The surrounding parcels carry land use designations of LI/R (Light Industry/Research) for the Las Vegas Technology Center to the north, PR-OS (Parks/Recreation/Open Space) to the south, ML (Medium Low Density Residential) to the west and PF (Public Facilities) and right-of-way for a Multi-Use Transportation Trail to the east. This

request to amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial) is inconsistent with the surrounding land use patterns. The range of uses permitted within a SC (Service Commercial) land use designation are much more intense than those permitted by the existing O (Office) land use designation; therefore, denial of this request is recommended.

FINDINGS

Section 19.18.030.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 SC (Service Commercial) General Plan designation for the subject property is not compatible with the LI/R (Light Industry/Research) land use designation for the Las Vegas Technology Center to the north, PR-OS (Parks/Recreation/Open Space) land use designation to the south, ML (Medium Low Density Residential) to the west and PF (Public Facilities) land use designation and right-of-way for a Multi-Use Transportation Trail to the east. This proposal does not provide an appropriate transition between surrounding, less intense uses.

2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,

Objective 2.2 of the General Plan is, "To ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use, or non-residential land uses by mitigating adverse impacts where feasible." Parcels adjacent to the site are zoned C-V (Civic), U (Undeveloped) [O (Office) General Plan designation] and R-CL (Single Family Compact-Lot). The subject property provides minimal buffering to the surrounding adjacent residential uses, the Church/House of Worship, the Multi-Use Transportation Trail and City Park uses.

3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and

Access to the site is provided by Smoke Ranch Road, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. The subject property is in an area of the city where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

The proposed amendment does not conform to the Las Vegas 2020 Master Plan as the proposed land use designation of SC (Service Commercial) with a N-S (Neighborhood Service) zoning district is incompatible with the existing LI/R (Light Industry/Research) land use designation to the north, PR-OS (Parks/Recreation/Open Space) land use designation to the south, ML (Medium Low Density Residential) to the west and PF (Public Facilities) land use designation and right-of-way for a Multi-Use Transportation Trail to the east. As this proposed General Plan Amendment is not compatible with the Las Vegas 2020 Master Plan, staff recommends denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 209 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-32550** APN: 138-22-103-004

Name of Property Owner: Smoke Ranch Development LLC

Name of Applicant: Smoke Ranch Development LLC

Name of Representative: Smoke Ranch Development LLC attention: James

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 x No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Haskel Inc

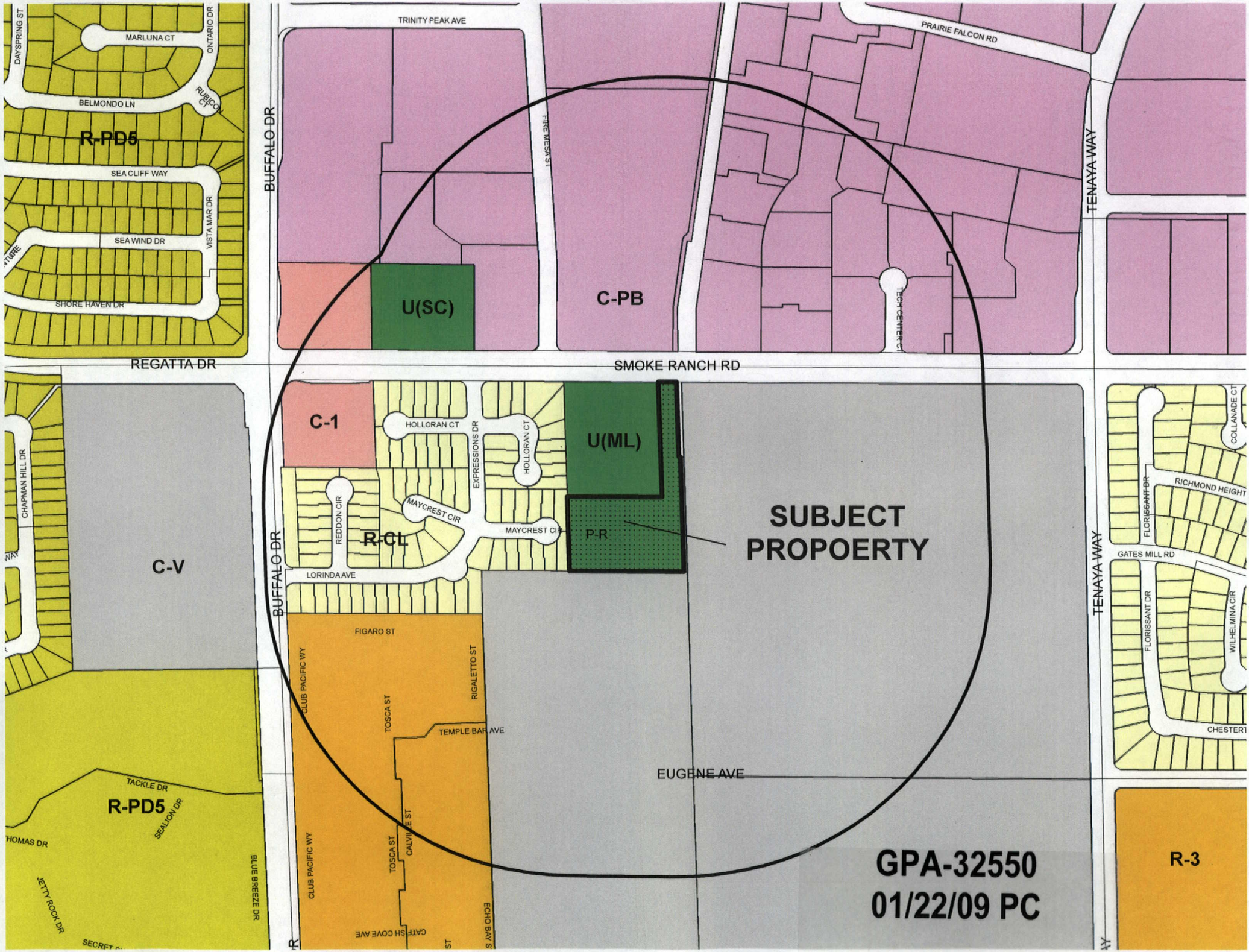
Subscribed and sworn before me

This 9th day of December, 2008

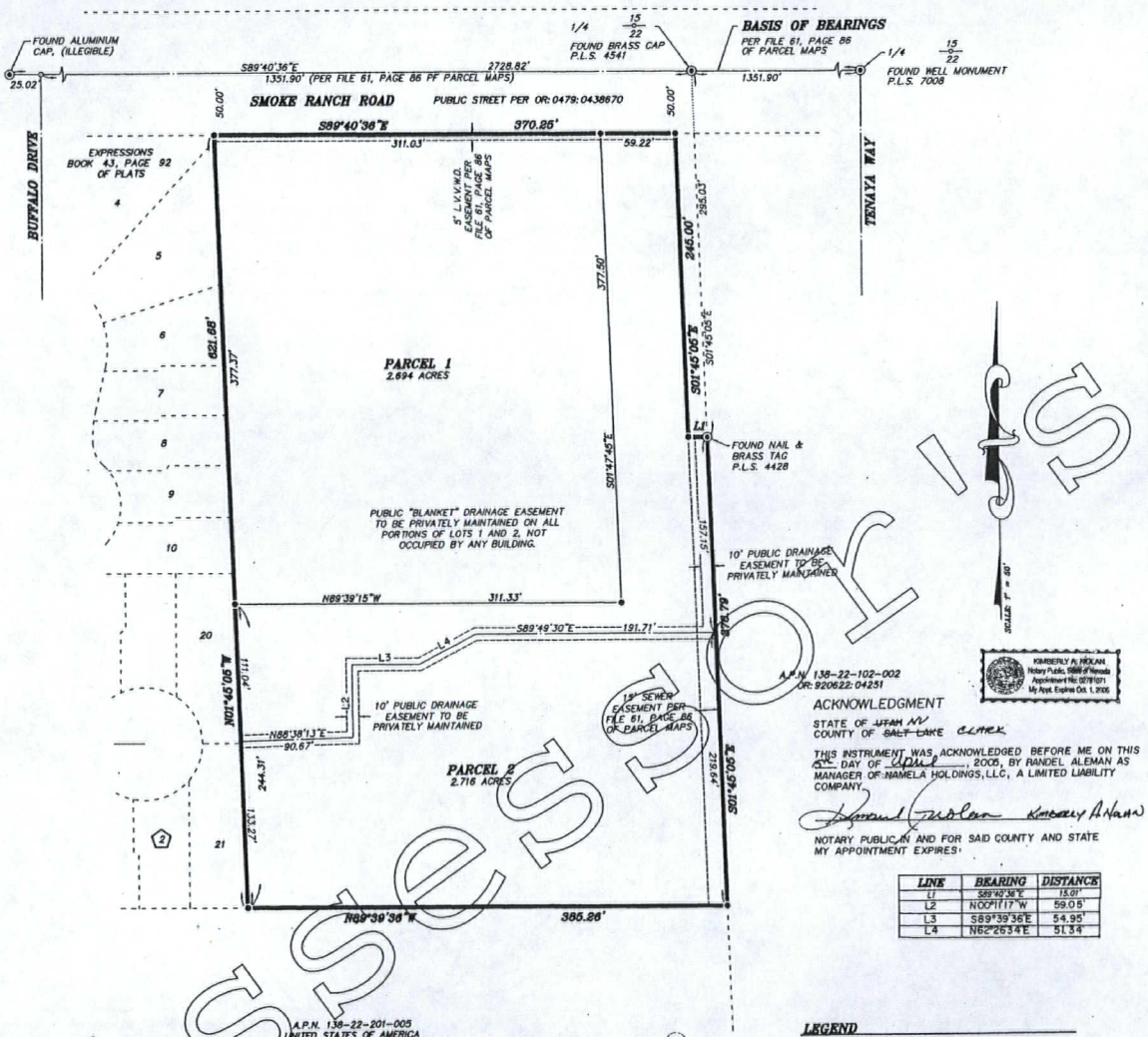
Jennifer L Roberts

Notary Public in and for said County and State

JENNIFER L. ROBERTS
Notary Public State of Nevada
No. 97-4318-1
My appt. exp. Sept. 23, 2009


TRINITY PEAK AVE
PRAIRIE FALCON RD
DAYSPRING ST
MARLUNA CT
ONTARIO DR
BELMONDO LN
RUBICON CT
R-PD5
SEA CLIFF WAY
SEA WIND DR
VISTA MAR DR
SHORE HAVEN DR
BUFFALO DR
FIRE MESA ST
TECH CENTER CT
TENAYA WAY
U(SC)
C-PB
REGATTA DR
SMOKE RANCH RD
C-1
HOLLORAN CT
EXPRESSIONS DR
HOLLORAN CT
U(ML)
CHAPMAN HILL DR
REDDON CIR
MAYCREST CIR
MAYCREST CIR
R-CL
P-R
SUBJECT PROPOERTY
C-V
LORINDA AVE
COLLANADE CT
RICHMOND HEIGHT
FLORISSANT DR
GATES MILL RD
FIGARO ST
CLUB PACIFIC WY
RIGALETTO ST
TOSCA ST
TEMPLE BAR AVE
FLORISSANT DR
WILHELMINA CIR
CHESTERT
EUGENE AVE
TACKLE DR
R-PD5
SEALION DR
THOMAS DR
BLUE BREEZE DR
JETTY ROCK DR
CLUB PACIFIC WY
TOSCA ST
CALVILLE ST
CATFISH COVE AVE
ECHO BAY S
R-3
GPA-32550
01/22/09 PC

20050418-0004152
Fee: $21.00
N/C Fee: $0.00
04/18/2005 16:36:52
T20050069918
Requestor:
INTEGRITY ENG
Frances Deane 061
Clark County Recorder Pgs: 1
Instr: 20050418-0004152
Map Type/File#/Page#:
PM 109 0050
Parcel Map



A.P.N. 138-22-102-002
OR: 920622: 04251

ACKNOWLEDGMENT

STATE OF ~~UTAH~~ NV
COUNTY OF ~~SALT LAKE~~ CLARK

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 5TH DAY OF April, 2005, BY RANDEL ALEMAN AS MANAGER OF NAMELA HOLDINGS, LLC, A LIMITED LIABILITY COMPANY.

Kimberly A Nolan

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY APPOINTMENT EXPIRES:

KIMBERLY A. NOLAN
Notary Public, State of Nevada
Appointment No: 02-78171
My Appt. Expires Oct. 1, 2006

LINE	BEARING	DISTANCE
L1	S89°40'36"E	15.01'
L2	N00°11'17"W	59.05'
L3	S89°39'36"E	54.95'
L4	N62°26'34"E	51.34'

LEGEND

- BOUNDARY LINE
- STREET CENTERLINE
- LOT LINE
- ADJOINING RIGHT-OF-WAY / LOT LINE
- SET 5/8" REBAR & ALUMINUM CAP, P.L.S. 7835
- FOUND MONUMENTATION AS SHOWN AND DESCRIBED
- PARCEL 1 PARCEL NUMBER
- A.P.N. ASSESSOR'S PARCEL NUMBER
- L1 LINE NUMBER (SEE TABLE)
- (A) BLOCK NUMBER

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. 278.5695.

LEGAL DESCRIPTION

PARCEL 1, AS DELINEATED BY MAP ON FILE IN FILE 61, PAGE 86 OF PARCEL MAPS IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

NOTE

THERE IS TO BE A PUBLIC BLANKET DRAINAGE EASEMENT IN ALL AREAS OF SITE NOT OCCUPIED BY ANY BUILDING STRUCTURE. SAID EASEMENT IS TO BE PRIVATELY MAINTAINED.

SURVEYOR'S CERTIFICATE

I, R. GUY DOTY, 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: THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS
2. THE LANDS SURVEYED LIE WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, AND THE SURVEY WAS COMPLETED ON March 8, 2005
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 WILL BE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED BY March 8, 2006 AND AN APPROPRIATE FINANCIAL GUARANTEE WILL BE POSTED WITH THE GOVERNING BODY BEFORE RECORDATION TO ASSURE THE INSTALLATION OF THE MONUMENTS.

R. GUY DOTY
PROFESSIONAL LAND SURVEYOR
NEVADA CERTIFICATE NO. 7835
EXPIRES DECEMBER 31, 2006

3-8-05

OWNER'S CERTIFICATE & DEDICATION

WE NAMELA HOLDINGS, LLC, A LIMITED LIABILITY COMPANY AND THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, DO HEREBY CERTIFY THAT WE ARE OWNERS OF THE LAND SUBDIVIDED WITHIN THE BOUNDARY SHOWN HEREON; DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS PARCEL MAP THAT HAS CAUSED THE LAND TO BE SURVEYED AND DIVIDED INTO SEPARATE PARCELS; AND DOES HEREBY OFFER AND DEDICATE TO THE CITY OF LAS VEGAS, ITS SUCCESSORS AND ASSIGNS, ANY EASEMENTS AS INDICATED AND OUTLINED HEREON FOR THE USE OF THE PUBLIC. FURTHER, THE UNDERSIGNED OWNER HEREBY GRANTS & CONVEYS TO THE CITY OF LAS VEGAS AND TO IT'S SUCCESSORS AND ASSIGNS A FIVE-FOOT WIDE EASEMENT ADJACENT TO ALL PROPERTY LINES WHERE LOTS ABUT PUBLIC STREETS FOR PURPOSES OF PLACING PUBLIC FIRE HYDRANTS, PUCLIC STREETLIGHTS, CONDUITS, TRAFFIC SIGNALS AND APPURTENANCES THERTO AND AN ADDITIONAL EASEMENT OF UP TO TWO FEET IN RADIUS FROM EACH FIRE HYDRANT, STREETLIGHT, CONDUIT, TRAFFIC SIGNAL AND APPURTENANCE, TO EXTEND BEYOND THE FIVE-FOOT EASEMENT IF NECESSARY, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM THESE EASEMENTS.

THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE

BY: _____
TERRY F. RUDD
AUTHORIZED AGENT

_____
RANDEL ALEMAN
MANAGER

THE SEAL OF THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 28TH DAY OF February, 2005
BY: TERRY F. RUDD AS THE AUTHORIZED AGENT FOR ~~THE~~ THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A ~~UTAH~~ CORPORATION SOLE

_____
D. TODD EVANS
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
MY APPOINTMENT EXPIRES: 04-06-08

SEAL OF D. TODD EVANS NOTARY PUBLIC STATE OF UTAH

CERTIFICATE OF DIRECTOR OF PLANNING & DEVELOPMENT APPROVAL

THIS IS TO CERTIFY THAT THE PLANNING AND DEVELOPMENT DEPARTMENT OF THE CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, ON THIS 5TH DAY OF APRIL, 2005, DID APPROVE FOR THE PURPOSES OF LAND DIVISION AND ACCEPT IN BEHALF OF THE PUBLIC, THIS MAP AND ANY PARCELS OF LAND OFFERED FOR DEDICATION FOR THE PUBLIC USE, THAT IS IN CONFORMITY WITH THE TERMS DEFINED BY THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE OF THIS APPROVAL.

4/5/05

M. MARGO WHEELER, AICP
DIRECTOR OF PLANNING AND DEVELOPMENT
CITY OF LAS VEGAS, NEVADA

CITY OF LAS VEGAS CONSTRUCTION & DESIGN SERVICES NEVADA

CERTIFICATE OF CITY SURVEYOR

THIS IS TO CERTIFY THAT THIS PARCEL MAP IS TECHNICALLY CORRECT AND IS APPROVED FOR THE PURPOSES OF LAND DIVISION ON THIS 18 DAY OF APRIL, 2005

ALAN R. RIEKKI
CITY OF LAS VEGAS SURVEYOR
NEVADA CERTIFICATE NO. 12489

PMP 4315

PARCEL MAP
FOR
THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS

LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

GDS GUY DOTY SURVEYING
P. O. Box 148 Logandale, NV 89021
Tele: Ofc: 397-8250 Fax: 397-8257 Mobile: 429-5224

INSTRUMENT NO. 4152
OFFICIAL RECORDS BOOK NO. 20050418
FILED AT THE REQUEST OF
G.D.S. Surveying
DATE 4-18-05 AT 16:35
FILE 109 PAGE 50
OF PARCEL MAPS
CLARK COUNTY, NEVADA RECORDS
FRANCES DEANE, RECORDER
FEE $21.- DEPUTY DBF

03085

SHEET 1 OF 1

ASSESSOR'S COPY

GPA-32550

01/22/09 PC



GPA-32550 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



GPA-32550 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



GPA-32550 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08

GREAT AMERICAN CAPITAL

A Leader in Diversified Real Estate Development

RECEIVED
DEC 09 2008

December 9, 2008

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

RECEIVED
DEC 09 2008

RE: Justification Letter
138.22.102.004
General Plan Amendment Request
Existing U(O) Undeveloped Office to SC Service Commercial.

The proposed general plan change would conform to the existing plan and ensure a low impact, low activity use such as the proposed storage facility. The granting of this request would not be detrimental the neighboring uses nor would negatively impact the existing adjacent properties and would be in conformance with their uses which are:

North U(ML) Church Facility with Special Use U-255-90
East C-V Buffalo Drainage Channel and Cimarron Memorial High School (baseball and tennis courts)
South U(O) City Public park
West CIR Single family residential
Across the street are C-PB commercial uses and professional offices.

The self storage use is a low impact, low traffic, low noise and low activity type of use. As such, it would be an excellent buffer between the street noise and its activities for the park users and the residential uses especially in comparison to with an office type use. The proposed facility configuration is comprised of 1 story storage buildings around the property's perimeter with a two story building housing the facility's Office and a 2-car garage on the first floor with the resident manager's apartment on the second floor. In the middle of the property a single two-story storage building is proposed. The arrangement would enhance site security in addition to the security gates and perimeter buildings. The perimeter buildings would shield the surrounding properties from any noise and light or glare as the security lighting is mounted on the buildings facing interior driveways. Total storage area for the project is 97,086 with the office and manager apartment adding 2,463 square feet. The second story storage building will be approximately 22' high and screened by the perimeter storage buildings. The granting of this request would be in compliance with the existing character, scale, use and activity levels of the adjacent properties.

Sincerely,

James R. Wilmot
Asset Manager

GPA-32550
01/22/09 PC

8350 West Sahara Ave., Suite 210 · Las Vegas, NV 89117 · P: 702.253.5751 · F: 702.851.7733 · www.GreatAC.com

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32550 & ZON-32551

City Council Meeting of 5/6/2009

RECEIVED
CITY CLERK
2009 APR 28 P 12:27

KRAVENKO JANET P LIVING TRUST
KRAVENKO JANET P TRS
7508 MAYCREST CIR
LAS VEGAS NV 89128-0204

APN#13822110018

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

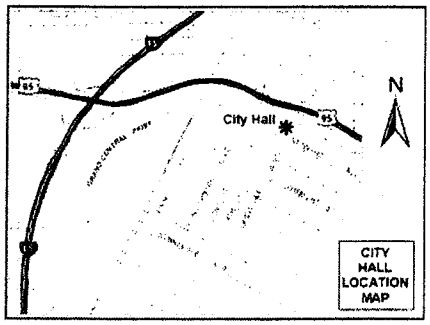
RECEIVED
JAN 16 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39[4]
0004239954 JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32550 & ZON-32551
Planning Commission Meeting of 1/22/2009

Case: GPA-32550
13815410047
OLIENA L L C
5421 IRISH SPRING ST
LAS VEGAS NV 89149-2005

KAUS11 A3143

Submitted after final agenda
Date 1/22/09 Item 36

36A

City of Las Vegas Agenda Item No.: **104.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

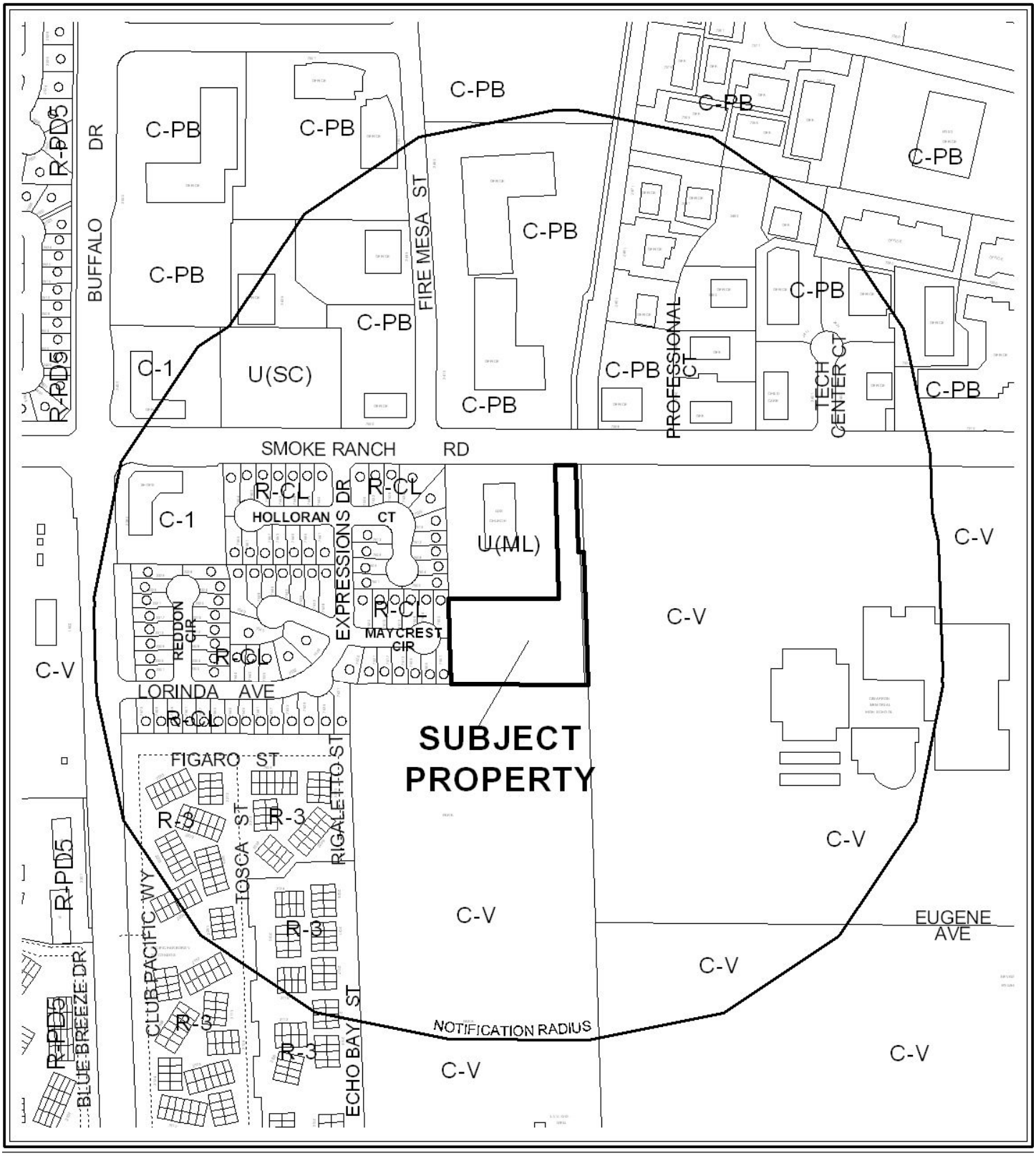
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-32551 - REZONING RELATED TO GPA-32550 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Rezoning FROM: U (UNDEVELOPED) [O (OFFICE) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) TO: N-S (NEIGHBORHOOD SERVICE) on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 11



0 400 800 Feet

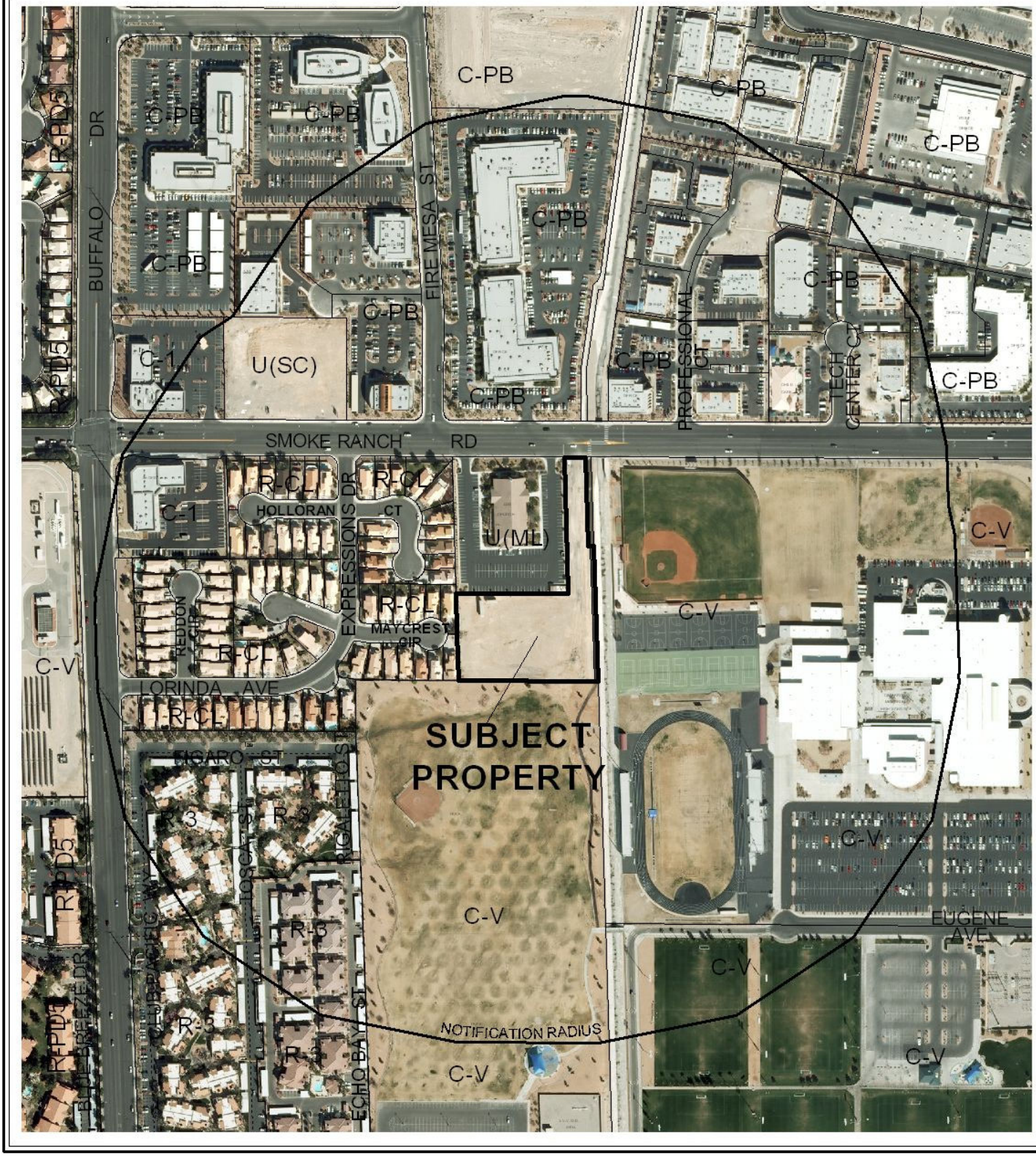
CASE: **ZON-32551**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [O (OFFICE) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY:
N-S (NEIGHBORHOOD SERVICE)

N


C-PB
C-PB
C-PB

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-32551 - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to N-S (Neighborhood Service) on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-32550) to change the General Plan designation from O (Office) to SC (Service Commercial), a Variance (VAR-32553) to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required, a Special Use Permit (SUP-32552) for a Mini-Storage Facility and a Site Development Plan Review (SDR-32555) for a proposed 99,549 square-foot Mini-Storage Facility with a Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required.

The surrounding land uses are C-PB (Planned Business Park) to the north, C-V (Civic) to the south, R.O.W (Right-of-Way) to the east, and both U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] and R-CL (Single-Family Compact-Lot) to the west. Staff finds that this proposal meets the Title 19.20.020 definition of Spot Zoning, which is, "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." The proposed Rezoning and associated General Plan Amendment (GPA-32550) will result in the subject property being zoned in isolation from other similarly zoned parcels and the intensity of uses that will be permitted within the proposed N-S (Neighborhood Service) zone will be much more intense than those currently permitted under the O (Office) zone. Additionally, with the approval of the associated General Plan Amendment (GPA-32550), the opportunity will exist to obtain a more intense C-1 (Limited Commercial) zoning as the proposed SC (Service Commercial) land use designation accommodates both N-S (Neighborhood Service) and C-1 (Limited Commercial) zoning classifications; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/04	The City Council approved a General Plan Amendment (GPA-3455) to Amend a portion of the Southwest Sector Plan of the General Plan from ML (Medium Low Density Residential) to O (Office), a Rezoning (ZON-3456) from U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-3457) for a 31,555 square-foot Office building with a Waiver of the Commercial Development Standards on 2.67 acres at 7401 Smoke Ranch Road. The Planning Commission and staff recommended approval of these requests.
10/07/04	The Planning and Development Department administratively approved a Parcel Map (PMP-4315) for 2 lots on 5.4 acres on property located on Smoke Ranch Road, approximately 1320 feet West of Tenaya Way. The map recorded on 04/18/05.
03/23/06	The Planning Commission accepted a Withdrawal Without Prejudice for a General Plan Amendment (GPA-10776) to Amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial), a Rezoning (ZON-10778) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to C-1 (Limited Commercial), a Variance (VAR-10780) to allow a 3.25-foot side yard landscape buffer and a two-foot rear yard landscape buffer where eight feet is required and a Variance (VAR-10781) to allow a 39-foot Residential Adjacency Setback where 135 feet is the minimum setback required. Staff recommended denial of these requests.
05/17/06	The City Council approved a Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed, a Special Use Permit (SUP-10783) for a Mixed-Use development and a Site Development Plan Review (SDR-10784) for a three-story, 45-foot high, Mixed-Use development consisting of 25 residential units and 13,243 square feet of Office Space with Waivers to allow a minimum lot width of 59 feet where 100 feet is the minimum lot width required and to allow a reduction of perimeter landscaping on 2.72 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission recommended approval of these requests, whereas staff recommended denial.
02/21/07	The City Council approved a Rezoning (ZON-18753) from U (Undeveloped) [O (Office) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-18657) for a three-story 40,971 square-foot Office building with Waivers to allow a zero-foot landscape buffer where eight feet is required along the southern property line and along the on-site public trail, a reduction in the perimeter landscape required and of required parking lot landscaping on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo

	Drive. The Planning Commission and staff recommended approval of these requests.

01/11/08	A Code Enforcement complaint (#61269) was processed for sign code violations and a semi parking on the subject property. The case was resolved 02/01/08.
04/16/08	The City Council approved a Petition to Vacate (VAC-26629) a 10-foot wide public drainage easement generally located 1265 feet east of the southeast corner of Buffalo Drive and Smoke Ranch Road. The Planning Commission and staff recommended approval of this request.
05/21/08	The City Council approved an Extension of Time (EOT-27700) for an approved Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed. Staff recommended approval of this request.
10/15/08	A Code Enforcement complaint (#70692) was processed for a non-permitted chainlink fence, vehicles, trailers and semis parking on the subject property. The case is still open pending resolution.
04/09/09	The Planning Commission recommended approval of companion items GPA-32550, VAR-32553, SUP-32552 and SDR-32555 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #11/dc).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this application.	
Pre-Application Meeting	
01/18/08	A pre-application meeting was held where the requirements for submitting a Site Development Plan Review, General Plan Amendment, Rezoning, Variance and Special Use Permit were discussed.

Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:30 pm at the Summerhill Villas Apartments Clubhouse located at 2150 North Tenaya Way, Las Vegas, Nevada 89128. There were two members of the general public present, one member of the development team, one Planning and Development staff member and one Council representative present at the meeting. Concerns were raised at the meeting regarding gaps along the northern wall, drainage of the western lots and blasting prior to grading.

Field Check	
12/17/08	A field check was conducted by staff at the subject site. The site was noted as undeveloped, with a paved 10-foot wide Multi-Use Transportation Trail adjacent to the east perimeter of the site. Additionally, a recently installed, non-permitted chainlink fence with gates was noted near the entrance to the property.

Details of Application Request	
Site Area	
Gross Acres	2.63

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	O (Office)	U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking)
North	Office Development	LI/R (Light Industry / Research)	C-PB (Planned Business Park)
South	City Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
East	Multi-Use Transportation Trail	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
West	Church	ML (Medium Low Density Residential)	U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation]
	Single-Family Residential	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y*
Trails (Multi Use Transportation Trail)	X		N**
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 175-foot height limitation contour. The proposed buildings on the subject property do not extend beyond this limitation.

** The site is located adjacent to a Multi-Use Transportation Trail as identified by the Master Plan Transportation Trails Element. All issues addressing the trail requirements are identified in the companion Site Development Plan Review (SDR-32555).

ANALYSIS

The subject site is located in the Southwest Sector of the General Plan and has a current land use designation of O (Office). A General Plan Amendment (GPA-32550) to change the designation to SC (Service Commercial) has been submitted along with this Rezoning request. The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

This is a proposal to Rezone the site from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to N-S (Neighborhood Service). The purpose of the proposed N-S (Neighborhood Service) district is to provide for the development of convenience retail shopping, services and professional offices principally serving neighborhood needs and compatible in scale, character and intensity with adjacent residential development. This district is intended to be located at intersections of streets designated as collector or larger. The N-S (Neighborhood Service) district should also be used as a buffer between residential and more intense retail/commercial uses. The N-S (Neighborhood Service) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

The surrounding parcels carry land use designations of C-PB (Planned Business Park) to the north, C-V (Civic) to the south, R.O.W (Right-of-Way) to the east, and both U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] and R-CL (Single-Family Compact-Lot) to the west. Staff finds that this proposal meets the Title 19.20.020 definition of Spot Zoning, which is, "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." As the applicant's proposal for a Rezoning to the N-S (Neighborhood Service) zoning district for a proposed Mini-Storage Facility use cannot be accomplished without resulting in the subject parcel being zoned in isolation from the adjacent properties, staff recommends denial of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

The proposed SC (Service Commercial) land use designation on the subject parcel currently designated as O (Office) is not compatible with the existing LI/R (Light Industry/Research) land use designation to the north, PR-OS (Parks/Recreation/Open Space) land use designation to the south, ML (Medium Low Density Residential) land use designation to the west and PF (Public Facilities) land use designation and right-of-way for a Multi-Use Transportation Trail to the east. The increase in the intensity of uses creates an incompatibility with the surrounding properties; therefore staff recommends denial of this request and the affiliated companion items.

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."**

Although the requested N-S (Neighborhood Service) zoning district is the appropriate zoning district for the requested SC (Service Commercial) land use designation, this commercial district is incompatible with the zoning districts of C-PB (Planned Business Park) to the north, C-V (Civic) to the south, R.O.W (Right-of-Way) to the east, and both U (Undeveloped) [ML (Medium Low Density Residential) General Plan Land Use designation] and R-CL (Single Family Compact-Lot) to the west. The uses permitted by the proposed Rezoning will be much more intense than the planned 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 community do not indicate the need or appropriateness of the proposed rezoning. The proposed rezoning will result in the subject property being in isolation from other similarly zoned parcels. In addition, with the approval of the associated General Plan Amendment (GPA-32550), the opportunity will exist for a more intense, conforming C-1 (Limited Commercial) zoning in the future.

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."**

Adequate access to the site is provided by Smoke Ranch Road, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. Rezoning the subject property to a N-S (Neighborhood Service) zoning district will intensify the land use and associated 24-hour vehicular traffic.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 209 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-32551 APN: 138-22-103-004

Name of Property Owner: Smoke Ranch Development LLC

Name of Applicant: Smoke Ranch Development LLC

Name of Representative: Smoke Ranch Development LLC attention: James

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 x No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Haskel Inn

Subscribed and sworn before me

This 9th day of December, 2008

Jennifer L Roberts

Notary Public in and for said County and State

JENNIFER L. ROBERTS
Notary Public State of Nevada
No. 97-4318-1
My appt. exp. Sept. 23, 2009

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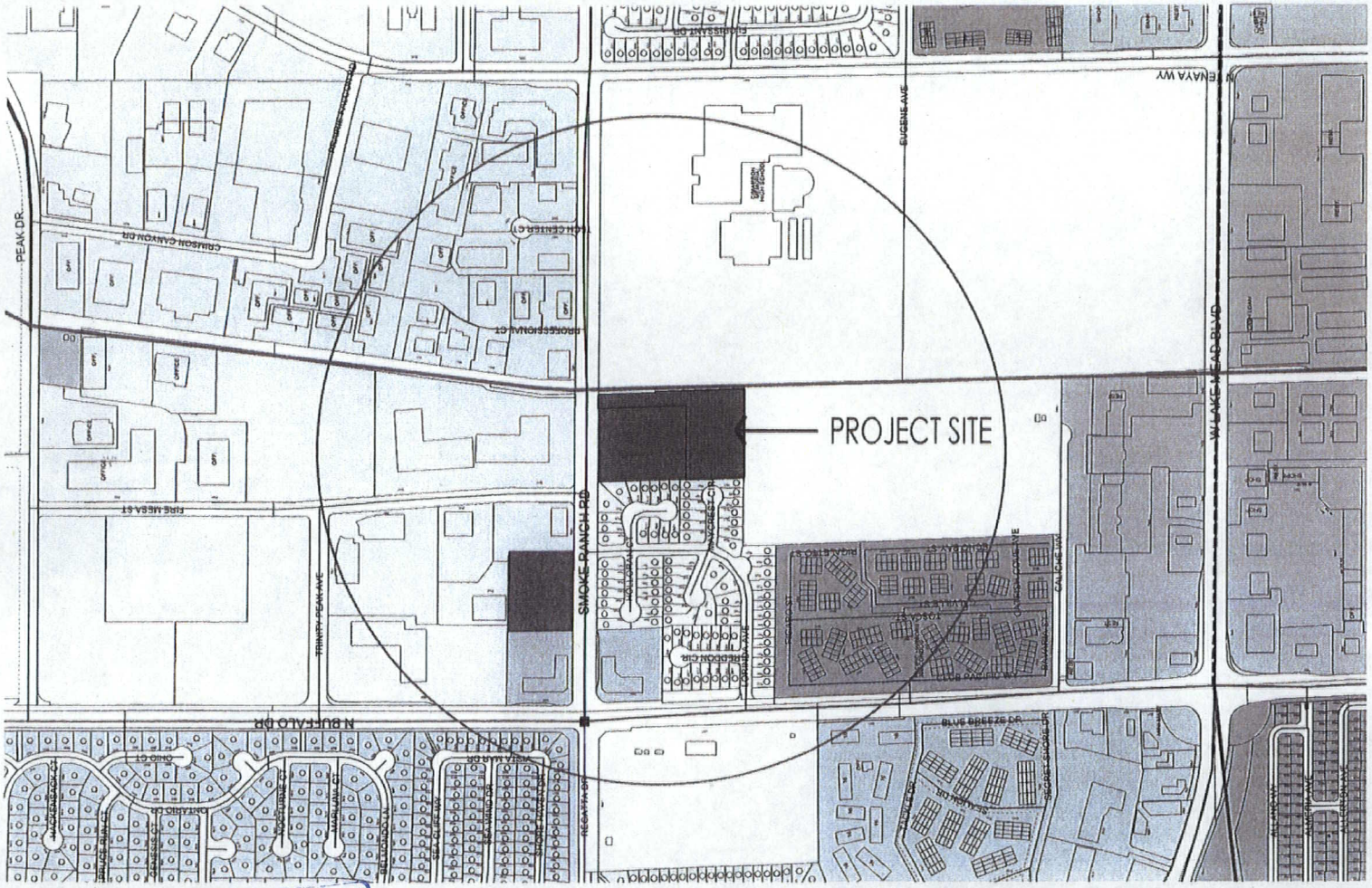
DEC 09 2008



- U - Undeveloped (GPA Designation)
- 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-MH - Mobile/Manufactured Home Residence
- R-CL - Single-Family Compact Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MHP - Residential Mobile/Manufacture Home Park
- P-R - Profesional Offices And Parking
- N-S - Neighborhood Services
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-M - Commercial Industrial
- M - Industrial
- C-V - Civic
- C-PB - Planned Business Park
- P-C - Planned Community
- PD - Planned Development
- TC - Town Center
- ROI Zoning

NORTH

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DEC 0

ZONE MAP

Scale=1"=400'-0"

ZON-32551
01/22/09 PC



ZON-32551 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



ZON-32551 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



ZON-32551 - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08

December 8, 2008

City of Las Vegas Planning Dept.
731 S. Fourth Street
Las Vegas, NV 98101

Re: **Smoke Ranch Self Storage**
APN 138-22-103-004
Request for Re-Zone of Existing U (O) to N-S Neighborhood Services Letter of Justification

This request would be in conformance with the existing adjacent general plan designations which are:

North	C-PB	Commercial offices and professional offices (north side of Smoke Ranch Road)
East	C-V	Buffalo Drainage Channel and Cimmaron Memorial High School (baseball and tennis courts)
South	U(O)	City Public park
West	CIR	Single family residential &
	U(ML)	Church Facility with Special Use U-255-90

The adjacent uses on the south side of Smoke Ranch Road are definitely of a neighborhood nature and scale with the western residences, the eastern drainage channel and school and the public park to the south. The north side of Smoke Ranch Road has low height, multi-tenant commercial and office uses. The proposed zone change would conform with the intended development scale and nature of the existing zone for neighborhood scaled uses. The proposed change would ensure a low impact, low activity use such as the proposed storage facility.

The self storage use results in a low impact, low traffic, low noise and low activity type of use. As such, it would be an excellent buffer between the street noise and its activities for the park users and the residential uses. The total project building area is 99,551 square feet on a 2.43 acre site. The facility is comprised of 2-1 story storage buildings located around the perimeter of the southern portion of the property, a 2 story building in the center of the 1 story perimeter buildings and a 2 story Office building with a 2 car garage on the first floor with the resident managers apartment on the second floor. The perimeter buildings would shield the surrounding properties from noise or light and glare as the security lighting is mounted at approximately 8'-6" in height on the first floor of all buildings and faces interior driveways. All lights are the shielded type to guard against off-site light spillage. The two story storage building would be approximately 22' high and would be screened by the perimeter storage buildings. The site development would not be detrimental to the existing uses and would provide a low impact on noise, activity and traffic especially in comparison with an office type use. The granting of this request would be in compliance with the existing character, scale, use and activity levels of the adjacent properties.

This request would be in conformance with the overall character and scale of the existing adjacent parcels as indicated above. The granting of this request would be in conformance with the existing uses, would not be detrimental to nor impact the adjacent properties or their use.

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DEC 09 2008

ZON-32551
01/22/09 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32550 & ZON-32551

City Council Meeting of 5/6/2009

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CITY CLERK
2009 APR 28 P 12:27

KRAVENKO JANET P LIVING TRUST
KRAVENKO JANET P TRS
7508 MAYCREST CIR
LAS VEGAS NV 89128-0204

APN#13822110018

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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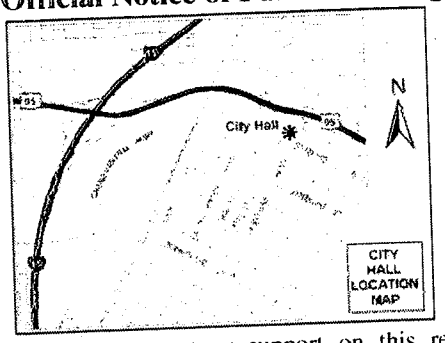
Official Notice of Public Hearing



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Case: GPA-32550

13815410047
OLIENA L L C
5421 IRISH SPRING ST
LAS VEGAS NV 89149-2005

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-32550 & ZON-32551

Planning Commission Meeting of 1/22/2009

KAVDS11 89149

37A

City of Las Vegas Agenda Item No.: **105.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

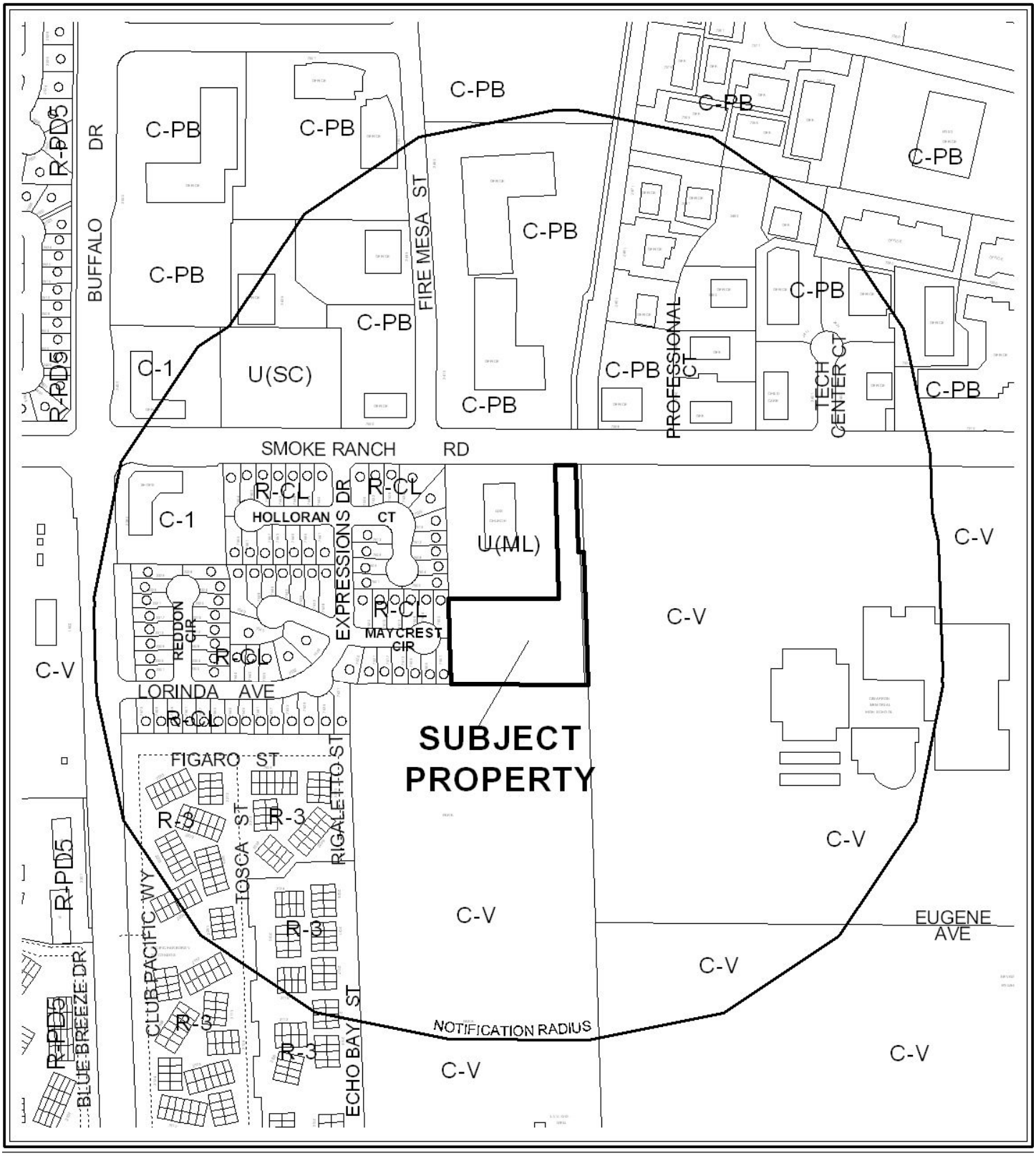
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-32553 - VARIANCE RELATED TO GPA-32550 AND ZON-32551 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Variance TO ALLOW A ONE-FOOT SETBACK ALONG THE SOUTH PERIMETER WHERE 25 FEET IS REQUIRED; TO ALLOW A ONE-FOOT SETBACK ALONG PORTIONS OF THE NORTH AND WEST PERIMETERS WHERE 10 FEET IS REQUIRED; TO ALLOW A FIVE-FOOT SETBACK ALONG A PORTION OF THE EAST PERIMETER; TO ALLOW A LOT COVERAGE OF 59% WHERE 30% IS THE MAXIMUM PERMITTED; AND TO ALLOW A 60-FOOT WIDE LOT WHERE 100 FEET IS THE MINIMUM REQUIRED on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 12



0 400 800 Feet

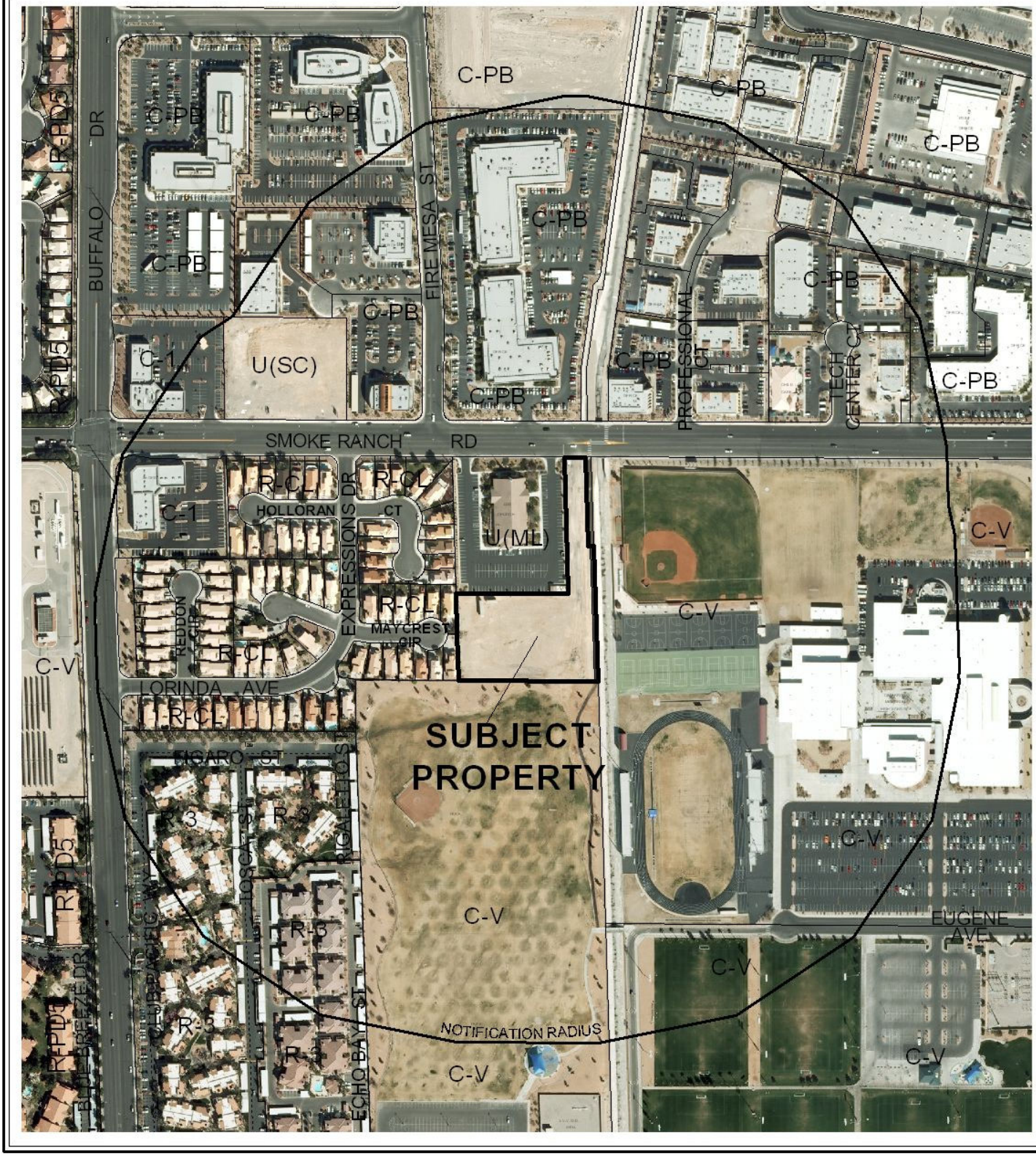
CASE: **VAR-32553**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [O (OFFICE) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY:
N-S (NEIGHBORHOOD SERVICE)

N



0 400 800 Feet

CASE: VAR-32553

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [O (OFFICE) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY:
N-S (NEIGHBORHOOD SERVICE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-32553 - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-32552) and Site Development Plan Review (SDR-32555) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-32550) to change the General Plan designation from O (Office) to SC (Service Commercial), a Rezoning (ZON-32551) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to N-S (Neighborhood Service), a Special Use Permit (SUP-32552) for a Mini-Storage Facility use and a Site Development Plan Review (SDR-32555) for a proposed 99,549 square-foot Mini-Storage Facility with a Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required.

The associated General Plan Amendment (GPA-32550) and Rezoning (ZON-32551) requests both seek to change the land use designation and zoning to an intensity that is not compatible with the surrounding neighborhood. The requests for Waivers associated with the Site Development Plan Review coupled with this Variance request for setback reductions and lot coverage intensification indicate the site will be overbuilt and not appropriate for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/04	The City Council approved a General Plan Amendment (GPA-3455) to Amend a portion of the Southwest Sector Plan of the General Plan from ML (Medium Low Density Residential) to O (Office), a Rezoning (ZON-3456) from U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-3457) for a 31,555 square-foot Office building with a Waiver of the Commercial Development Standards on 2.67 acres at 7401 Smoke Ranch Road. The Planning Commission and staff recommended approval of these requests.
10/07/04	The Planning and Development Department administratively approved a Parcel Map (PMP-4315) for 2 lots on 5.4 acres on property located on Smoke Ranch Road, approximately 1320 feet West of Tenaya Way. The map recorded on 04/18/05.

03/23/06	The Planning Commission accepted a Withdrawal Without Prejudice for a General Plan Amendment (GPA-10776) to Amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial), a Rezoning (ZON-10778) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to C-1 (Limited Commercial), a Variance (VAR-10780) to allow a 3.25-foot side yard landscape buffer and a two-foot rear yard landscape buffer where eight feet is required and a Variance (VAR-10781) to allow a 39-foot Residential Adjacency Setback where 135 feet is the minimum setback required. Staff recommended denial of these requests.
05/17/06	The City Council approved a Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed, a Special Use Permit (SUP-10783) for a Mixed-Use development and a Site Development Plan Review (SDR-10784) for a three-story, 45-foot high, Mixed-Use development consisting of 25 residential units and 13,243 square feet of Office Space with Waivers to allow a minimum lot width of 59 feet where 100 feet is the minimum lot width required and to allow a reduction of perimeter landscaping on 2.72 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission recommended approval of these requests, whereas staff recommended denial.
02/21/07	The City Council approved a Rezoning (ZON-18753) from U (Undeveloped) [O (Office) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-18657) for a three-story 40,971 square-foot Office building with Waivers to allow a zero-foot landscape buffer where eight feet is required along the southern property line and along the on-site public trail, a reduction in the perimeter landscape required and of required parking lot landscaping on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission and staff recommended approval of these requests.
01/11/08	A Code Enforcement complaint (#61269) was processed for sign code violations and a semi parking on the subject property. The case was resolved 02/01/08.
04/16/08	The City Council approved a Petition to Vacate (VAC-26629) a 10-foot wide public drainage easement generally located 1265 feet east of the southeast corner of Buffalo Drive and Smoke Ranch Road. The Planning Commission and staff recommended approval of this request.
05/21/08	The City Council approved an Extension of Time (EOT-27700) for an approved Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed. Staff recommended approval of this request.
10/15/08	A Code Enforcement complaint (#70692) was processed for a non-permitted chain link fence, vehicles, trailers and semis parking on the subject property. The case is still open pending resolution.

04/09/09	The Planning Commission recommended approval of companion items GPA-32550, ZON-32551, VAR-32553, SUP-32552 and SDR-32555 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #10/DC).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this application.	
Pre-Application Meeting	
01/18/08	A pre-application meeting was held where the requirements for submitting a Site Development Plan Review, General Plan Amendment, Rezoning, Variance and Special Use Permit were discussed.
Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:30 pm at the Summerhill Villas Apartments Clubhouse located at 2150 North Tenaya Way, Las Vegas, Nevada 89128. There were two members of the general public present, one member of the development team, one Planning and Development staff member and one Council representative present at the meeting. Concerns were raised at the meeting regarding gaps along the northern wall, drainage of the western lots and blasting prior to grading.

Field Check	
12/17/08	A field check was conducted by staff at the subject site. The site was noted as undeveloped, with a paved 10-foot wide Multi-Use Transportation Trail adjacent to the east perimeter of the site. Additionally, a recently installed, non-permitted chain link fence with gates was noted near the entrance to the property.

Details of Application Request	
Site Area	
Gross Acres	2.63

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	O (Office)	U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking)
North	Office Development	LI/R (Light Industry / Research)	C-PB (Planned Business Park)

South	City Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
East	Multi-Use Transportation Trail	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
West	Church	ML (Medium Low Density Residential)	U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation]
	Single-Family Residential	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y*
Trails (Multi Use Transportation Trail)	X		N**
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 175-foot height limitation contour. The proposed buildings on the subject property do not extend beyond this limitation.

** The site is located adjacent to a Multi-Use Transportation Trail as identified by the Master Plan Transportation Trails Element. All issues addressing the trail requirements are identified in the companion Site Development Plan Review (SDR-32555).

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	114,632 SF	N/A
Min. Lot Width	100 Feet	60 Feet	N*
Min. Setbacks			
• Front	25 Feet	50 Feet	Y
• Side (West)	10 Feet	1-Foot	N*
• Side (East**)	10 Feet	5 Feet**	N*
• Rear	25 Feet	1-Foot	N*
Max. Lot Coverage	30%	59%	N*

Max. Building Height	Lesser of Two Stories or 35 Feet	22 Feet	Y
Trash Enclosure	Screened, Enclosed	Screened, Enclosed	Y
Mech. Equipment	Screened	Screened	Y

* The applicant has requested this Variance to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required.

** Staff notes that the site plan submitted by the applicant is inaccurate as the east perimeter setback of Building B is listed on the plans as 15 feet from the property line. The applicant has incorrectly included APN 138-22-199-005, which is a 10-foot wide trail corridor, as part of the eastern portion of the subject property. The actual setback for Building B, subtracting the 10-foot wide trail corridor shown on the site plan, is five feet from APN 138-22-199-005.

Pursuant to Title 19.08.060, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	66 Feet	69 Feet	Y
Adjacent development matching setback	10 Feet	10 Feet	Y
Trash Enclosure	50 Feet from Residential	370 Feet	Y

ANALYSIS

This application is a request for a Variance to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required for a proposed Mini-Storage Facility. A related Site Development Plan Review (SDR-32555) will be considered concurrently with this request. The proposed Mini-Storage Facility use is too intense for the area and incompatible with the adjacent land uses.

The subject property is a flag lot, which is defined by Title 19.20 as a lot having access or an easement to a public or private street by a narrow, private right-of-way. Staff recognizes that there are constraints when building on such a lot, however the applicant has chosen to propose a Rezoning (ZON-32551) to a N-S (Neighborhood Service) zone which requires a minimum lot width of 100 feet where the existing zoning district of O (Office) allows a 60-foot wide lot; chosen to provide a lot coverage which is nearly double than that permitted by Title 19.08; and placed the proposed buildings at the edges of the subject property which will negatively impact the surrounding land uses.

Additionally, no compelling justification has been provided as to why the proposed Variance is necessary in order to accommodate the site as designed, nor has reason been given for the one-foot building setback and reduced east perimeter setback. In reference to the reduced east perimeter setback, staff notes that the site plan submitted by the applicant is inaccurate as the east perimeter setback of Building B is listed on the plans as 15 feet from the property line. The applicant has incorrectly included APN 138-22-199-005, which is a 10-foot wide trail corridor, as part of the eastern portion of the subject property. The actual setback for Building B, subtracting the 10-foot wide trail corridor shown on the site plan, is five feet from APN 138-22-199-005. Staff finds that the applicant is proposing to over build the subject site resulting in multiple buildings, which intrude into the required landscape buffers, cover more site area than is permissible by Title 19.08, and placed buildings in an area which should serve solely as a site driveway. The proposed deviations are all self-imposed hardships; therefore, staff recommends denial of this Variance request.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L 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 over build the site. Alternatively, re-orientation of the proposed buildings or scaling back the proposed development 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.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 209 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-32553** APN: 138-22-103-004

Name of Property Owner: Smoke Ranch Development LLC

Name of Applicant: Smoke Ranch Development LLC

Name of Representative: Smoke Ranch Development LLC attention: James

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 x No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Haskel Imy

Subscribed and sworn before me

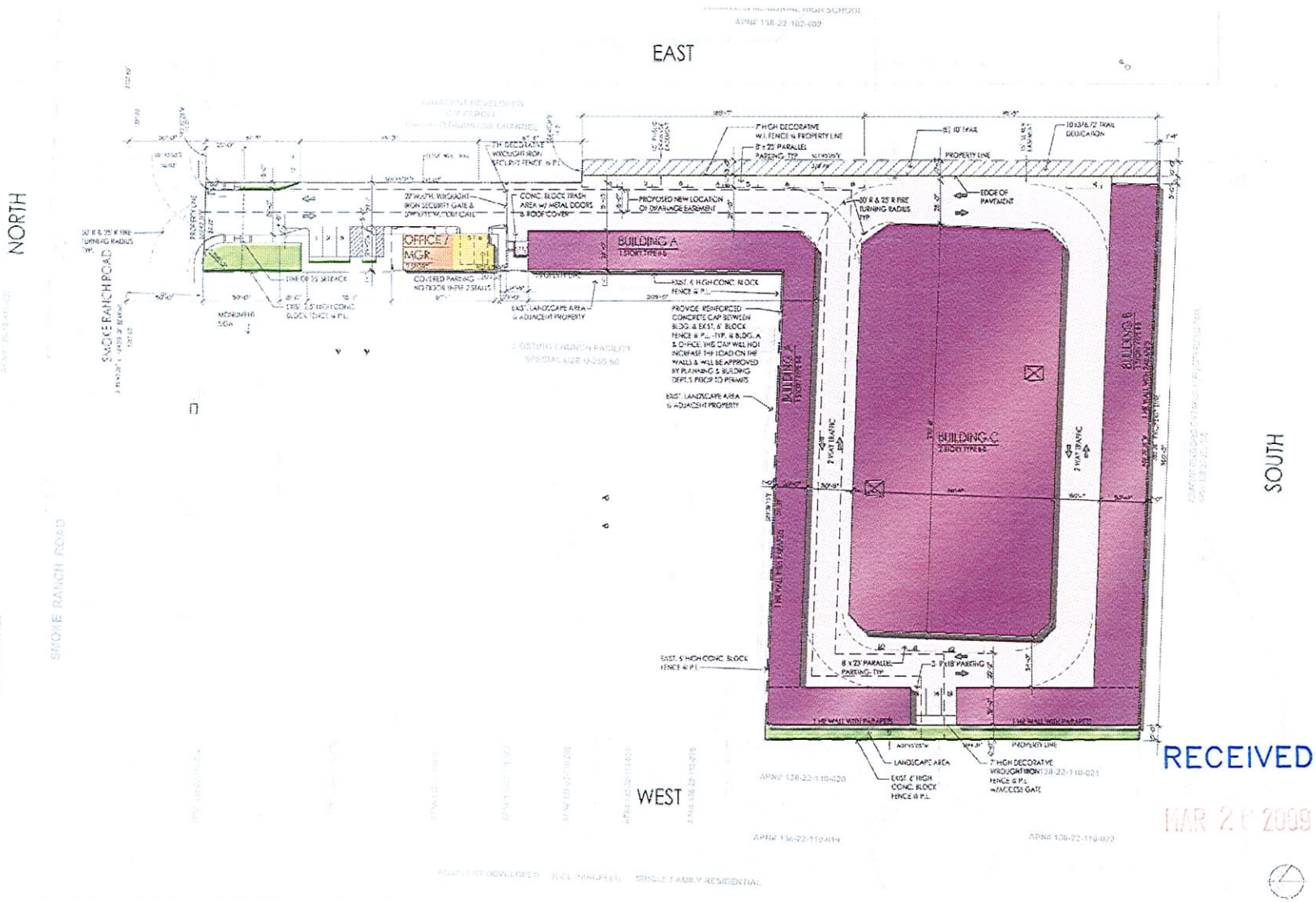
This 9th day of December, 2008

Jennifer L. Roberts

Notary Public in and for said County and State

JENNIFER L. ROBERTS
Notary Public State of Nevada
No. 97-4015-1
My appt. exp. Sept. 23, 2009

Revised 11-14-06



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MAR 2 6 2009

OWNER / DEVELOPER

GREAT AMERICAN CAPITAL
8350 W. SAHARA AVE. #210
LAS VEGAS, NV 89117
CONTACT: JENNIFER ROBERTS
PHONE: 702/ 255-5751
FAX: 702/ 360-5594

ARCHITECT

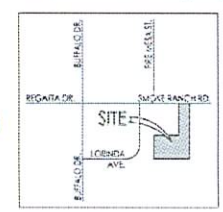
ARIEL L. VALLI ARCHITECT
81 COLUMBIA, SUITE 200
ALGO VIEJO, CA 92656
CONTACT: MARK BENNARD
PHONE: 949/ 349-1777
FAX: 949/ 349-1778
E-MAIL: MARK@VALLIARCH.COM

GENERAL INFORMATION

GENERAL PLAN:	OFFICE
ZONING:	U (C)
FUTURE LAND USE DESIGNATION:	NS
SPECIAL DISTRICTS/ZONES:	NONE
OFF-PREMISE SIGNAGE:	NONE
PREVIOUS CASES:	SDR-18/53
BUILDING PERMIT HISTORY:	NONE
BUSINESS LICENSE HISTORY:	NONE
HISTORIC BUILDING:	N/A

PROJECT DATA

SITE PLAN AREA	105,850 SQ. FT. (2.43) AC	
A.P.N.:	138-22-102-004	
F.A.R.:	0.93	
BUILDINGS		
BUILDING 'A'	12,673 SQ. FT.	
BUILDING 'B'	13,099 SQ. FT.	
BUILDING 'C' (2 story)	70,770 SQ. FT.	
TOTAL STORAGE	96,472 SQ. FT.	
OFFICE	828 SQ. FT.	
COVERED PARKING	515 SQ. FT.	
MGR APARTMENT	1,120 SQ. FT.	
TOTAL OFFICE/MGR	2,463 SQ. FT.	
TOTAL PROJECT	98,935 SQ. FT.	
PARKING		
STORAGE 1/50 UNITS 646 UNITS/50 UNITS +13		
REQUIRED	13 PKG.	
PROVIDED	15 PKG.	
APARTMENT		
REQUIRED	2 PKG.	
PROVIDED	2 PKG.	
OFFICE		
REQUIRED	3 PKG.	(5 MIN.)
PROVIDED	6 PKG.	
TOTAL PARKING PROVIDED	21 PKG.	
AREAS		
BUILDING FOOTPRINT	62,465 SQ. FT.	(59.01%)
LANDSCAPED AREA	3,931 SQ. FT.	(03.71%)
HARDSCAPED AREA	35,607 SQ. FT.	(33.72%)
TRAIL DEDICATION	3,767 SQ. FT.	(03.56%)
SITE AREA	105,850 SQ. FT.	(100.00%)



VICINITY MAP
N.T.S.

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

SITE PLAN

SCALE: 1" = 30'-0"

08-130 03.24.09
11.25.08
12.03.08
12.03.08
12.24.08
03.16.09

ARIEL L. VALLI ARCHITECT
81 COLUMBIA, SUITE 200
ALGO VIEJO, CA 92656
PH: 949/ 349-1777
FAX: 949/ 349-1778

1

GPA-32550 ZON-32551
VAR-32553 SUP-32552
SDR-32555 04/09/09 PC
REVISED



VAR-32553 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



VAR-32553 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



VAR-32553 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08

December 29, 2008

City of Las Vegas Planning Dept.
731 S. Fourth Street
Las Vegas, NV 98101

Re: **Smoke Ranch Self Storage**
APN 138-22-103-004
Request for Variance of Building Setbacks

The request for a Variance to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north, west and east perimeters where 10 feet is required; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required.

The building setback variance request is based upon the unique site configuration, the site location and the existing adjacent uses. The site is immediately adjacent to a drainage channel to the east, a church facility to the west and a public park to the south. The majority of the site is behind the church property's parking lot. The northern portion of the site features a very narrow and long shape at Smoke Ranch Road and is only 59.22 feet wide for a distance of approximately 245 feet. The southern portion of the site does widen significantly to the west. The wider southern portion of site is located between an existing church parking lot and a public park.
With the standard building setback requirements, the northern portion's narrow site width would not allow for the Office building needed for site security and would eliminate its already limited amount of street exposure which is necessary for the facility's identification to the public. The 25 foot street setback has been exceeded to provide nearly 49 feet of setback. The street setback is 34 feet and there will be 71 feet between the Office and the storage building A. A proposed 1 foot setback on west side and south sides of the joint project-existing church property lines reflects the fact that the existing church facility has an existing landscape area and an existing 6 foot high concrete block fence along the joint property line. The one foot setback at the southern property line reflects adjacency of the existing public park. In this setback it is proposed to plant espalier-type vines that will soften the building walls

This request for a variance of the building setbacks would not be detrimental to the adjacent properties and would not impact these properties due to the low height of the perimeter buildings and the effected adjacent property areas are used as a parking lot on the western side and a public park on the south side., The granting of this request would not be detrimental to nor have impact upon the adjacent properties or their use.

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DEC 29 2008

VAR-32553
REVISED
01/22/09 PC

04/28/2009 TUE 12:24 [TX/RX NO 5485] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32553 & SUP-32552
City Council Meeting of 5/6/2009

2009 APR 28 P 12:27

CITY CLERK

KRAVENKO JANET P LIVING TRUST
KRAVENKO JANET P TRS
7508 MAYCREST CIR
LAS VEGAS NV 89128-0204

APN#13822110018

APR 28 09 12:55p Janet Kravenko 702 255 7301 p.1

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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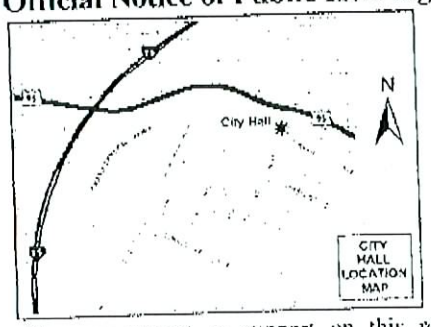
JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32553 & SUP-32552

Planning Commission Meeting of 1/22/2009

Case: VAR-32553

13822110022
CARLSON-GOULD SABRINA
7505 MAYCREST CIR
LAS VEGAS NV 89128-0205

No landscape between neighbors to the West.

RECEIVED 2009

38P

ity of Las Vegas
lanning & Development Department
evelopment Services Center
31 S. Fourth Street
as Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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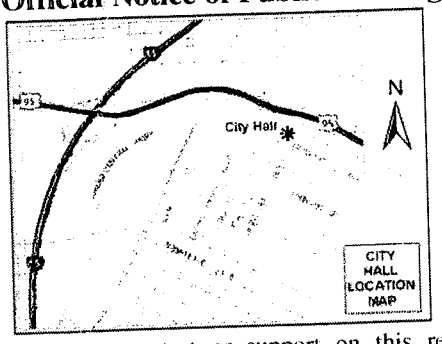
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

Case: VAR-32553

13822110021
HILL WILLIE J & ELIZABETH
7501 MAYCREST CIR
LAS VEGAS NV 89128-0205

AR-32553 & SUP-32552
inning Commission Meeting of 1/22/2009

I would like landscape trees) next to the wall by the houses. ~~on~~ to This company agreed before.

Submitted after final agenda

Date 1/22/09 Item 39

39P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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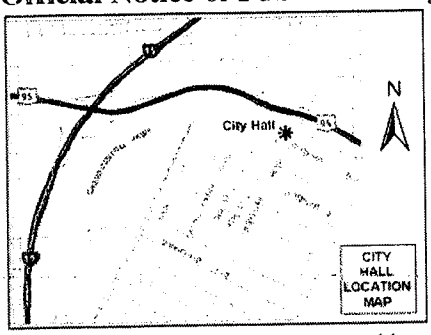
Return Service Requested
Official Notice of Public Hearing



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JAN 13 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32553 & SUP-32552
Planning Commission Meeting of 1/22/2009

Case: VAR-32553
13815410047
OLIENA L L C
5421 IRISH SPRING ST
LAS VEGAS NV 89149-2005

KAUOS11 83143

39A

City of Las Vegas Agenda Item No.: **106.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

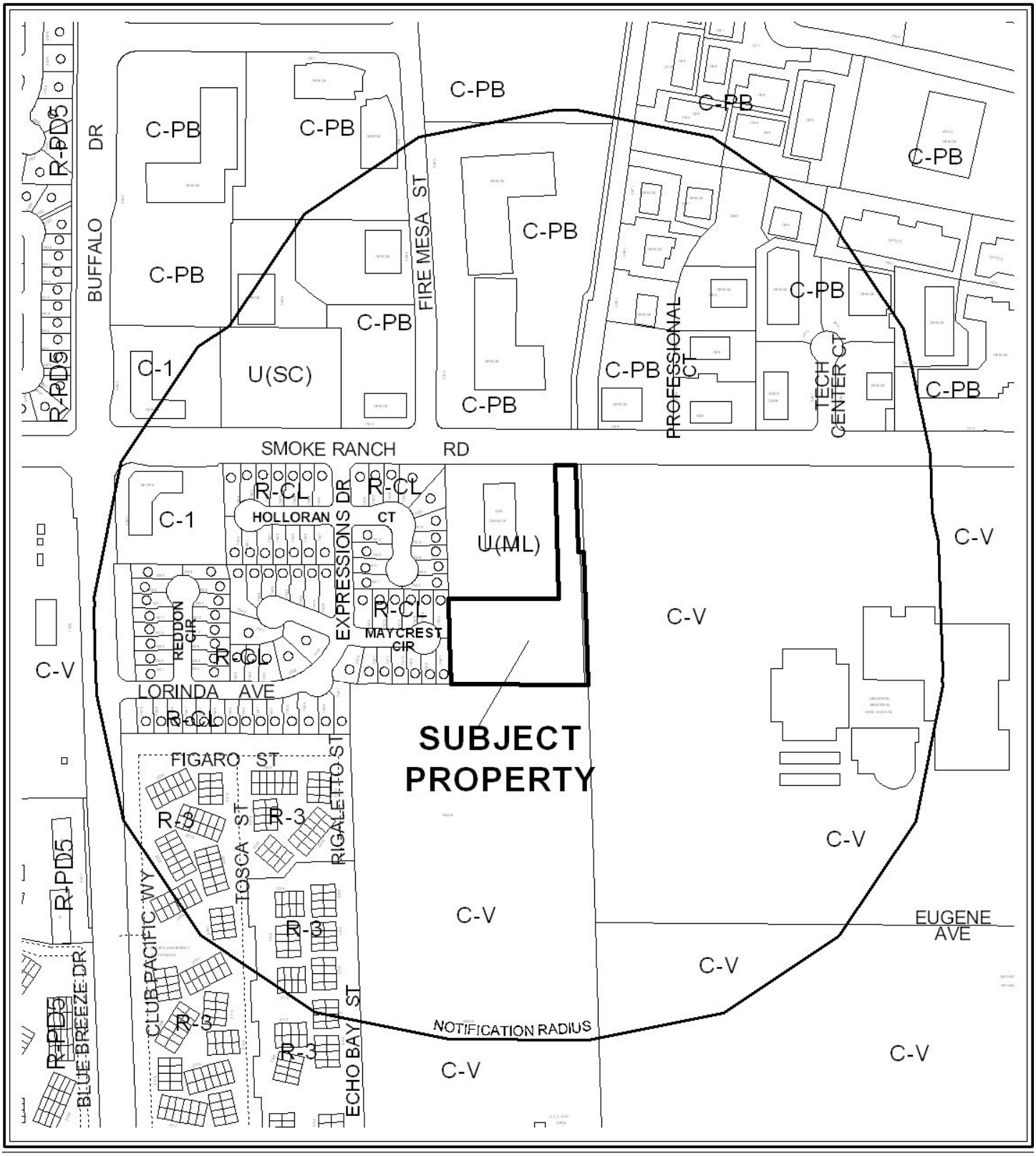
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-32552 - SPECIAL USE PERMIT RELATED TO GPA-32550, ZON-32551 AND VAR-32553 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Special Use Permit FOR A PROPOSED MINI-STORAGE FACILITY adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 13



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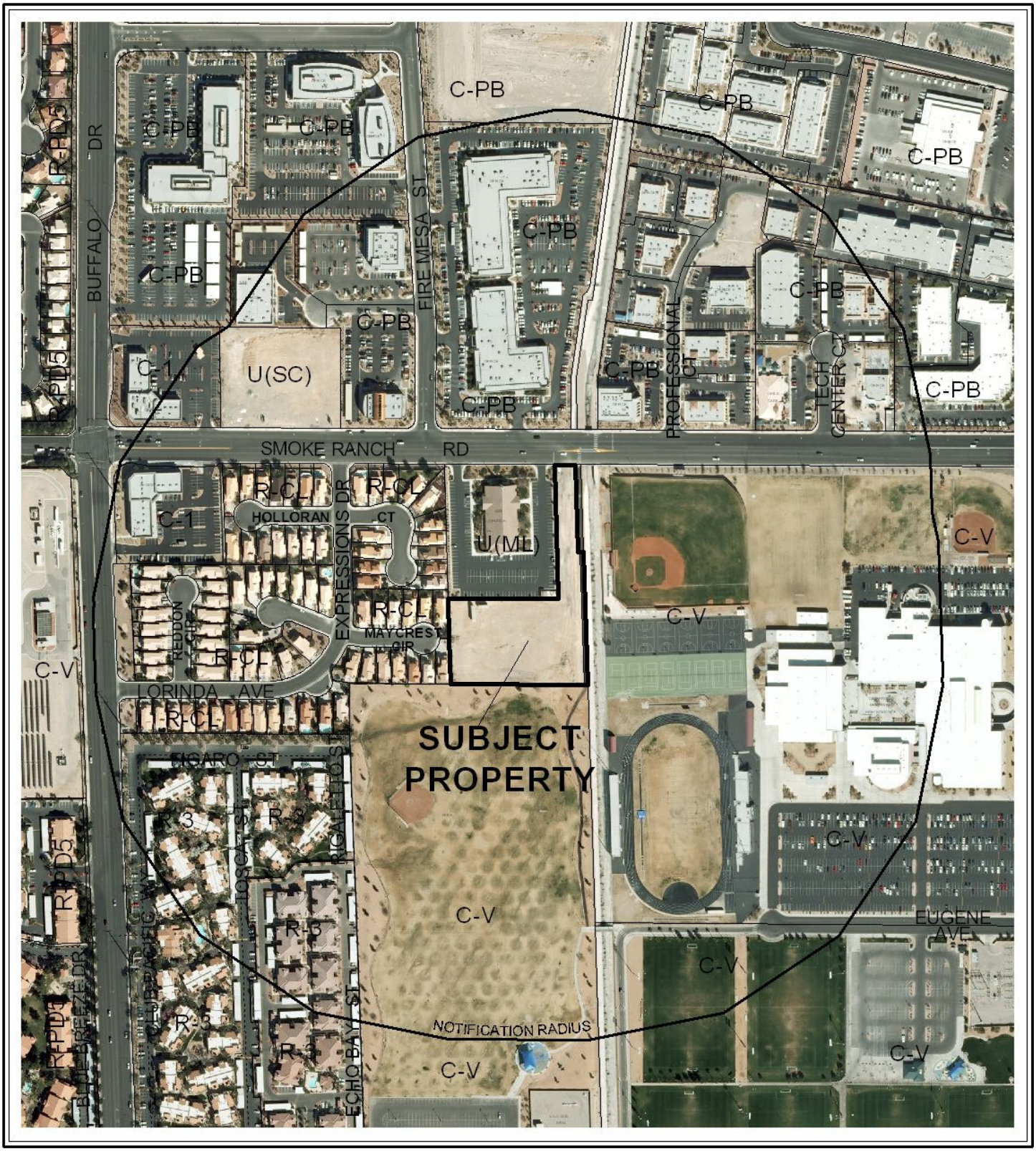
CASE: **SUP-32552**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [O (OFFICE) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY:
N-S (NEIGHBORHOOD SERVICE)

N



0 400 800 Feet

CASE: **SUP-32552**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [O (OFFICE) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY:
N-S (NEIGHBORHOOD SERVICE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-32552 - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Mini-Storage Facility use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-32555) and Variance (VAR-32553) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Mini-Storage Facility use on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-32550) to change the General Plan designation from O (Office) to SC (Service Commercial), a Rezoning (ZON-32551) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to N-S (Neighborhood Service), a Variance (VAR-32553) to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required and a Site Development Plan Review (SDR-32555) for a proposed 99,549 square-foot Mini-Storage Facility with a Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required.

The associated General Plan Amendment (GPA-32550) and Rezoning (ZON-32551) requests both seek to change the land use designation and zoning to an intensity that is not compatible with the surrounding neighborhood. Additionally the Variance (VAR-32553) request for setback reductions and lot coverage intensification indicates the site will be overbuilt and not appropriate for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/04	The City Council approved a General Plan Amendment (GPA-3455) to Amend a portion of the Southwest Sector Plan of the General Plan from ML (Medium Low Density Residential) to O (Office), a Rezoning (ZON-3456) from U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-3457) for a 31,555 square-foot Office building with a Waiver of the Commercial Development Standards on 2.67 acres at 7401 Smoke Ranch Road. The Planning Commission and staff recommended approval of these requests.
10/07/04	The Planning and Development Department administratively approved a Parcel Map (PMP-4315) for 2 lots on 5.4 acres on property located on Smoke Ranch Road, approximately 1320 feet West of Tenaya Way. The map recorded on 04/18/05.

03/23/06	The Planning Commission accepted a Withdrawal Without Prejudice for a General Plan Amendment (GPA-10776) to Amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial), a Rezoning (ZON-10778) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to C-1 (Limited Commercial), a Variance (VAR-10780) to allow a 3.25-foot side yard landscape buffer and a two-foot rear yard landscape buffer where eight feet is required and a Variance (VAR-10781) to allow a 39-foot Residential Adjacency Setback where 135 feet is the minimum setback required. Staff recommended denial of these requests.
05/17/06	The City Council approved a Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed, a Special Use Permit (SUP-10783) for a Mixed-Use development and a Site Development Plan Review (SDR-10784) for a three-story, 45-foot high, Mixed-Use development consisting of 25 Residential units and 13,243 square feet of Office Space with Waivers to allow a minimum lot width of 59 feet where 100 feet is the minimum lot width required and to allow a reduction of perimeter landscaping on 2.72 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission recommended approval of these requests, whereas staff recommended denial.
02/21/07	The City Council approved a Rezoning (ZON-18753) from U (Undeveloped) [O (Office) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-18657) for a three-story 40,971 square-foot Office building with Waivers to allow a zero-foot landscape buffer where eight feet is required along the southern property line and along the on-site public trail, a reduction in the perimeter landscape required and of required parking lot landscaping on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission and staff recommended approval of these requests.
01/11/08	A Code Enforcement complaint (#61269) was processed for sign code violations and a semi parking on the subject property. The case was resolved 02/01/08.
04/16/08	The City Council approved a Petition to Vacate (VAC-26629) a 10-foot wide public drainage easement generally located 1265 feet east of the southeast corner of Buffalo Drive and Smoke Ranch Road. The Planning Commission and staff recommended approval of this request.
05/21/08	The City Council approved an Extension of Time (EOT-27700) of an approved Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed. Staff recommended approval of this request.
10/15/08	A Code Enforcement complaint (#70692) was processed for a non-permitted chainlink fence, vehicles, trailers and semis parking on the subject property. The case is still open pending resolution.

04/09/09	The Planning Commission recommended approval of companion items GPA-32550, ZON-32551, VAR-32553 and SDR-32555 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #10/DC).

Related Building Permits/Business Licenses
There are no building permits or business licenses associated with this application.

Pre-Application Meeting	
01/18/08	A pre-application meeting was held where the requirements for submitting a Site Development Plan Review, General Plan Amendment, Rezoning, Variance and Special Use Permit were discussed.
Neighborhood Meeting	
12/23/08	A neighborhood meeting was held at Nevada Title Company, 2500 N Buffalo Drive, 2nd floor, Las Vegas, Nevada 89128. There was one representative of the applicant, one member of Planning and Development Staff, one member of the Ward 4 Council Office and no members of the general public in attendance. The representative of the applicant was present from 5:30 PM to 6:00 PM. Staff notes that the applicant did not follow the required procedures set in place for proper neighborhood meeting notification. The applicant did not obtain staff approval of the neighborhood meeting time, meeting location or verbiage used in the notification letters mailed.

Field Check	
12/17/08	A field check was conducted by staff at the subject site. The site was noted as undeveloped, with a paved 10-foot wide Multi-Use Transportation Trail adjacent to the east perimeter of the site. Additionally, a recently installed, non-permitted chainlink fence with gates was noted near the entrance to the property.

Details of Application Request	
Site Area	
Gross Acres	2.63

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	O (Office)	U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking)
North	Office Development	LI/R (Light Industry / Research)	C-PB (Planned Business Park)
South	City Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
East	Multi-Use Transportation Trail	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
West	Church	ML (Medium Low Density Residential)	U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation]
	Single-Family Residential	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y*
Trails (Multi Use Transportation Trail)	X		N**
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 175-foot height limitation contour. The proposed buildings on the subject property do not extend beyond this limitation.

** The site is located adjacent to a Multi-Use Transportation Trail as identified by the Master Plan Transportation Trails Element. All issues addressing the trail requirements are identified in the companion Site Development Plan Review (SDR-32555).

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Mini-Storage Facility	646 Storage Units	One space per 50 storage units; Plus 5 spaces on the exterior of the security fence	17	1	20	1	
TOTAL			18		21		Y

ANALYSIS

This is a request to provide a Mini-Storage Facility located adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. This proposed development contains a total of 646 Mini-Storage Facility units, which Title 19.04 requires a total of 18 parking spaces. The applicant has provided a total of 21 standard parking spaces, one of which is handicapped van accessible, on site. This use meets the intent of the proposed N-S (Neighborhood Service) zoning district; however staff finds that the means implemented by the applicant to obtain this use is incompatible with the physical location and size of the subject property. The associated General Plan Amendment (GPA-32550) and Rezoning (ZON-32551) requests both seek to change the land use designation and zoning to an intensity that is not compatible with the surrounding neighborhood while the Variance (VAR-32553) requests for setback reductions and lot coverage intensification indicates the site is being overbuilt and not appropriate for the proposed use; therefore, staff recommends denial of this request.

- **Land Use and Zoning**

  This project is located within a proposed N-S (Neighborhood Service) zoning district. The purpose of the proposed N-S (Neighborhood Service) district is to provide for the development of convenience retail shopping, services and professional offices principally serving neighborhood needs and compatible in scale, character and intensity with adjacent residential development. This district is intended to be located at intersections of streets designated as collector or larger. The N-S (Neighborhood Service) district should also be used as a buffer between residential and more intense retail/commercial uses. The N-S (Neighborhood Service) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

The subject site is located in the Southwest Sector of the General Plan and has a current land use designation of O (Office). A General Plan Amendment (GPA-32550) to change the designation to SC (Service Commercial) has been submitted along with a Rezoning request. The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

- **Use**

A Mini-Storage Facility use is defined by Title 19.04 as a facility with enclosed storage space, divided into separate compartments no larger than 500 square feet in size, which is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment.

- **Minimum Special Use Permit Requirements:**

1. No more than one manager's security residence shall be permitted.

2. All storage shall be within an enclosed building except for the storage of recreational vehicles, which shall be completely screened from view from the surrounding properties and abutting streets.

3. The following activities are prohibited on or from the premises of a mini-storage facility:

    a. The conducting of a business (other than the mini-storage business itself and permitted accessory uses);
    b. The retail sale of stored items;
    c. The commercial repair of motor vehicles, boats, trailers and other like vehicles;
    d. The operation of spray-painting equipment, power tools, welding equipment or other similar equipment;
    e. The production, fabrication or assembly of products.

4. The rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-storage facility, provided the business is conducted out of the same office as that of the mini-storage facility. No trucks or trailers shall be displayed in public view, and the combined total of all trucks and trailers stored on site shall not exceed a ratio of two trucks or trailers for each 100 storage units.

5. Truck and trailer storage shall be screened from streets and adjacent properties.

6. When adjacent to a residential use, the exterior wall of the mini-storage shall be constructed of decorative block.

The proposed Mini-Storage Facility use meets the Minimum Special Use Permit Requirements; however, the proposed General Plan Amendment (GPA-32550) and Rezoning (ZON-32551) both seek to change the land use designation and zoning to an intensity that is not compatible with the surrounding neighborhood. Additionally, the Variance (VAR-32553) request for setback reductions and lot coverage intensification indicates the site is being overbuilt and not appropriate for the proposed use; therefore, staff recommends denial of this request.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 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."**

   Although the proposed N-S (Neighborhood Service) zoning district is the appropriate zoning district for a Mini-Storage Facility with a Special Use Permit, this use is incompatible with the surrounding zoning districts of C-PB (Planned Business Park) to the north, C-V (Civic) to the south, R.O.W (Right-of-Way) to the east, and both U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] and R-CL (Single Family Compact-Lot) to the west. The proposed use will be much more intense then those permitted under the current General Plan land use designation of O (Office).

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 as the applicant has requested multiple Waivers in conjunction with the Site Development Plan Review (SDR-32555) and a Variance (VAR-32553) which proposes reductions in the building setbacks and lot coverage that exceeds the maximum allowed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided by Smoke Ranch Road, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways, which will provide adequate access to the subject property. The proposed Mini-Storage Facility use for the subject property will place additional 24-hour vehicular traffic on Smoke Ranch Road.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   With the approval of the General Plan Amendment (GPA-32550) to the SC (Service Commercial) land use designation and Rezoning (ZON-32551) to N-S (Neighborhood Service), the proposed Mini-Storage Facility use will be consistent with the General Plan with the approval of this Special Use Permit.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use conforms to the Minimum Special Use Permit Requirements for a Mini-Storage Facility use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 209 by City Clerk

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-32552** APN: 138-22-103-004

Name of Property Owner: Smoke Ranch Development LLC

Name of Applicant: Smoke Ranch Development LLC

Name of Representative: Smoke Ranch Development LLC attention: James

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 x _____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Haskel Imy

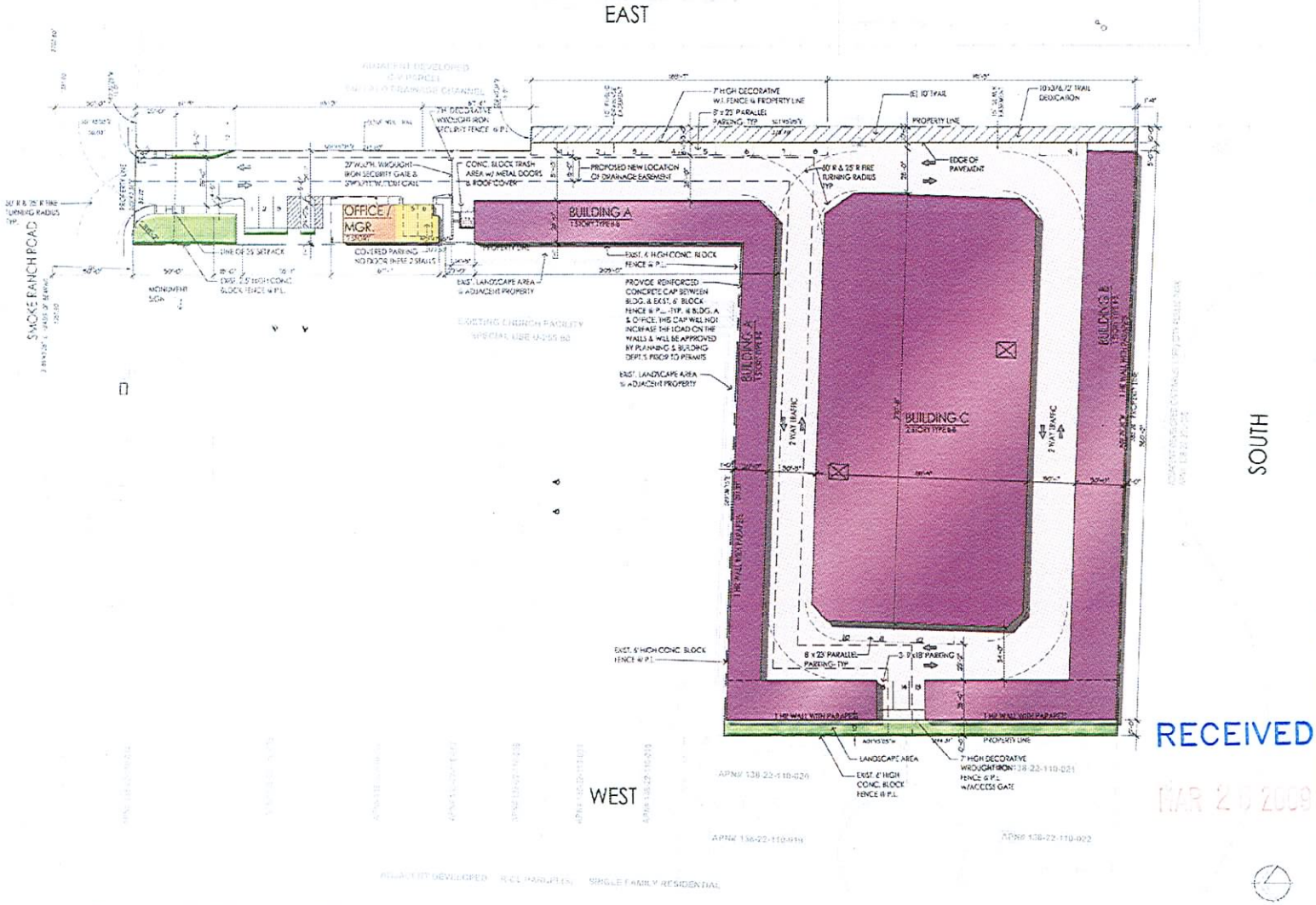
Subscribed and sworn before me

This 9th day of December, 2008

Jennifer L. Roberts

Notary Public in and for said County and State

JENNIFER L. ROBERTS
Notary Public State of Nevada
No. 97-4318-1
My appt. exp. Sept. 23, 2009



OWNER / DEVELOPER

GREAT AMERICAN CAPITAL
8350 W. SAHARA AVE. #210
LAS VEGAS, NV 89117
CONTACT: JENNIFER ROBERTS
PHONE: (702) 255-3751
FAX: (720) 368-5394

ARCHITECT

ARIEL L. VALLI ARCHITECT
81 COLUMBIA, SUITE 200
ALISO VIEJO, CA 92656
CONTACT: MARIE BENNARD
PHONE: (949) 349-1777
FAX: (949) 349-1778
E-MAIL: MARIE@VALLIARCH.COM

GENERAL INFORMATION

GENERAL PLAN:	OFFICE
ZONING:	U (SC)
FUTURE LAND USE DESIGNATION:	NS
SPECIAL DISTRICTS/ZONES:	NONE
OFF-PREMISE SIGNAGE:	NONE
PREVIOUS CASES:	SDR-18753
BUILDING PERMIT HISTORY:	NONE
BUSINESS LICENSE HISTORY:	NONE
HISTORIC BUILDING:	N/A

PROJECT DATA

SITE PLAN AREA	106,890 (2.45)	SQ. FT. AC
A.P.N.	138-22-102-004	
F.A.R.	0.93	
BUILDINGS		
BUILDING 'A'	12,673	SQ. FT.
BUILDING 'B'	13,799	SQ. FT.
BUILDING 'C' (2 story)	70,770	SQ. FT.
TOTAL STORAGE	95,472	SQ. FT.
OFFICE	820	SQ. FT.
COVERED PARKING	515	SQ. FT.
MGR APARTMENT	1,120	SQ. FT.
TOTAL OFFICE/MGR	2,455	SQ. FT.
TOTAL PROJECT	98,935	SQ. FT.

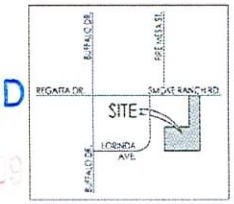
PARKING

STORAGE 1/50 UNITS
946 UNITS/50 UNITS = 19

REQUIRED	19	PKG.
PROVIDED	15	PKG.
APARTMENT		
REQUIRED	2	PKG.
PROVIDED	2	PKG.
OFFICE		
REQUIRED	5	PKG. (5 MIN.)
PROVIDED	4	PKG.
TOTAL PARKING PROVIDED	21	PKG.

AREAS

BUILDING FOOTPRINT	82,466	SQ. FT.	(69.21%)
LANDSCAPED AREA	3,931	SQ. FT.	(03.71%)
HARDSCAPED AREA	19,687	SQ. FT.	(18.42%)
TRAIL DEDICATION	2,767	SQ. FT.	(02.59%)
SITE AREA	106,890	SQ. FT.	(100.00%)



VICINITY MAP

RECEIVED
MAR 27 2009

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

SITE PLAN

SCALE: 1" = 30'-0"

11.25.08
12.03.08
12.05.08
12.24.08
03.15.09

GPA-32550 ZON-32551
VAR-32553 SUP-32552
SDR-32555 04/09/09 PC
REVISED

ARIEL L. VALLI ARCHITECT
81 COLUMBIA, SUITE 200 PH. 949.349.1777
ALISO VIEJO, CA 92656 FAX. 949.349.1778



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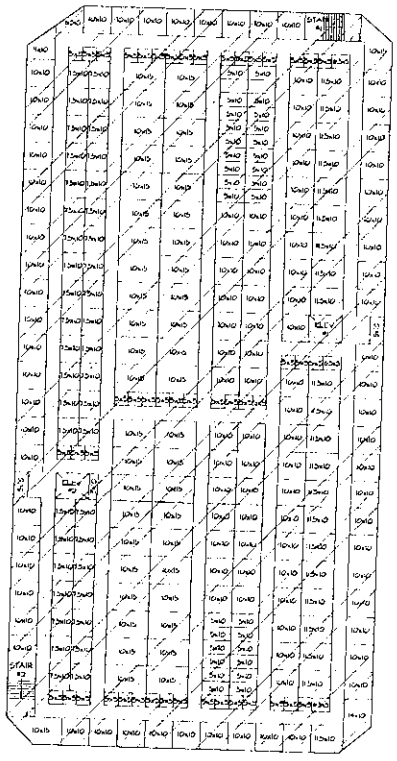
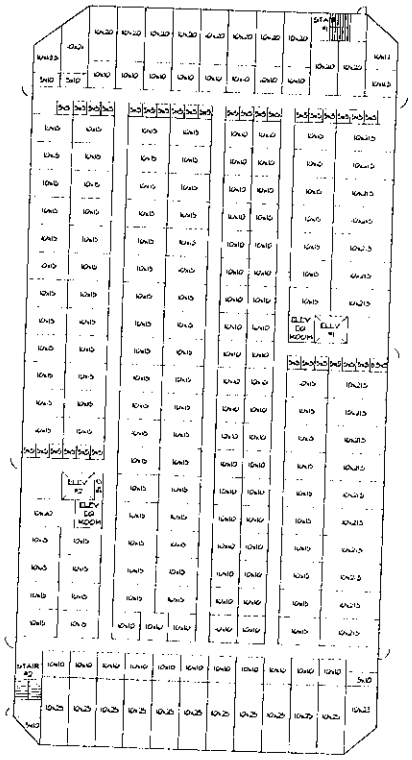


BLDG. C - 2ND FLOOR



BLDG. C - 1ST FLOOR

BLDG. B

CLIMATE CONTROLLED UNITS

UNITMIX TABULATION

UNIT SIZE	UNIT (SF)	QTY	TOTAL (SF)
5 x 5	25	36	900
5 x 5	25	48	1200
3 x 10	30	1	30
5 x 10	50	1	50
6.5 x 5	32.5	1	32.5
5 x 10	50	14	700
5 x 10	50	32	1600
4.5 x 10	45	4	240
7.5 x 10	75	42	3150
9 x 10	90	1	90
10 x 10	100	41	4100
10 x 10	100	110	11000
10 x 11.5	115	1	115
10 x 11.5	115	22	2530
10 x 13.5	135	1	135
10 x 15	150	85	12750
10 x 15	150	46	6900
10 x 14	140	1	140
10 x 17	170	1	170
10 x 20	200	38	7600
10 x 21	210	2	420
10 x 21.5	215	17	3655
10 x 23	230	1	230
10 x 25	250	27	6750
10 x 24	240	21	5040
12 x 25	300	1	300
10 x 30	300	31	9300
TOTALS		646	81,549
AVERAGE UNIT (SQ FT)			126.2
GROSS TOTAL AREA			97,984
EFFICIENCY			84%

BLDG. NAME	BLDG. USE	BLDG. AREA (SF)	MAX. FLR. HEIGHT
A	STORAGE	12,270 / MAX	
B	STORAGE	1,150 / 1	
C (2 story)	STORAGE	84,564 / 2	

SUP-32552
01/22/09 PC

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

FLOOR PLAN - UNIT MIX

SCALE 1" = 30'-0"

ARIEL L. VALLI ARCHITECT

2



SUP-32552 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



SUP-32552 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



SUP-32552 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08

RECEIVED
DEC 09 2008

December 8, 2008

City of Las Vegas Planning Dept.
731 S. Fourth Street
Las Vegas, NV 98101

Re: **Smoke Ranch Self Storage**
APN 138-22-103-004
Request for Special Use permit for storage use in Neighborhood Service (N-S) Letter of Justification

Existing adjacent zones and uses:

North	C-PB	Commercial offices and professional offices (north side of Smoke Ranch Road)
East	C-V	Buffalo Drainage Channel and Cimmaron Memorial High School (baseball and tennis courts)
South	U(O)	City Public park
West	CIR	Single family residential &
	U(ML)	Church Facility with Special Use U-255-90

The proposed use of a storage facility located in this area conforms with the intended Neighborhood Service zoning by providing a service commonly used in residential and light industrial / research uses. The adjacent uses on the south side of Smoke Ranch Road are definitely of a neighborhood nature and scale with the residential properties on the western side of the site, the school on the eastern side, the multi-tenant commercial and office uses on the north side of Smoke Ranch Road and the public park to the south.

The proposed storage facility would conform with the intended development scale and nature of the existing zone for neighborhood scaled uses. Storage facilities are low impact, low traffic, low noise and low activity type uses. As such, it would be an excellent buffer between the street noise and its activities for the park users and the residential uses. The total project building area is 99,551 square feet on a 2.43 acre site. The facility is comprised of 2-1 story storage buildings located around the perimeter of the southern portion of the property, a 2 story building in the center of the 1 story perimeter buildings and a 2 story Office building with a 2 car garage on the first floor with the resident managers apartment on the second floor. The perimeter buildings would shield the surrounding properties from noise or light and glare as the security lighting is mounted at approximately 8'-6" in height on the first floor of all buildings and faces interior driveways. All lights are the shielded type to guard against off-site light spillage. The two story storage building would be approximately 22' high and would be screened by the perimeter storage buildings. The site development would not be detrimental to the existing uses and would provide a low impact on noise, activity and traffic especially in comparison with an office type use.

This request would be in conformance with the overall character and scale of the existing adjacent parcels as indicated above. The granting of this request would be in conformance with the existing uses, would not be detrimental to nor impact the adjacent properties or their use.

RECEIVED
DEC 09 2008

SUP-32552
01/22/09 PC

04/28/2009 TUE 12:24 [TX/RX NO 5485] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32553 & SUP-32552
City Council Meeting of 5/6/2009

2009 APR 28 P 12:27

CITY CLERK

KRAVENKO JANET P LIVING TRUST
KRAVENKO JANET P TRS
7508 MAYCREST CIR
LAS VEGAS NV 89128-0204

APN#13822110018

APR 28 09 12:55p Janet Kravenko 702 255 7301 p.1

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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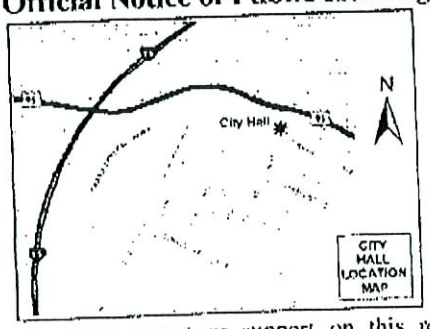
JAN 09 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: VAR-32553

13822110022
CARLSON-GOULD SABRINA
7505 MAYCREST CIR
LAS VEGAS NV 89128-0205

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32553 & SUP-32552
Planning Commission Meeting of 1/22/2009

No landscape betwee neighbors to the West.

RECEIVED JAN 12 2009

39P

ity of Las Vegas
lanning & Development Department
evelopment Services Center
31 S. Fourth Street
as Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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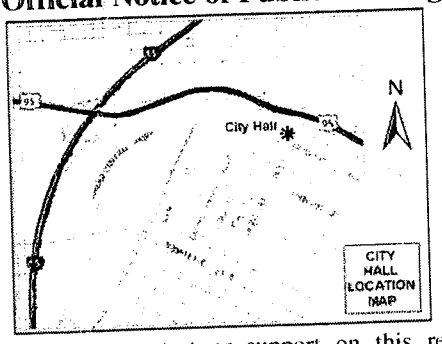
JAN 16 2009

Return Service Requested
Official Notice of Public Hearing



you wish to file your protest or support on this request, check the propriate box below and return this card in an envelope with postage to the anning & Development Department at the address listed above or fax this de of this card to (702) 385-7268. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

ease use available blank space on card for your comments.

Case: VAR-32553

13822110021
HILL WILLIE J & ELIZABETH
7501 MAYCREST CIR
LAS VEGAS NV 89128-0205

AR-32553 & SUP-32552
inning Commission Meeting of 1/22/2009

I would like landscape trees) next to the wall by the houses. ~~on~~ to This company agreed before.

Submitted after final agenda

Date 1/22/09 Item 39

39P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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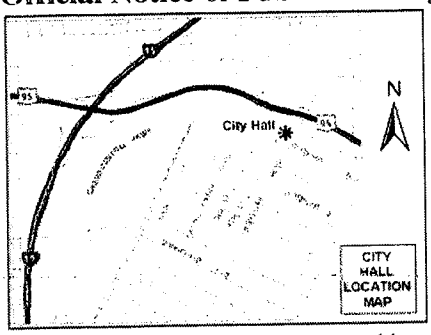
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 13 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32553 & SUP-32552
Planning Commission Meeting of 1/22/2009

Case: VAR-32553
13815410047
OLIENA L L C
5421 IRISH SPRING ST
LAS VEGAS NV 89149-2005

KAUOS11 83143

39A

City of Las Vegas Agenda Item No.: **107.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

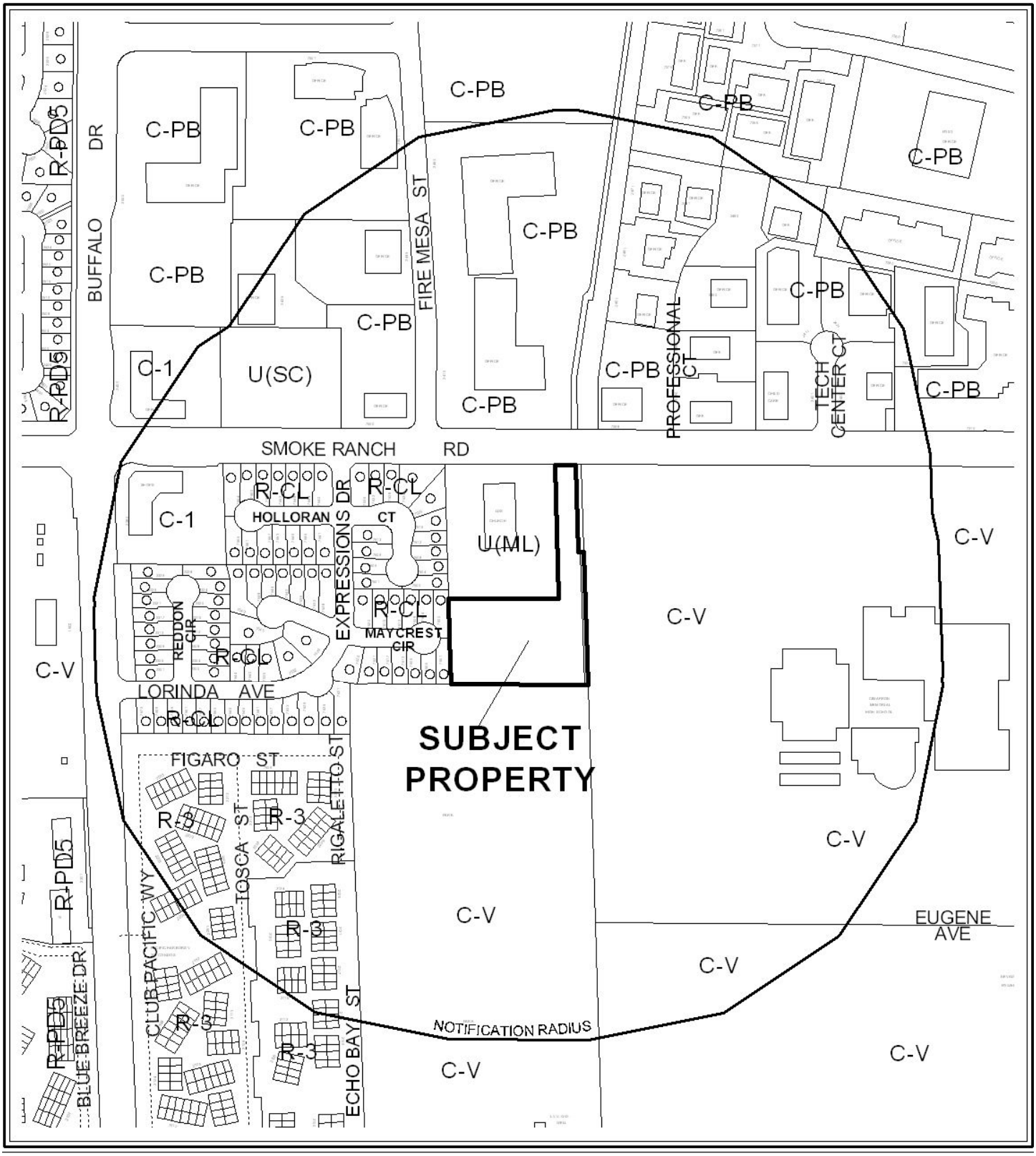
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-32555 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-32550, ZON-32551, VAR-32553 AND SUP-32552 - PUBLIC HEARING - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC - Request for a Site Development Plan Review FOR A PROPOSED 99,549 SQUARE-FOOT MINI-STORAGE FACILITY WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE EAST, SOUTH, NORTH AND A PORTION OF THE WEST PERIMETER WHERE EIGHT FEET IS REQUIRED on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive (APN 138-22-102-004), U (Undeveloped) Zone [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) Zone [PROPOSED: N-S (Neighborhood Service)], Ward 4 (Steinman). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
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. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letters
6. Protest Postcards
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 14



CASE: **SDR-32555**

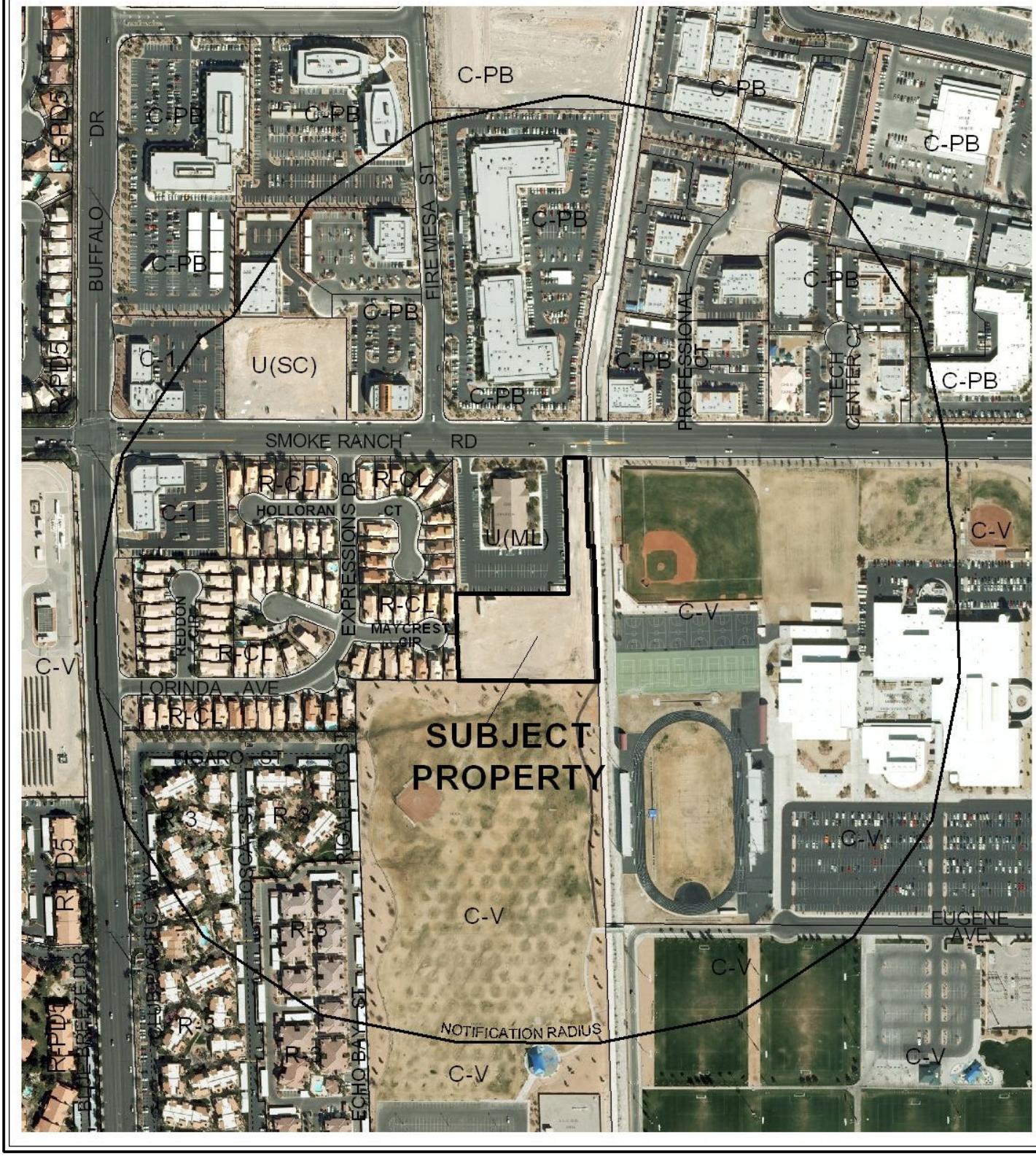
RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [O (OFFICE) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY:
N-S (NEIGHBORHOOD SERVICE)

N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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-32555 - APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-32552) and Variance (VAR-32553) shall be required, if approved.

2. Site Development Plan Review (SDR-18657) and Variance (VAR-12669) are hereby expunged.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Maintain no less than five non-reserved parking spaces on the exterior of the security fence that are open and accessible to the public at all times.

5. All development shall be in conformance with and building elevations date stamped 12/09/08, elevation/floor plan page #5 date stamped 12/29/08, site plan page #1 and landscape plan page #6 date stamped 03/26/09, except as amended by conditions herein.

6. The applicant shall revise the site and landscape plan to reflect conformance with the Master Plan Transportation Trails Element to include a 10-foot landscape corridor adjacent to the existing Multi-Use Transportation Trail along the eastern perimeter of the site. The landscape corridor shall contain the amenities listed within the Master Plan Transportation Trails Element, including trees spaced 20 feet on center and the provision of one light per 150 feet of trail.

7. A Waiver from Title 19.12.040(A) is hereby approved, to allow a zero-foot wide landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required.

8. An Exception from Title 19.12.040(B) is hereby approved, to allow 25, 24-inch box trees where 107, 24-inch box trees are required.

9. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect the changes herein. Revise the site plan to depict the parking spaces in conformance with the requirements of Title 19.10.010(J)(2), which permits a maximum of 30% of the spaces to be compact in size.

10. 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.

11. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

12. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

13. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

14. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

15. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

16. 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.

17. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department 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.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

20. No portion of the proposed building, accessory structures or landscaping over 3 feet tall may be allowed to encroach upon the existing on-site 15 foot wide public sewer easement along the eastern boundary of this site.

21. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

22. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

23. All landscaping and private improvements installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

24. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Lone Mountain Trail Phase II project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

25. 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, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed 99,549 square-foot Mini-Storage Facility with a Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required on 2.63 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-32550) to change the General Plan designation from O (Office) to SC (Service Commercial), a Rezoning (ZON-32551) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to N-S (Neighborhood Service), a Variance (VAR-32553) to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required and a Special Use Permit (SUP-32552) for a Mini-Storage Facility use.

The applicant submitted revised plans on March 18, 2009 which made two modifications to the site and landscape plans. The revised plans reversed the orientation of the Office/Manager building and the customer parking area at the north side of the building and eliminated a five-foot wide by 182-foot long gravel landscape strip adjacent to the existing Multi-Use Transportation Trail. The gravel strip was replaced by asphalt paving and one additional parking space, while the Office/Manager building and the customer parking area were reversed in their orientation, creating a 105-foot setback for the building where 50 feet was initially provided.

The associated General Plan Amendment (GPA-32550) and Rezoning (ZON-32551) requests both seek to change the land use designation and zoning to an intensity that is not compatible with the surrounding neighborhood. The numerous requests for Waivers associated with the Site Development Plan Review coupled with the Variance request for setback reductions and lot coverage intensification indicate the site will be overbuilt and not appropriate for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
02/18/04	The City Council approved a General Plan Amendment (GPA-3455) to Amend a portion of the Southwest Sector Plan of the General Plan from ML (Medium Low Density Residential) to O (Office), a Rezoning (ZON-3456) from U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-3457) for a 31,555 square-foot Office building with a Waiver of the Commercial Development Standards on 2.67 acres at 7401 Smoke Ranch Road. The Planning Commission and staff recommended approval of these requests.

10/07/04	The Planning and Development Department administratively approved a Parcel Map (PMP-4315) for 2 lots on 5.4 acres on property located on Smoke Ranch Road, approximately 1320 feet West of Tenaya Way. The map recorded on 04/18/05.
03/23/06	The Planning Commission accepted a Withdrawal Without Prejudice for a General Plan Amendment (GPA-10776) to Amend a portion of the Southwest Sector Plan of the General Plan from O (Office) to SC (Service Commercial), a Rezoning (ZON-10778) from U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking) to C-1 (Limited Commercial), a Variance (VAR-10780) to allow a 3.25-foot side yard landscape buffer and a two-foot rear yard landscape buffer where eight feet is required and a Variance (VAR-10781) to allow a 39-foot Residential Adjacency Setback where 135 feet is the minimum setback required. Staff recommended denial of these requests.
05/17/06	The City Council approved a Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed, a Special Use Permit (SUP-10783) for a Mixed-Use development and a Site Development Plan Review (SDR-10784) for a three-story, 45-foot high, Mixed-Use development consisting of 25 residential units and 13,243 square feet of Office Space with Waivers to allow a minimum lot width of 59 feet where 100 feet is the minimum lot width required and to allow a reduction of perimeter landscaping on 2.72 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission recommended approval of these requests, whereas staff recommended denial.
02/21/07	The City Council approved a Rezoning (ZON-18753) from U (Undeveloped) [O (Office) General Plan designation] to P-R (Professional Offices and Parking) and a Site Development Plan Review (SDR-18657) for a three-story 40,971 square-foot Office building with Waivers to allow a zero-foot landscape buffer where eight feet is required along the southern property line and along the on-site public trail, a reduction in the perimeter landscape required and of required parking lot landscaping on 2.7 acres adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The Planning Commission and staff recommended approval of these requests.
01/11/08	A Code Enforcement complaint (#61269) was processed for sign code violations and a semi parking on the subject property. The case was resolved 02/01/08.
04/16/08	The City Council approved a Petition to Vacate (VAC-26629) a 10-foot wide public drainage easement generally located 1265 feet east of the southeast corner of Buffalo Drive and Smoke Ranch Road. The Planning Commission and staff recommended approval of this request.

05/21/08	The City Council approved an Extension of Time (EOT-27700) for an approved Variance (VAR-12669) to allow a three-story building where two stories is the maximum height allowed. Staff recommended approval of this request.
10/15/08	A Code Enforcement complaint (#70692) was processed for a non-permitted chainlink fence, vehicles, trailers and semis parking on the subject property. The case is still open pending resolution.
04/09/09	The Planning Commission recommended approval of companion items GPA-32550, ZON-32551, VAR-32553 and SUP-32552 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #14/dc).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this application.	

Pre-Application Meeting	
01/18/08	A pre-application meeting was held where the requirements for submitting a Site Development Plan Review, General Plan Amendment, Rezoning, Variance and Special Use Permit were discussed.

Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:30 pm at the Summerhill Villas Apartments Clubhouse located at 2150 North Tenaya Way, Las Vegas, Nevada 89128. There were two members of the general public present, one member of the development team, one Planning and Development staff member and one Council representative present at the meeting. Concerns were raised at the meeting regarding gaps along the northern wall, drainage of the western lots and blasting prior to grading.

Field Check	
12/17/08	A field check was conducted by staff at the subject site. The site was noted as undeveloped, with a paved 10-foot wide Multi-Use Transportation Trail adjacent to the east perimeter of the site. Additionally, a recently installed, non-permitted chainlink fence with gates was noted near the entrance to the property.

Details of Application Request	
Site Area	
Gross Acres	2.63

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	O (Office)	U (Undeveloped) [O (Office) General Plan designation] under Resolution of Intent to P-R (Professional Office and Parking)
North	Office Development	LI/R (Light Industry / Research)	C-PB (Planned Business Park)
South	City Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
East	Multi-Use Transportation Trail	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
West	Church	ML (Medium Low Density Residential)	U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation]
	Single-Family Residential	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y*
Trails (Multi-Use Transportation Trail)	X		N
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within the North Las Vegas Airport Overlay Map within the 175-foot height limitation contour. The proposed buildings on the subject property do not extend beyond this limitation.

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	114,632 SF	N/A
Min. Lot Width	100 Feet	60 Feet	N*
Min. Setbacks			
• Front	25 Feet	105 Feet	Y
• Side (West)	10 Feet	1-Foot	N*
• Side (East**)	10 Feet	5 Feet**	N*
• Rear	25 Feet	1-Foot	N*
Max. Lot Coverage	30%	59%	N*
Max. Building Height	Lesser of Two Stories or 35 Feet	22 Feet	Y
Trash Enclosure	Screened, Enclosed	Screened, Enclosed	Y
Mech. Equipment	Screened	Screened	Y

* The applicant has requested a Variance (VAR-32553) to allow a one-foot setback along the south perimeter where 25 feet is required; to allow a one-foot setback along portions of the north and west perimeters where 10 feet is required; to allow a five-foot setback along a portion of the east perimeter; to allow a lot coverage of 59% where 30% is the maximum permitted; and to allow a 60-foot wide lot where 100 feet is the minimum required.

** Staff notes that the site plan submitted by the applicant is inaccurate as the east perimeter setback of Building B is listed on the plans as 15 feet from the property line. The applicant has incorrectly included APN 138-22-199-005, which is a 10-foot wide trail corridor, as part of the eastern portion of the subject property. The actual setback for Building B, subtracting the 10-foot wide trail corridor shown on the site plan, is five feet from APN 138-22-199-005.

Pursuant to Title 19.08.060, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	66 Feet	69 Feet	Y
Adjacent development matching setback	10 Feet	10 Feet	Y
Trash Enclosure	50 Feet from Residential	370 Feet	Y

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree/6 Spaces	4 Trees	4 Trees	Y
Buffer: Min. Trees (Adj. to R.O.W and Residential) (Adj. to Park/Church/ Trail)	1 Tree/20 Linear Feet 1 Tree/30 Linear Feet	14 Trees 57 Trees	19 Trees 2 Trees	Y N*
Trail	1 Tree/20 Linear Feet	32 Trees	Zero Trees	N**
TOTAL		107 Trees	25 Trees	N**
Min. Zone Width (North, adjacent to R.O.W) (South, East, West and North adjacent to existing Church)	15 Feet 8 Feet		51 Feet Zero Feet	Y N*
Wall Height	6-8 Feet		7 Feet	Y

* The applicant has requested Waivers to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required

** The applicant has requested an Exception to allow 25, 24-inch box trees where 107, 24-inch box trees are required.

Pursuant to the Master Plan Transportation Trails Element, the following standards apply:

Trail Standards	***Required***	***Provided***	***Compliance***
Multi-Use Transportation Trail	Total width of trail corridor is 20 feet; Shared path 10 feet wide; Trees spaced 20 feet on center within two five-foot landscape corridors; Trail to provide lighting	10-foot wide path	N*

* The applicant has not provided the required landscape buffer area, trees, or lighting adjacent to the existing Multi-Use Transportation Trail. Staff notes that these requirements can not be Waived unless a General Plan Amendment to the General Plan itself is submitted and approved. A Condition of Approval has been added to ensure compliance with the requirements of the Master Plan Transportation Trails Element.

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Mini-Storage Facility	646 Storage Units	One space per 50 storage units; Plus 5 spaces on the exterior of the security fence	17	1	20	1	
TOTAL			18		21		Y

Waiver		
Request	**Requirement**	**Staff Recommendation**
To allow a zero-foot landscape buffer along the east, south, and portion of the west perimeter	Eight-foot landscape buffer	Denial

Exception		
Request	**Requirement**	**Staff Recommendation**
To allow 25, 24-inch box trees	107, 24-inch box trees	Denial

ANALYSIS

- **Land Use and Zoning**

  The subject site is located in the Southwest Sector of the General Plan and has a current land use designation of O (Office). A General Plan Amendment (GPA-32550) to change the designation to SC (Service Commercial) has been submitted along with a Rezoning request. The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

A companion item to Rezone (ZON-32551) the site from U (Undeveloped) [O (Office) General Plan Designation] under Resolution of Intent to P-R (Professional Office and Parking) district to N-S (Neighborhood Service) district has also been submitted by the applicant. The purpose of the proposed N-S (Neighborhood Service) district is to provide for the development of convenience retail shopping, services and professional offices principally serving neighborhood needs and compatible in scale, character and intensity with adjacent residential development. This district is intended to be located at intersections of streets designated as collector or larger. The N-S (Neighborhood Service) district should also be used as a buffer between residential and more intense retail/commercial uses. The N-S (Neighborhood Service) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

With the approval of the proposed Rezoning (ZON-32551) to the N-S (Neighborhood Service) zoning district and General Plan Amendment (GPA-32550) to the SC (Service Commercial) land use designation, the proposed Mini-Storage Facility use associated with this Site Development Plan Review will be permissible with the approval of the proposed Special Use Permit (SUP-32552) for a Mini-Storage Facility use.

- **Site Plan**

The site is located adjacent to the south side of Smoke Ranch Road, approximately 1,300 feet east of Buffalo Drive. The subject property is a flag lot, which is defined by Title 19.20 as a lot having access or an easement to a public or private street by a narrow, private right-of-way. The site plan indicates that four proposed buildings will be located on the subject property. A two-story office and manager residence, measuring 2,463 square feet in size, will be located at the northern area of the subject property, while a single-story storage building, Building A, measuring 13,270 square feet in size is proposed adjacent to the east and north side of the site. Both of these buildings lie within the narrowest portion of subject property, which measures only 60 feet in width.

The third building proposed for the subject property, Building B, is a single-story storage building measuring 13,046 square feet and is located adjacent to the south perimeter of the subject property. The fourth proposed building, Building C, is a two-story storage building measuring 70,770 square feet in size and will be located at the center of the subject property. All of the proposed buildings onsite meet Title 19.08.060 requirements for Residential Adjacency Standards.

Building A and Building B require approval of a Variance to be placed on the site as depicted in the site plan. Building A is sited with a one-foot setback from the west and north property line where 10 feet is required while Building B is sited with a one-foot setback from the south property line where 25 feet is required and a five-foot setback from the east property line where 10 feet is required. Staff notes that the site plan submitted by the applicant is inaccurate as the east perimeter setback of Building B is listed on the plans as 15 feet from the property line. The applicant has incorrectly included APN 138-22-199-005, which is a 10-foot wide trail corridor, as part of the eastern portion of the subject property. The actual setback for Building B, subtracting the 10-foot wide trail corridor shown on the site plan, is five feet from APN 138-22-199-005.

The applicant has submitted a Variance (VAR-32553) to allow the reduced setback configuration. There is an existing wall along the north and west perimeters of the site, and with the Variance requested, this application, if approved, would create a one-foot wide 'no-man's land' between the existing wall and the proposed buildings which can pose a risk to the public health and safety, as these areas pose threats to humans, pets, and provide uncontrollable insect and wildlife havens. The applicant is proposing to provide a reinforced concrete cap between the building and the existing wall which will not increase the load on the wall.

Additionally, the applicant has also requested within the Variance to allow a lot coverage of 59% where 30% is the maximum permitted. This 59% lot coverage, combined with the proposed hardscape areas, equates to 101,184 square feet of the 105,850 square-foot lot being covered in building or hardscape area, leaving 4,666 square feet of the property devoted to landscape. By placing buildings or hardscape on 95.5% of the subject site, the applicant will create a harsh environment that is unpleasant for outdoor activity, create additional water runoff for the flood control facilities and will unnecessarily contribute to the heat island effect.

Access to the site is provided via a single 32-foot wide driveway fronting Smoke Ranch Road. A total of 21 parking spaces are provided where 18 are required, including one handicapped van accessible space. The applicant has provided two covered and four uncovered parking spaces on the exterior of the security fence where Title 19.04 requires five, and placed the remaining 15 parking spaces interspersed throughout the proposed Mini-Storage Facility. Staff notes that of the 15 internally located parking spaces, 12 spaces, or 72%, are parallel parking spaces measuring eight feet in width, where Title 19.10.010(J)(2) permits a maximum of 30% of parking spaces to be eight feet in width, with the remainder consisting of a width of nine feet or greater. A condition has been added requiring parking space dimensions to comply with the requirements of Title 19.10.010(J)(2).

- **Multi Use Transportation Trail**

The subject property is located adjacent to a Multi-Use Transportation Trail which runs along the eastern perimeter of the site. The Multi-Use Transportation Trail is located within two parcels, one measuring 15 feet in width by 245 feet in length, the second measuring 10 feet in width by 375 feet in length. The trail is currently paved in asphalt and built out to 10 feet in width. Immediately adjacent to the east of the Multi-Use Transportation Trail is a concrete drainage channel. Per the Master Plan Transportation Trails Element, Multi-Use Transportation Trails are to be ten feet in width and shall be located between two irrigated landscaped corridors, totaling ten feet in width, for an overall trail and landscape area width of 20 feet. Variations to the location of the path within the trail may be necessary to allow for problems with drainage or physical features. The landscape corridors are to be planted with trees spaced 20 feet on center on one or both sides of the path and are to contain lighting with no less than one light for each 150 feet.

As the Multi-Use Transportation Trail has been built out to it's required width of ten feet and is located with a concrete drainage channel immediately adjacent to the east side of the trail, the applicant is required to provide trail corridor landscape and lighting per the Master Plan Transportation Trails Element. This entails ten feet of landscape area, trees 20 feet on center, and the provision of one light for each 150 feet. The plans submitted do not indicate any trees, shrubs, lighting or 10-foot wide landscape areas adjacent to the trail and do not reflect conformance to the Master Plan Transportation Trails Element. The requirements of the Master Plan Transportation Trails Element cannot be Waived unless the applicant submits a General Plan Amendment to amend the Master Plan Transportation Trails Element to allow for landscape reductions. A condition has been added requiring the applicant to provide a 10-foot wide landscape corridor with trees spaced 20 feet on center and lighting every 150 feet, per the Master Plan Transportation Trails Element.

- **Landscape Plan**

The landscape plan submitted depicts a narrow 50-foot long landscape buffer adjacent to Smoke Ranch Road and a 10-foot wide buffer adjacent to the single-family homes to the west of the site. The applicant has requested Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeter where eight feet is required. The frontage adjacent to Smoke Ranch Road is heavily landscaped with shrubs and two 15-foot minimum height palm trees. A smaller landscape planter is located adjacent to the east side of the proposed driveway and contains shrubs and two additional 15-foot minimum height palm trees. One 24-inch box tree is provided for each of the four uncovered parking spaces on the exterior of the security fence, meeting the parking lot landscape requirements.

The western edge of the site, adjacent to the existing single-family residences, will contain a ten-foot wide landscape buffer with 24-inch box trees spaced 20 feet on center, and provide 17 Cat's Claw vines which will be placed against the west face of Building A and Building B. This proposed landscape buffer will measure approximately 244 feet in length and feature only one 27-foot wide access point at the center of the 10-foot wide buffer. As this buffer will be surrounded by existing walls and the proposed building, staff is concerned that this area will attract nuisance debris and create a dead-end zone which will endanger the public.

The remainder of the site is devoid of landscape material, covered in asphalt, concrete, or buildings. The lack of required landscape and Waivers requested are in direct conflict with the recently adopted Urban Forestry Initiative. The City of Las Vegas adopted an Urban Forestry Initiative on May 7, 2008 guided by the Conservation Element of the 2020 Master Plan. The intent of this resolution is to contribute to the City's long-term sustainability, as trees clean the air, improve stormwater management, conserve energy, improve public health and increase property values. Additionally, the City has identified strategic priorities to create, integrate and manage orderly and sustainable development and growth in the community, to support and encourage sustainability, livability, and pride in the City's neighborhoods and to promote healthy lifestyles for all segments of the

community. As the subject property borders two heavily utilized public facilities, a City park and a Multi-Use Transportation Trail, staff finds that the long-term benefit of placing additional landscape around the buildings, especially on those areas visible from bordering public open space, will have a long lasting impact and give greater emphasis to the Urban Forestry Initiative.

- **Elevations**

The elevations submitted depict all four buildings proposed for the site. The office/manager building located along the Smoke Ranch Road frontage will be two-stories measuring 26 feet in height. The architecture of the building will be of a modern design, utilizing square and rectangular pop outs, window openings, cutouts and embellishments. The building will be constructed with a stucco finish, contain a flat roof hidden behind a parapet and utilize three exterior color finishes, consisting of white, taupe, and rust. A small glass storefront with a modern themed pergola highlights the customer entry on the first floor of the north and east elevations of the building, while windows for the manager's residence on the second floor help break up the façade. An open two car carport is located on the east elevation of the building along with an inset stairwell that accesses the upstairs residence. The north and south elevations each contain windows and cutouts, while the west elevation contains one window and one cutout, and utilizes horizontal and vertical banding to break up the surface.

The elevations and architecture of Building A and Building B are virtually identical as these two buildings wrap around the east, north, and south perimeters of the subject site. These buildings measure 12.7 feet in height, contain a flat roof concealed by a parapet and will be constructed out of decorative concrete block. The exterior of these buildings, visible from the surrounding properties, will consist of both taupe-colored precision face concrete block and rust colored decorative split face block, which will be arranged in a pattern mimicking pilasters and cornices. No windows will be located on these facades, and no variation or undulating forms in the structure will be utilized. The west façade of Buildings A and B, adjacent to the nearby single-family residences, will provide vines to help soften the appearance of the buildings. The interior elevations of the two buildings

will consist of roll up doors, painted red in color, only broken up by taupe precision face concrete block columns between the doors.

The final building located on the site, Building C, is the largest and will be located near the center of the property. This building will be two stories and 22 feet in height, utilize a low-pitched roof, and be constructed of both concrete block and corrugated metal panels. The first floor of the building will be constructed out of taupe colored precision face concrete block and utilize red colored roll up doors and red colored interior access doors on all four facades of the building. The upper floor of the building will be entirely windowless and constructed out of corrugated metal panels painted taupe in color. A low pitched standing seam metal roof will top the building which will be natural silver in color. The general appearance of Buildings A, B, and C are very stark compared to the modern architecture utilized for the office/manager building. The appearance of this

project, when viewed from the surrounding neighborhood, City park, and Multi-Use Transportation Trail will be that of a very stark, massive walled compound reminiscent of buildings found in heavy industrial or manufacturing areas, not in keeping with the surrounding neighborhood.

- **Floor Plan**

  The floor plans submitted depict the office, second floor manager's unit, Building A, B, and both floors of Building C. The first floor of the office/manager building consists of a small office/reception area with a sales counter, a break room, private office and restroom which combined measure 828 square feet. An open two-car carport and a stairwell to the second floor are located on the south side of the building. The plans submitted label the carport space as garage space. As one of these spaces must be utilized, open and accessible to the public at all times, a condition has been added requiring the applicant to maintain no less than five parking spaces on the exterior of the security gate accessible to the public at all times. The second floor of the office contains a two-bedroom manager's unit. This unit contains a large exterior patio at the southern entry, two bathrooms, a second balcony on the north side of the building, kitchen, dining, living and laundry rooms within 1,120 square feet.

  The floor plans for Building A and Building B will be very similar, each measuring 13,270 and 13,046 square feet, respectively. All storage units will be accessed from the exterior, with the exception of the northeast and southwest corners of Building A and B, which will feature units accessed via two small internal corridors. Building A will feature 57 storage units while Building B will feature 56 storage units. None of the storage units in Building A or B will be climate controlled.

  Building C will feature two floors and measure 70,770 square feet in size and house 533 storage units. The first floor of this building will feature exterior and interior accessed units. Exterior units are accessed from roll up doors while the interior units are accessed from internal hallways. Two elevators along with their associated equipment rooms will be located within the building, near the northeast quadrant and southeast quadrants of the building. Two stairwells will be provided for additional access, located at the northwest and southeast corners of the building. Eight access doors to the internal hallways and stairwells will be provided on the first floor, which will provide access to the second floor. The second floor will feature storage units, internal hallways and will be climate controlled while the first floor will not feature any heating or cooling.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area;"**

The proposed development is not compatible with adjacent development and development in the area as the proposed development is too intense for the subject parcel and not in character with the surrounding land uses. The subject site has been indentified by the existing General Plan for use as O (Office) which entails a low-intensity daytime use. This proposal is too intense and will create a 24-hour use adjacent to single-family residences and a City park.

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;"

The proposed development is not consistent with the General Plan in that the proposed SC (Service Commercial) land use designation is not compatible with the surrounding adjacent land uses. It is not consistent with Title 19 in that the proposed N-S (Neighborhood Service) zoning district will allow uses that are too intense and not compatible with the adjacent residential zoning district. The multiple Variances and Waivers requested of Title 19 standards indicate that the site will be over built. Furthermore, the proposed landscaping is very minimal, does not meet the minimum Title 19 standards, and is not consistent with the Urban Forestry Initiative, which is intended to promote sustainable development within the City of Las Vegas.

3. "Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"

Adequate access to the site is provided by Smoke Ranch Road, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. The planned Mini-Storage Facility use for the subject property will place additional 24-hour vehicular traffic on Smoke Ranch Road.

4. "Building and landscape materials are appropriate for the area and for the City;"

The proposed building and landscape materials are not appropriate for the area and for the City. While the office/manager building utilizes stucco, the remainder of the buildings will be constructed out of concrete block and corrugated metal. Block is acceptable, however the applicant has used the material in such a quantity that the site is overwhelmed by the material. Additionally, the corrugated metal siding of the building is more appropriate for an industrial area, not a facility located adjacent to single-family residences. Staff appreciates the applicant's use of native agaves and Cat's Claw vines in portions of the site; however, the quantity and remainder of the plant material chosen are a confusing mix of olive trees, palms trees, cycads, low growing shrubs and decomposed granite. No strong effort has been made to buffer the proposed development from the surrounding uses through the use of quality, drought-tolerant landscape.

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 building elevations are unsightly and undesirable for the surrounding area. While the design of the office/manager building is creative, modern and interesting, the remaining three buildings on site leave much to be desired. The three storage buildings are stark and windowless, and the entire development will appear fortress-like when viewed from the neighboring single-family residences, City park, and Multi-Use Transportation Trail. The proposed corrugated metal siding of the second floor of Building C will give the development the appearance of buildings found in older industrial areas of the City and will not blend in well with the clean, well-landscaped surrounding area.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

   The proposed plan will not impact public health, safety or welfare since the development will be subject to the International Building Code and City inspections during construction.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

ASSEMBLY DISTRICT 37

SENATE DISTRICT 6

NOTICES MAILED 209 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-32555** APN: 138-22-103-004

Name of Property Owner: Smoke Ranch Development LLC

Name of Applicant: Smoke Ranch Development LLC

Name of Representative: Smoke Ranch Development LLC attention: James

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 x _____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Haskel Iny

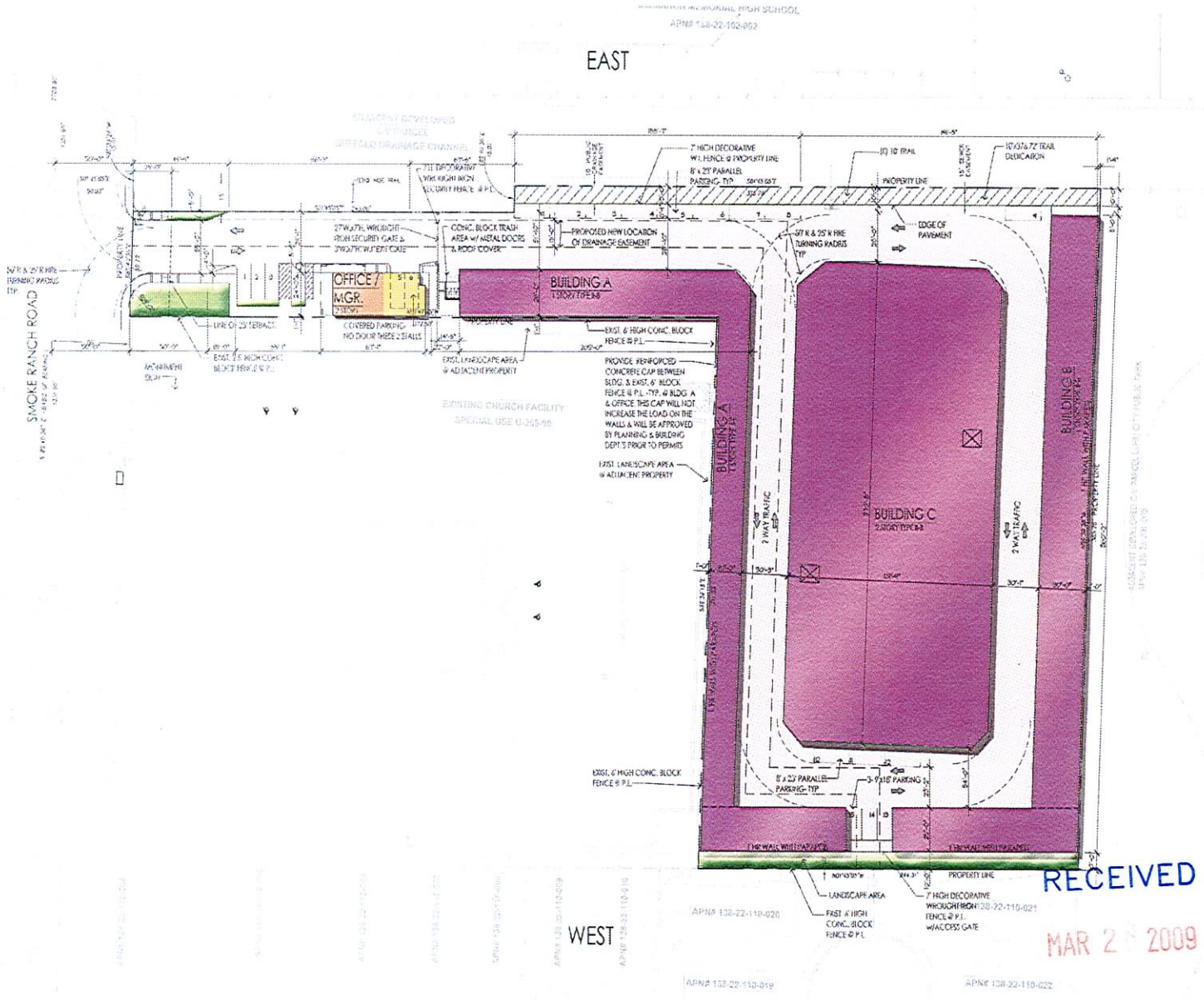
Subscribed and sworn before me

This 9th day of December, 2008

Jennifer L. Roberts

Notary Public in and for said County and State

JENNIFER L. ROBERTS
Notary Public State of Nevada
No. 97-4318-1
My appt. exp. Sept. 23, 2009



OWNER / DEVELOPER

GREAT AMERICAN CAPITAL
8350 W. SAHARA AVE. #210
LAS VEGAS, NV 89117
CONTACT: JENNIFER ROBERTS
PHONE: 702/ 253-5751
FAX: 702/ 360-3594

ARCHITECT

ARIEL L. VALLI ARCHITECT
81 COLUMBIA, SUITE 220
ALISO VIEJO, CA 92656
CONTACT: MARK LENNARD
PHONE: 949/ 349-1727
FAX: 949/ 349-1728
E-MAIL: MARK@VALLIARCH.COM

GENERAL INFORMATION

GENERAL PLAN:	OFFICE
ZONING:	U (O)
FUTURE LAND USE DESIGNATION:	HS
SPECIAL DISTRICTS / ZONES:	NONE
OFF-PREMISE SIGNAGE:	NONE
PREVIOUS CASES:	SDR-10765
BUILDING PERMIT HISTORY:	NONE
BUSINESS LICENSE HISTORY:	NONE
HISTORIC BUILDING:	N/A

PROJECT DATA

SITE PLAN AREA	105,850	SQ. FT.
	(2.43)	AC.
A.P.N.:	138-22-110-004	
F.A.R.	0.93	

BUILDINGS

BUILDING 'A'	12,673	SQ. FT.
BUILDING 'B'	13,029	SQ. FT.
BUILDING 'C' (2 story)	70,370	SQ. FT.
TOTAL STORAGE	96,072	SQ. FT.

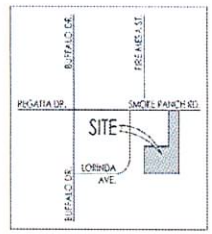
OFFICE	808	SQ. FT.
COVERED PARKING	515	SQ. FT.
MGR. APARTMENT	1,126	SQ. FT.
TOTAL OFFICE/MGR.	2,462	SQ. FT.
TOTAL PROJECT	98,935	SQ. FT.

PARKING

STORAGE	1/50 UNITS	
	646 UNITS/50 UNITS =13	
REQUIRED	13	PKG.
PROVIDED	15	PKG.
APARTMENT		
REQUIRED	2	PKG.
PROVIDED	2	PKG.
OFFICE		
REQUIRED	3	PKG. (5 MIN.)
PROVIDED	6	PKG.
TOTAL PARKING PROVIDED	21	PKG.

AREAS

BUILDING FOOTPRINT	42,465	SQ. FT.	(39.01%)
LANDSCAPED AREA	2,931	SQ. FT.	(02.77%)
HARDSCAPED AREA	57,687	SQ. FT.	(53.72%)
TRAIL DEDICATION	3,767	SQ. FT.	(03.56%)
SITE AREA	105,850	SQ. FT.	(100.00%)



VICINITY MAP

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

GPA-32550 ZON-32551
VAR-32553 SUP-32552
SDR-32555 04/09/09 PC
REVISED

SITE PLAN

08-330.03.24.09

SCALE: 1" = 30'-0"

11.25.08
12.03.08
12.08.08
12.24.08
03.16.09

NORTH

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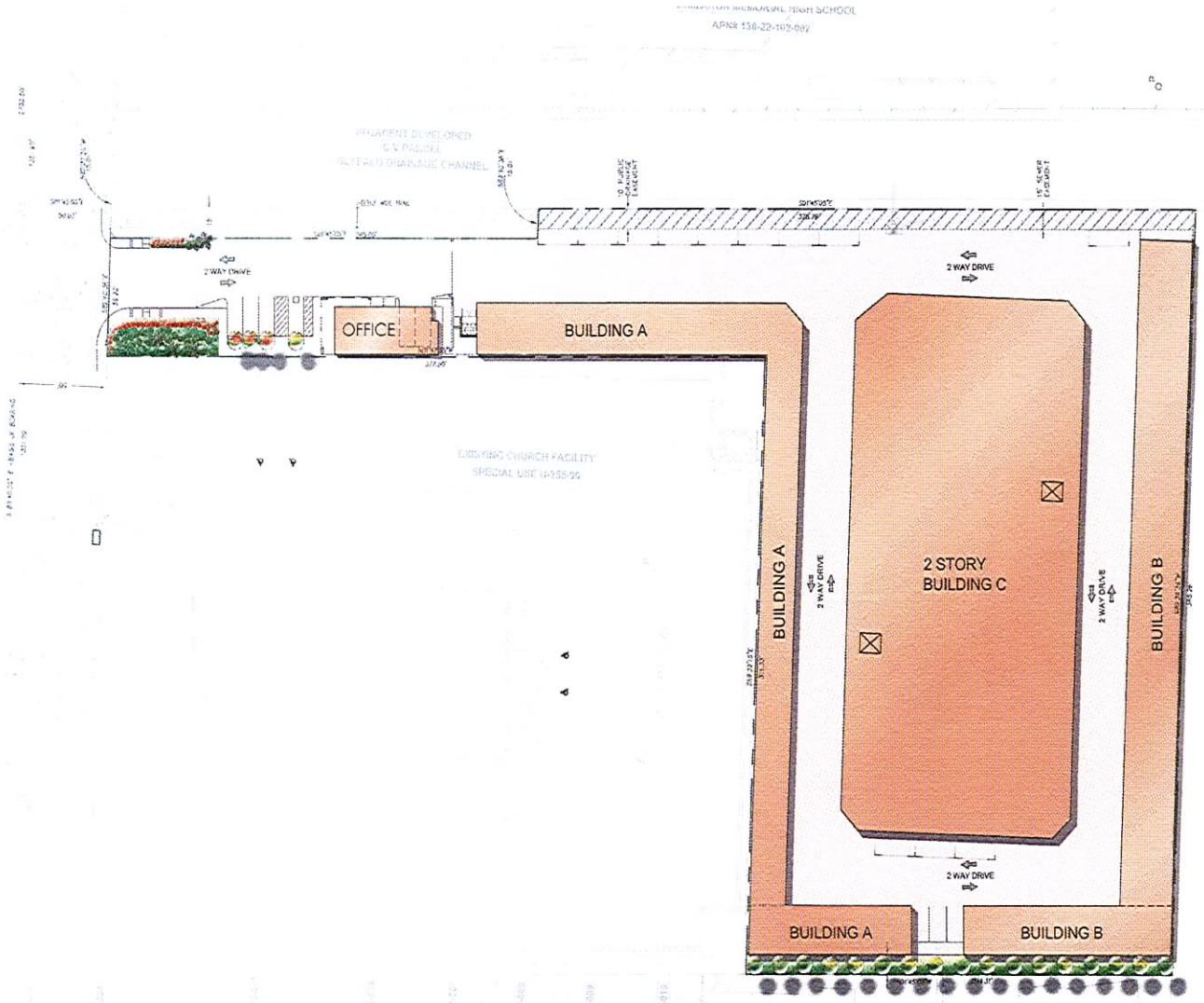

	BOTANICAL NAME	WATER USE
	OLEA EUROPAEA SWAN HILL [24" BOX, MULTI TRUNK]	LOW
	WASHINGTONIA FILIFERA [TRUNK TO BE 15' HIGH MIN.]	LOW
	CICA REVOLUTA [24" BOX]	
	BRONZE LEAVES PHORMIUM TENAX [24" BOX]	LOW
SC	SILVER SAGE [24" BOX]	LOW
PC	PENNISETUM SETASEUM [24" BOX]	LOW
	AGAVE PALMERI [12" BOX]	LOW
	CATSLAW CREEPING VINES [24" BOX]	LOW

GROUND COVERS

SYMBOL

LIGHT TAN DECOMPOSED GRANITE MULCH LAYER, 2" DEEP MINIMUM 3/8"- W/ BINDER @ 15#/TON, WETTED AND ROLLED SMOOTH

LANDSCAPE NOTES

1. CONTRACTOR SHALL NOTIFY DIG ALERT, 48 HOURS BEFORE COMMENCING ANY WORK.
2. AN AGRONOMIC SOIL REPORT SHALL BE DELIVERED TO LAND PERSPECTIVE, PRIOR TO COMMENCING WITH THE LANDSCAPE INSTALLATION, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSTS.
3. ALL TREES WITHIN 5' OF CONCRETE, PAVING, MASONRY OR FOUNDATIONS, SHALL BE IN DEEP ROOT CONTAINERS.

RECEIVED

MAR 2 [illegible] 2009

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

GPA-32550 ZON-32551
VAR-32553 SUP-32552
SDR-32555 04/09/09 PC
REVISED

LANDSCAPE PLAN

SCALE: 1" = 30'-0"

08-330 03.16.09
09.09.08
10.03.08
11.05.08
11.13.08
11.25.08
12.03.08

NORTH

0 30

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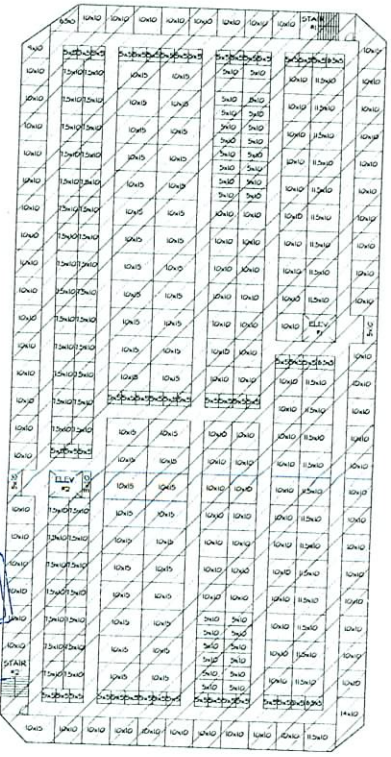
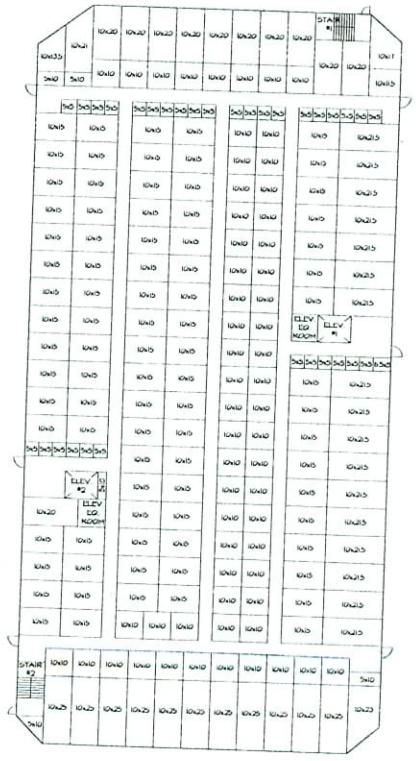
AUSO VIEJO, CA 92656 FAX: (949) 349-1778



BLDG. A



BLDG. C - 2ND FLOOR



BLDG. C - 1ST FLOOR

BLDG. B

RECEIVED
DEC 09 2008

CLIMATE CONTROLLED UNITS

UNITMIX TABULATION			
UNIT SIZE	UNIT (SF)	QTY	TOTAL (SF)
5 x 5	25	36	900
5 x 5	25	48	1200
3 x 10	30	1	30
3 x 10	30	1	30
6.5 x 5	32.5	1	32.5
5 x 10	50	14	700
5 x 10	50	32	1600
6.5 x 10	65	4	260
7.5 x 10	75	42	3150
9 x 10	90	1	90
10 x 10	100	61	6100
10 x 10	100	110	11000
10 x 11.5	115	1	115
10 x 11.5	115	22	2530
10 x 13.5	135	1	135
10 x 15	150	85	12750
10 x 15	150	46	6900
10 x 14	140	1	140
10 x 17	170	1	170
10 x 20	200	38	7600
10 x 21	210	2	420
10 x 21.5	215	17	3655
10 x 23	230	1	230
10 x 25	250	27	6750
10 x 26	260	21	5460
12 x 25	300	1	300
10 x 30	300	31	9300
TOTALS		646	81 548
AVERAGE UNIT (SQ. FT.)			126.2
GROSS TOTAL AREA			97 086
EFFICIENCY			84%

BLDG NAME	BLDG USE	BLDG AREA (S.F.)	MAX OCCUPANT (INCL. 1/2 OF ADJACENT CORRIDOR)
A	STORAGE-S1	13,270 / 300 =	45
B	STORAGE-S1	13,046 / 300 =	44
C (1 Story)	STORAGE-S1	70,770 / 300 =	236

SDR-32555

01/22/09 PC

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ALISO VIEJO CA 92656 FAX 949 349 1778

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

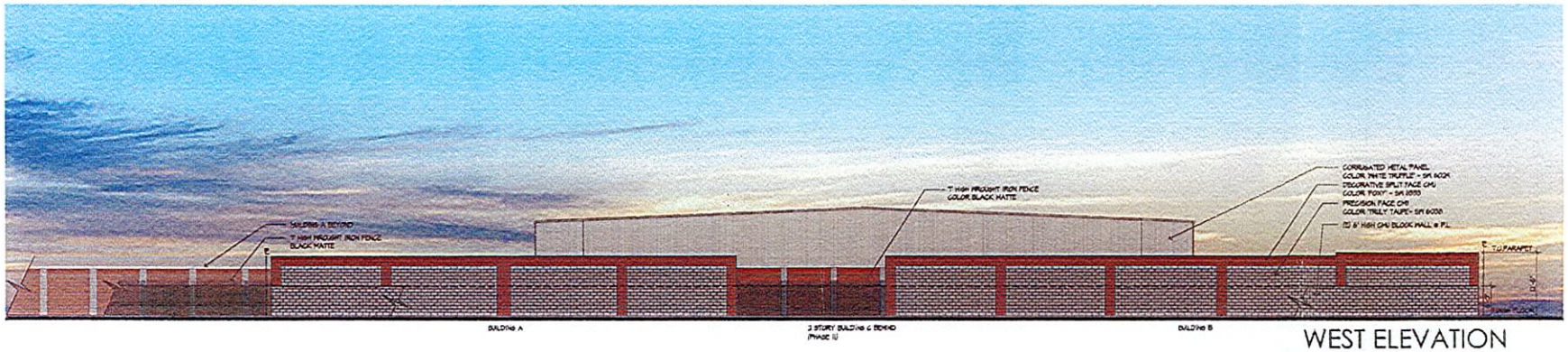
FLOOR PLAN - UNIT MIX

SCALE 1" = 20'-0"

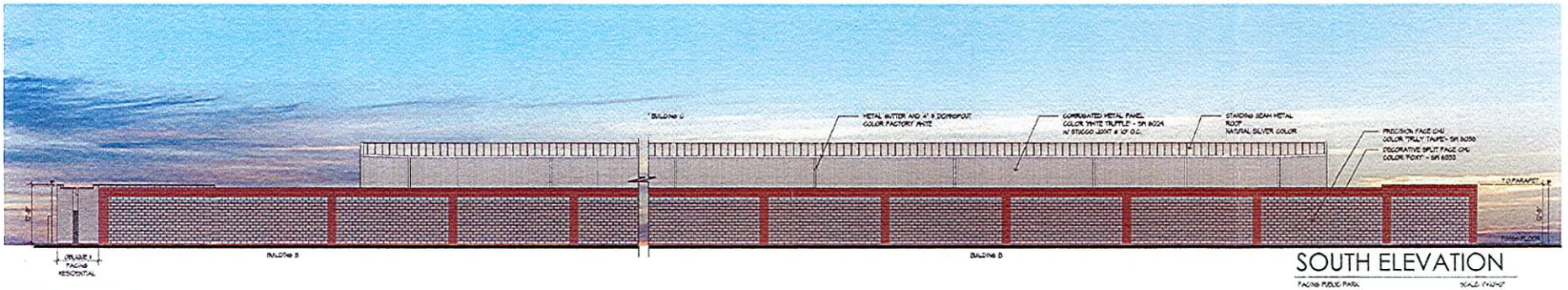
08.30.12 08.08
09.02.08
10.03.08
11.06.08

NORTH

0 10 20

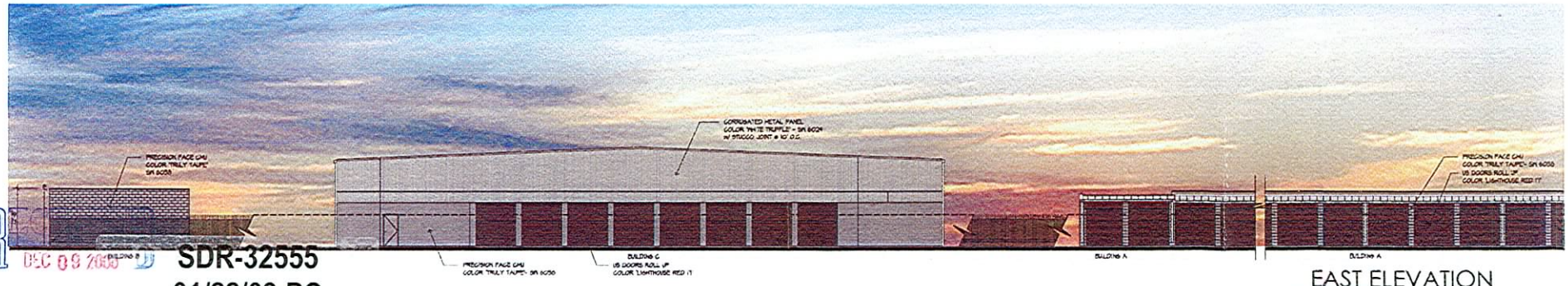


WEST ELEVATION



SOUTH ELEVATION

FACING PUBLIC PARK



EAST ELEVATION

FACING DRAINAGE CHANNEL

DEC 08 2008

SDR-32555

01/22/09 PC

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

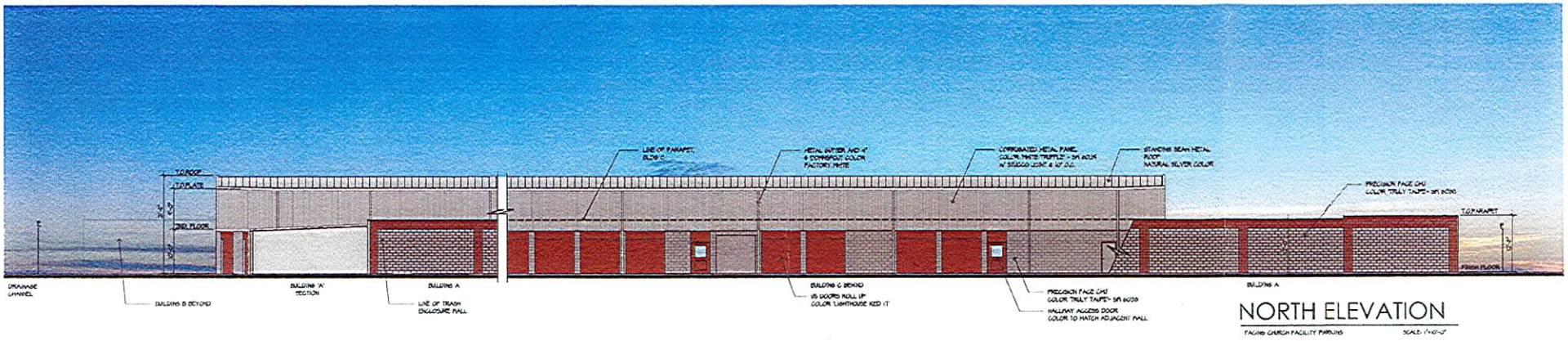
ELEVATIONS

SCALE: 1" = 10'-0"

05-330.12.06.06
09.02.08
10.03.08
11.06.08

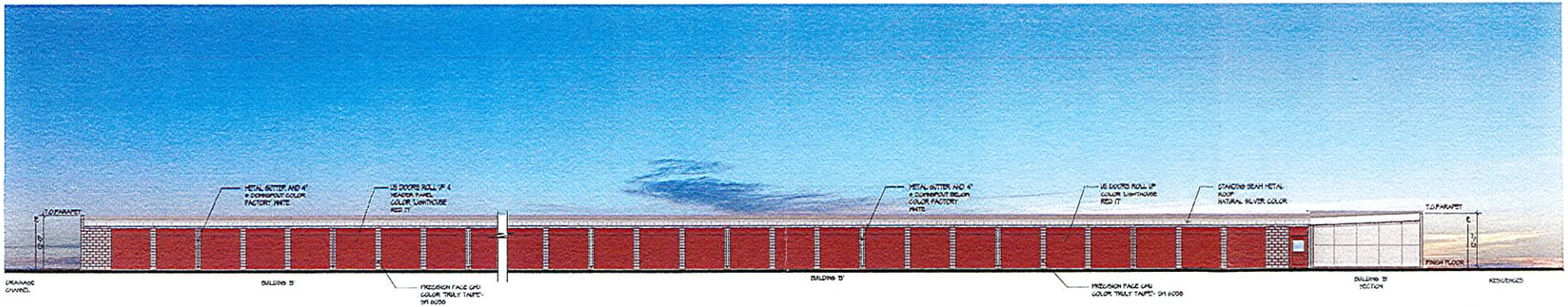
0' 5' 10'

ARIEL L. VALLI ARCHITECT
81 COLUMBIA, SUITE 200 PH: 949/ 349-1772
ALISO VIEJO, CA 92656 FAX: 949/ 349-1778



NORTH ELEVATION

FACING CHURCH FACILITY PARKING SCALE: 1"=10'-0"



INTERIOR NORTH ELEVATION

SCALE: 1"=10'-0"

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DEC 09 2008

SDR-32555
01/22/09 PC

SMOKE RANCH SELF STORAGE

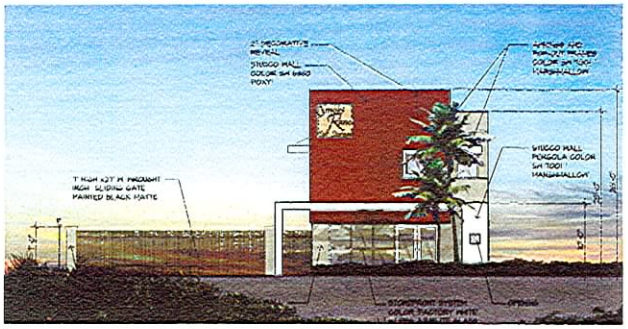
LAS VEGAS, NV

ELEVATIONS

SCALE: 1" = 10'-0"

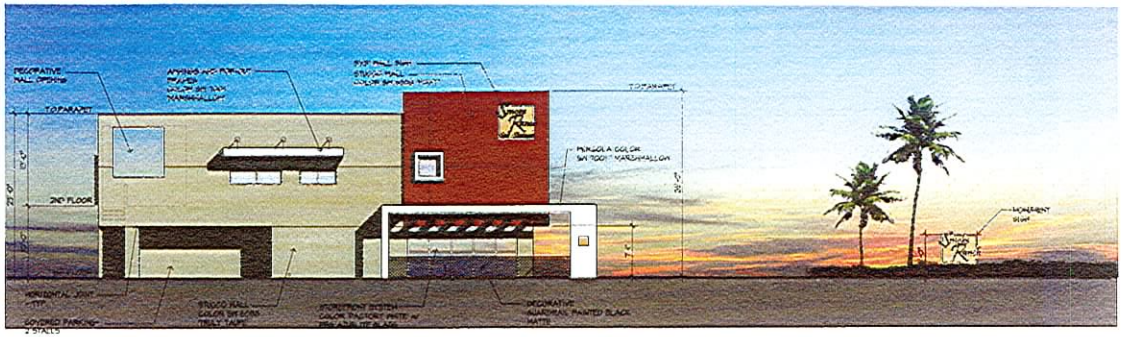
09-330 11.06.08
09.02.08
10.03.08

ARIEL L. VALLI ARCHITECT
81 COLUMBIA, Suite 200 PH. 949/ 349-1777
ALISO VIEJO, CA 92656 FAX 949/ 349-1778



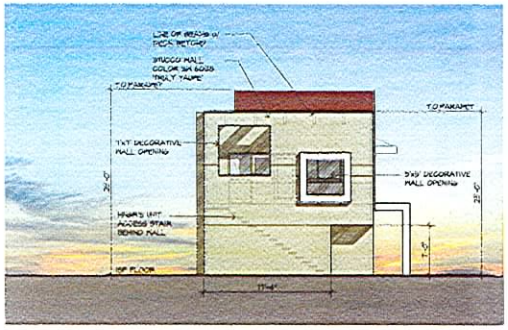
NORTH ELEVATION

SCALE: 1/8"=1'-0"



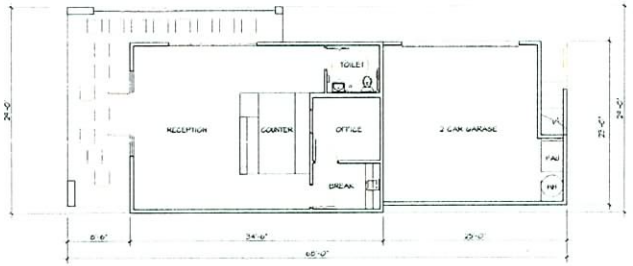
EAST ELEVATION

SCALE: 1/8"=1'-0"



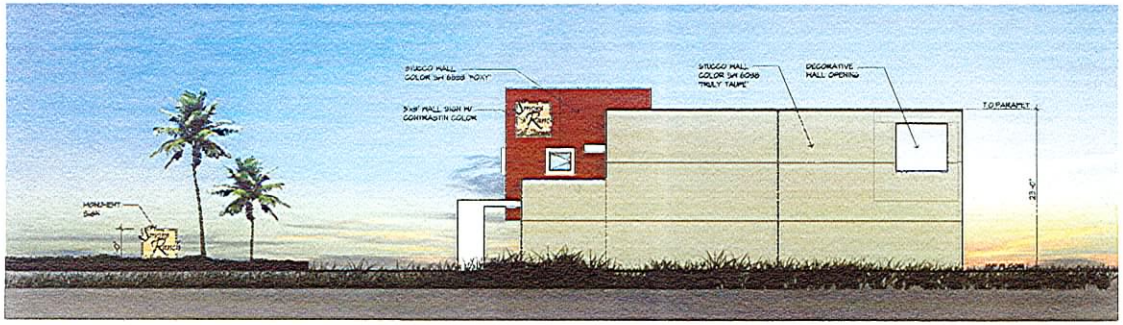
SOUTH ELEVATION

SCALE: 1/8"=1'-0"



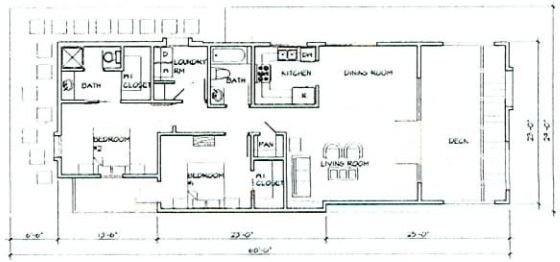
OFFICE

SCALE: 1/8"=1'-0"



WEST ELEVATION

SCALE: 1/8"=1'-0"



MANAGER'S UNIT

SCALE: 1/8"=1'-0"

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

OFFICE AND MGR'S UNIT PLAN

SCALE 1" = 30'-0"

08.330.10.03.08

09.02.08

NORTH

0 30

ARIEL L. VALLI ARCHITECT

81 COLUMBIA SUITE 200 PH 949/349-1777

ALISO VEJO CA 92656 FAX 949/349-1778

5

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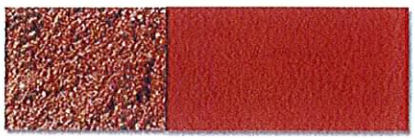
DEC 29 2008

SDR-32555
REVISED
01/22/09 PC

RECEIVED
DEC 09 2008



STUCCO FINISH
SHERWIN WILLIAMS PAINT
SW 6029 'WHITE TRUFFLE'



SPLIT FACE CMU &
ACCENT STUCCO
SHERWIN WILLIAMS PAINT
SW 6333 'FOXY'



ACCENT & TRIM, GUTTERS
& DOWNSPOUTS
SHERWIN WILLIAMS PAINT
SW 7001 ' MARSHMELLOW'



PRECISION BLOCK
SHERWIN WILLIAMS PAINT
SW 6038 'TRULY TAUPE'



ACCENT COLOR @ OFFICE
& SIGNAGE COLOR
SHERWIN WILLIAMS PAINT
SW 6359 'SOCIABLE'



METAL ROLL UP DOORS
US DOOR 'LIGHTHOUSE RED'

COLOR AND MATERIALS

SMOKE RANCH SELF STORAGE

LAS VEGAS, NV

DEC 08, 08

08.330

SDR-32555
01/22/09 PC

SDR 32555

Smoke Ranch Dev., LLC

South side of Smoke Ranch Rd., 1300' East of Buffalo Dr.

Proposed 99.5 thousand square foot mini-storage facility.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MINI-WAREHOUSE [1000 SF]	99.5	2.50	249
AM Peak Hour			0.15	15
PM Peak Hour			0.26	26
(heaviest 60 minutes)				

Existing traffic on all nearby streets:

Smoke Ranch Rd.	
Average Daily Traffic (ADT)	17,477
PM Peak Hour	1,398
(heaviest 60 minutes)	

Buffalo Dr.	
Average Daily Traffic (ADT)	29,138
PM Peak Hour	2,331
(heaviest 60 minutes)	

Tenaya Way	
Average Daily Traffic (ADT)	26,285
PM Peak Hour	2,103
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Smoke Ranch Rd.	32775
Buffalo Dr.	49210
Tenaya Way	32775

This project will add approximately 249 trips per day on Smoke Ranch Rd., Buffalo Dr., and Tenaya Way. This will increase expected volumes by about 1 percent on all of these streets. Currently Smoke Ranch is at about 53 percent of capacity, Buffalo is at about 59 percent of capacity, and Tenaya is at about 80 percent of capacity.

Based on Peak Hour use, this development will add roughly 26 additional cars into the area; which works out to about 1 every 2 minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-32555 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



SDR-32555 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08



SDR-32555 – APPLICANT/OWNER: SMOKE RANCH DEVELOPMENT, LLC
SOUTH SIDE OF SMOKE RANCH ROAD, APPROXIMATELY 1,300 FEET EAST OF BUFFALO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

12/17/08

December 8, 2008

City of Las Vegas Planning Dept.
731 S. Fourth Street
Las Vegas, NV 98101

Re: **Smoke Ranch Self Storage**
APN 138-22-103-004
Request for Site Development Review storage use in Neighborhood Service (N-S) Letter of Justification

Existing adjacent zones and uses:

North	C-PB	Commercial offices and professional offices (north side of Smoke Ranch Road)
East	C-V	Buffalo Drainage Channel and Cimmaron Memorial High School (baseball and tennis courts)
South	U(O)	City Public park
West	CIR	Single family residential &
	U(ML)	Church Facility with Special Use U-255-90

The proposed use of a storage facility located in this area conforms with the intended Neighborhood Service zoning by providing a service commonly used in residential and light industrial / research uses. The adjacent uses on the south side of Smoke Ranch Road are definitely of a neighborhood nature and scale with the residential properties on the western side of the site, the school on the eastern side, the multi-tenant commercial and office uses on the north side of Smoke Ranch Road and the public park to the south.

The proposed storage facility would conform with the intended development scale and nature of the existing zone for neighborhood scaled uses. Storage facilities are low impact, low traffic, low noise and low activity type uses. As such, it would be an excellent buffer between the street noise and its activities for the park users and the residential uses. The total project building area is 99,551 square feet on a 2.43 acre site. The facility is comprised of 2-1 story storage buildings located around the perimeter of the southern portion of the property, a 2 story building in the center of the 1 story perimeter buildings and a 2 story Office building with a 2 car garage on the first floor with the resident managers apartment on the second floor. The perimeter buildings would shield the surrounding properties from noise or light and glare as the security lighting is mounted at approximately 8'-6" in height on the first floor of all buildings and faces interior driveways. All lights are the shielded type to guard against off-site light spillage. The two story storage building would be approximately 22' high and would be screened by the perimeter storage buildings. The site development would not be detrimental to the existing uses and would provide a low impact on noise, activity and traffic especially in comparison with an office type use.

This request would be in conformance with the overall character and scale of the existing adjacent parcels as indicated above. The granting of this request would be in conformance with the existing uses, would not be detrimental to nor impact the adjacent properties or their use.

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DEC 09 2008

SDR-32555
01/22/09 PC

December 29, 2008

City of Las Vegas Planning Dept.
731 S. Fourth Street
Las Vegas, NV 98101

Re: **Smoke Ranch Self Storage**
APN 138-22-103-004
Request for Waiver of Perimeter Landscape Setbacks Letter of Justification

Request to allow a Waiver to allow a zero-foot landscape buffer along the east, south, north and a portion of the west perimeters where eight feet is required.

The perimeter landscape waiver request is based upon the site configuration and the existing adjacent uses. The northern portion of the site at the street is only 59.22 feet wide and this width continues southerly for 245 feet. With the standard landscape requirements this narrow site width would not allow for the Office building needed for site security and a limited amount of street exposure necessary for the facility's identification to the public. The north side of the property adjacent to the existing church facility reflects the existing conditions of this property's installed landscape area and the condition that any landscaping installed on the subject property faces a parking lot at the rear of the church's property. The church property also has an existing 6 foot high concrete block fence along their property line which restricts the view of any landscaping which would have been installed along this area of the site. The granting of the request would not be detrimental to the parking lot users as landscaping does exist currently and any additional landscaping would not be readily visible from the street or add significantly to this area.
The waiver request for the southern side would not be impact the existing adjacent landscaped park as the 25 setback would not be a significant addition to the park area or features. The landscape setback generally serves as a buffer between uses with structures and more active uses. Since the park already serves as this buffer, the granting of the waiver would not be detrimental to users or have an impact on them.
The east side is again restricted by the narrow lot width beginning at the street and proceeding southerly for 245 feet. The site does widen beyond this distance but at this point a 10 foot wide drainage easement and a 15 foot sewer easement begin and continue to the southern property line. A gravel ground cover could be provided along these two easements at this wider southernly section of the property. As this eastern side of the property abutts the Buffalo Drainage Channel, the deletion of the landscape border along the narrow portion of site should not adversely impact the adjacent users.

The west side waiver is requested due to the 59.22 foot site width for 377.50 feet from the street southerly to the south property line of the adjacent church facility parking lot. This lot is landscaped and bordered on this joint property line by an existing 6 foot high concrete block fence. The proposed landscape area in this portion of the site is limited to the site drive entry which allows some landscaping on the northwestern corner of the site. The loss of landscape buffer is this portion would not be detrimental to the adjacent property since this property already has landscaping and the existing concrete block fence would screen the view of the project site from the adjacent properties. The southwest portion of the site adjacent to the residential uses has a 10 foot landscape setback although this area also has an existing 6 foot high concrete block fence between the properties. It is proposed to mitigate the deletion of the landscape buffer by providing an espalier effect on the south side of building B, the western side of Buildings A & B through the introduction of a climbing or espalier vine such as creeping fig, catsclaw or other vine with similar characteristics that would soften the building.

The granting of this request would not be detrimental to nor have impact upon the adjacent properties or their use.

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DEC 29 2008

SDR-32555
SUPPLEMENTAL
01/22/09 PC

2009 APR 28 P 1:53

RECEIVED
CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

LAS VEGAS NV 890
25 APR 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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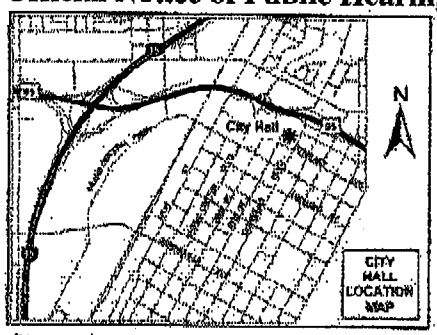
02 1M $ 00.39
0004239954 APR 24 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-32555

City Council Meeting of 5/6/2009

SANDRO LEOPOLDO & EDITA N
7442 SUNDOWN GLEN AVE
LAS VEGAS NV 89113-6605

APN#13822110007

89113$6605 C035

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

LAS VEGAS NV 890
25 APR 2009
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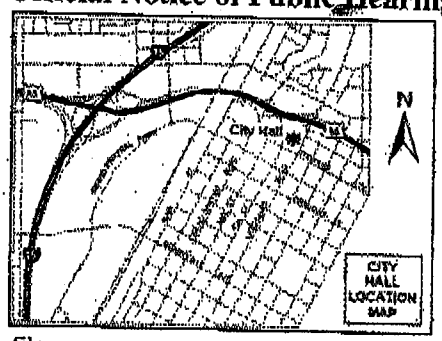
MAILED FROM ZIP CODE 89101

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.

SDR-32555
City Council Meeting of 5/6/2009

SANDRO LEOPOLDO & EDITA
7442 SUNDOWN GLEN AVE
LAS VEGAS NV 89113-6605

APN#13822110043

89113$6505 C035

2009 APR 28 P 1:53

CITY CLERK

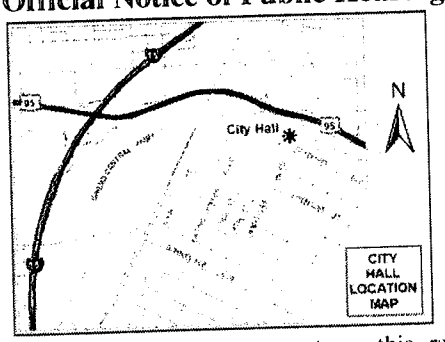
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 JAN 09 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 16 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-32555

13815410047
OLIENA L L C
5421 IRISH SPRING ST
LAS VEGAS NV 89149-2005

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-32555
Planning Commission Meeting of 1/22/2009

Submitted after final agenda

Date 1-22-09 Item 40

40A

City of Las Vegas Agenda Item No.: **108.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

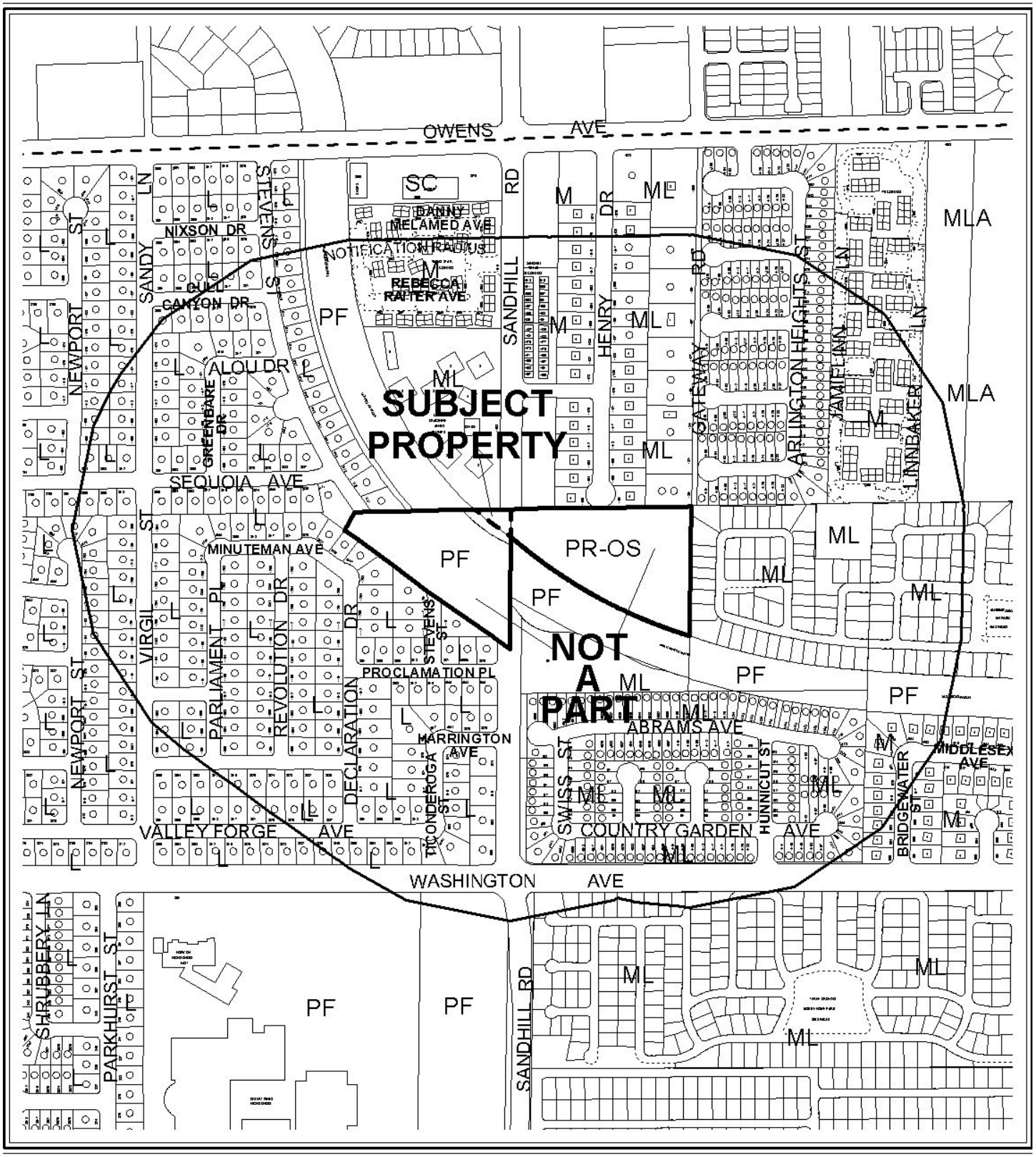
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-33478 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to amend a portion of the Southeast Sector Plan of the General Plan FROM: ML (MEDIUM LOW DENSITY RESIDENTIAL) TO: PR-OS (PARKS/RECREATION/OPEN SPACE) on 0.16 acres located north of the Las Vegas Wash at the southwest end of Sandhill Road (APN 140-30-296-001) Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 23



0 500 1000 Feet

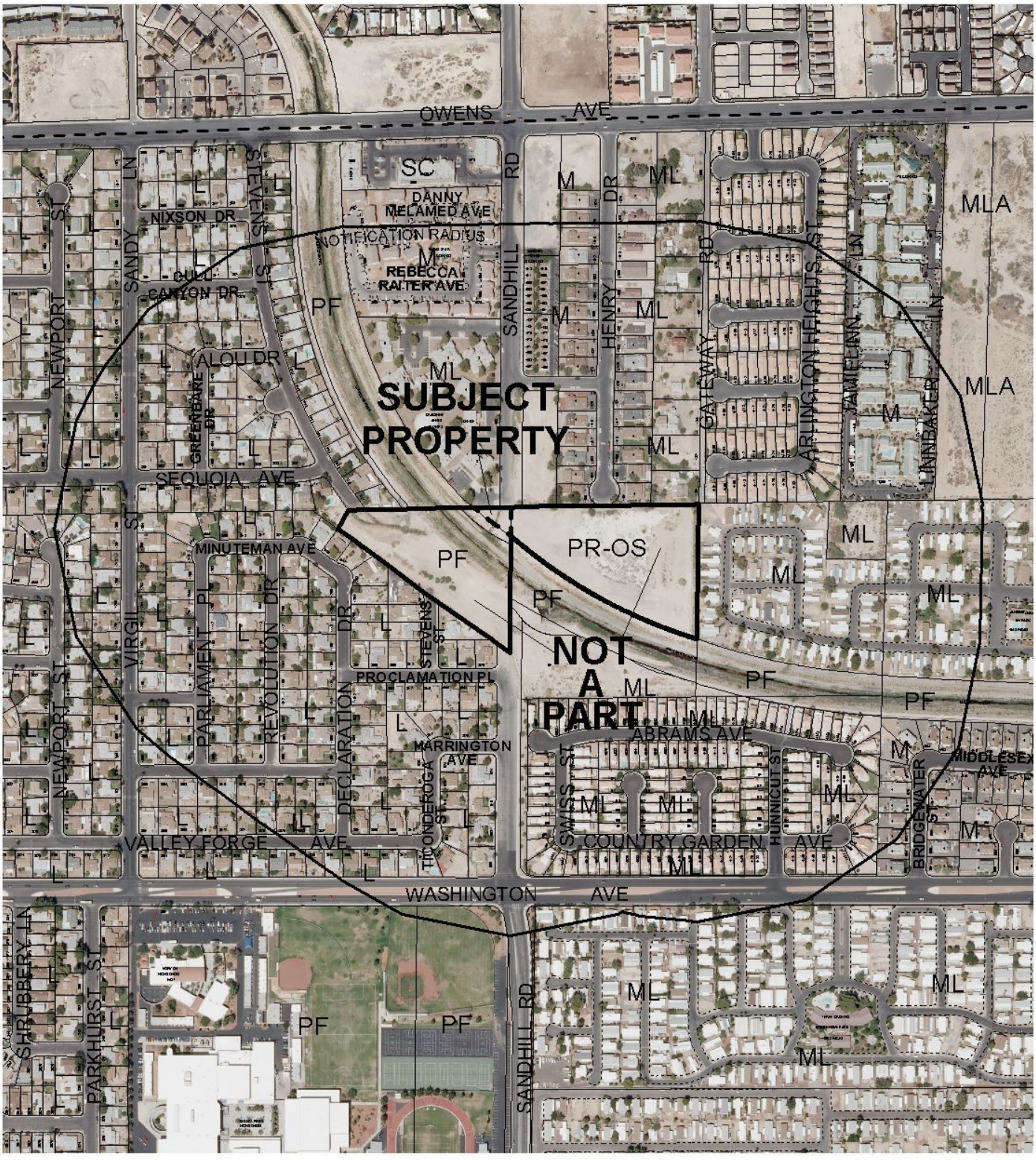
CASE: **GPA-33478**

RADIUS: 1000 FT

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
ML (MEDIUM LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
PR-OS (PARKS/RECREATION/OPEN SPACE)

N



CASE: **GPA-33478**

RADIUS: 1000 FT

0 500 1000 Feet

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
ML (MEDIUM LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:
PR-OS (PARKS/RECREATION/OPEN SPACE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-33478 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a General Plan Amendment to change the General Plan designation from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space) on 0.16 acres located north of the Las Vegas Wash at the southwest end of Sandhill Road. The subject site is a portion of a larger proposed city park, and the applicant has also submitted requests for a Rezoning (ZON-33479) to C-V (Civic) of a portion of the park site that is currently right-of-way, a Waiver (WVR-33480) of the Title 18.12.130 requirement to allow public streets to not terminate in a cul-de-sac, and a Site Development Plan Review (SDR-33481) for a proposed city park. Staff is recommending approval of this request as the proposed PR-OS (Parks/Recreation/Open Space) General Plan designation is appropriate for the development of the site as a city park, and is compatible with the surrounding residential land uses.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/07/08	The City Council approved requests for a General Plan Amendment (GPA-27207) from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space) and a Rezoning (ZON-27211) from R-E (Residence Estates) to C-V (Civic) on 4.91 acres located on the east side of Sandhill Road, adjacent to the north side of the Las Vegas Wash. Planning Commission and staff recommended approval.
04/09/09	The Planning Commission recommended approval of companion items ZON-33479, WVR-33480 and SDR-33481 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #23/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
02/03/09	A pre-application meeting was held to discuss the application requirements for a city park, including a General Plan Amendment, Rezoning, Waiver of Title 18 standards and Site Development Plan Review.

Neighborhood Meeting	
03/03/09	A neighborhood meeting was held from 6:00 to 6:30 pm at the Rafael Rivera Community Center, Room A, located at 2900 Stewart Ave, Las Vegas, Nevada 89101. There were four representatives for the applicant and one staff member from the Planning and Development Department in attendance. No members of

	the general public attended.

Field Check	
03/05/09	A field check was conducted by staff. The subject site is vacant and undeveloped land on either side of the Las Vegas Wash. The site was generally clean, but there was some graffiti located on the perimeter walls along the wash.

Details of Application Request	
Site Area	
Gross Acres	0.16 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	ROW (Las Vegas Wash)	ML (Medium Low Density Residential)	ROW (Las Vegas Wash)
North	Apartments	ML (Medium Low Density Residential)	R-PD11 (Residential Planned Development - 11 Units per Acre)
South	ROW (Las Vegas Wash)	ROW - PF (Public Facilities)	ROW (Las Vegas Wash)
East	Undeveloped	PR-OS (Parks/ Recreation/Open Space)	C-V (Civic)
West	ROW (Las Vegas Wash)	ROW - PF (Public Facilities)	ROW (Las Vegas Wash)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Trails	X		Y
Rural Preservation Overlay District (Buffer Area)	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for a General Plan Amendment to change the General Plan designation from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space) on 0.16 acres located north of the Las Vegas Wash at the southwest end of Sandhill Road. The subject site is a portion of a proposed city park, and the applicant has also submitted requests for a Rezoning (ZON-33479) to C-V (Civic) of a portion of the park site that is currently right-of-way, a Waiver (WVR-33480) of the Title 18.12.130 requirement to allow public streets to not terminate in a cul-de-sac, and a Site Development Plan Review (SDR-33481) for a proposed city park. The PR-OS

(Parks/Recreation/Open Space) category allows large public parks and recreation areas such as public and private golf courses, trails, easements, drainage ways, detention basins, and any other large areas or permanent open land. The C-V (Civic) zoning district that is proposed for the site is consistent with the PR-OS (Parks/Recreation/Open Space) General Plan designation, and will allow the proposed city park as a permissible use; therefore, staff is recommending approval of this request.

FINDINGS

Section 19.18.030.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,

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 Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The intensity of the proposed PR-OS (Parks/Recreation/Open Space) is compatible with the adjacent residential land uses.

In regard to "2":

The C-V (Civic) zoning district allowed by the proposed General Plan designation is compatible with the adjacent land uses and zoning districts. Pursuant to Title 19.06.020, the minimum development standards for property in the C-V (Civic) district shall be established by the City Council in connection with the approval of a rezoning application or administratively in connection with the approval of a site development plan review. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

In regard to "3":

The site is accessed by Sandhill Road, an 80-foot Secondary Collector, and Henry Drive and Stevens Street, both Local Streets, as designated by the Master Plan of Streets and Highways, which are adequate to serve the requirements of the park use. The park will be served by existing utilities, transportation and other facilities, which are adequate for the park use.

In regard to "4":

There are no other plans or policies that would affect the site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 1,171 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-33478 APN: 140-30-296-001

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: Clair Lewis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Clair M. Lewis

Print Name: CLAIR M. LEWIS

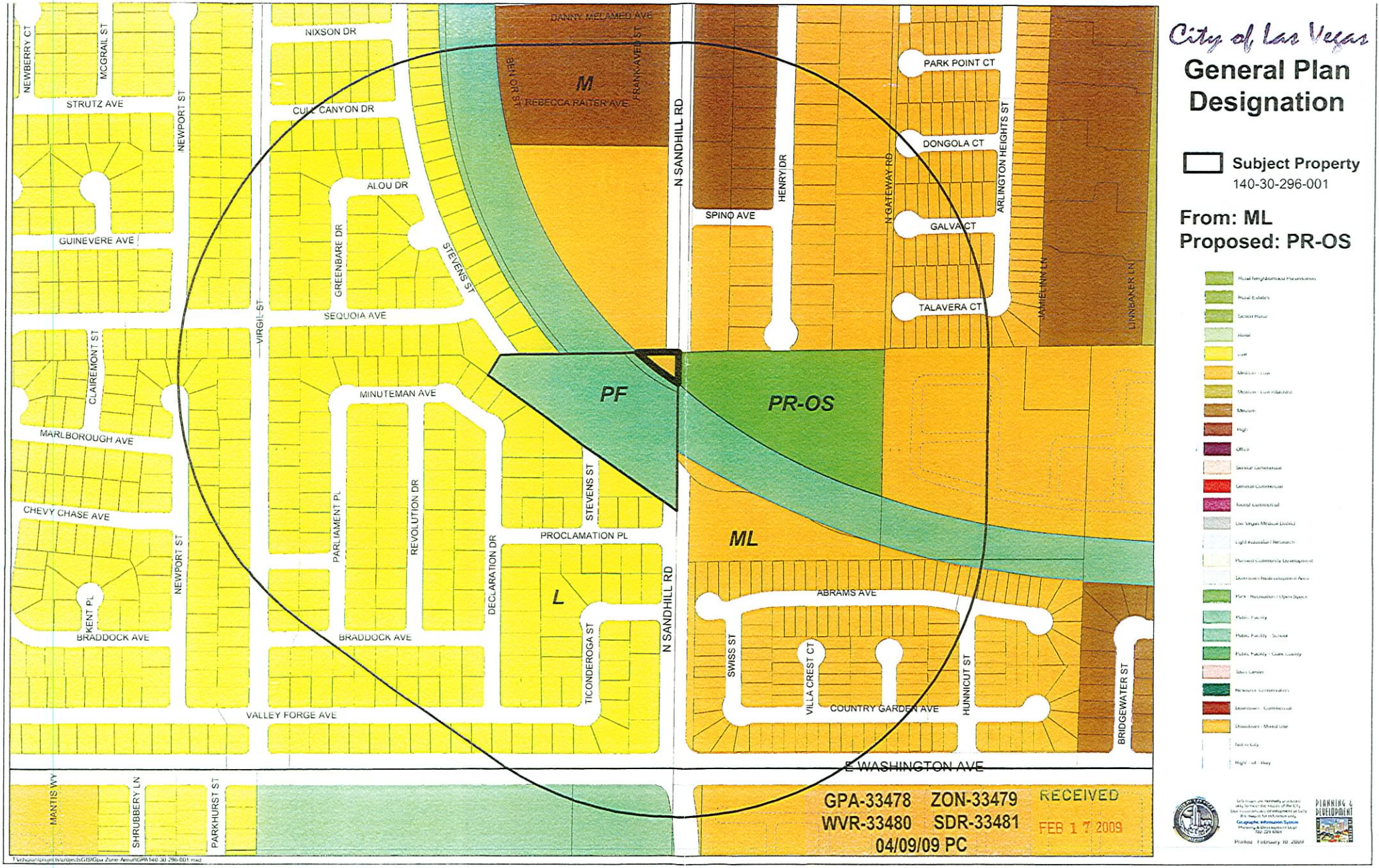
Subscribed and sworn before me

This 6th day of February, 2009

Gail D Wilkinson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 2, 2011


City of Las Vegas
General Plan Designation
Subject Property
140-30-296-001
From: ML
Proposed: PR-OS
PF
PR-OS
ML
M
L
NEWBERRY CT
MCGRAIL ST
STRUTZ AVE
NEWPORT ST
NIXSON DR
CULP CANYON DR
DANNY MELAMED AVE
REBECCA RAITER AVE
BERT OR ST
FRANK AVE ST
N SANDHILL RD
PARK POINT CT
DONGOLA CT
GALVA CT
TALAVERA CT
ARLINGTON HEIGHTS ST
N GATEWAY RD
HENRY DR
SPINO AVE
JAMIE LYNN LN
LINNBAKER LN
ALOU DR
GREENBARE DR
STEVENS ST
SEQUOIA AVE
GUINEVERE AVE
VIRGIL ST
CLAIREMONT ST
MARLBOROUGH AVE
MINUTEMAN AVE
PARLIAMENT PL
REVOLUTION DR
DECLARATION DR
PROCLAMATION PL
CHEVY CHASE AVE
BRADDOCK AVE
BIKENT PL
TICONDEROGA ST
VALLEY FORGE AVE
ABRAMS AVE
SWISS ST
VILLA CREST CT
COUNTRY GARDEN AVE
HUNNICUT ST
BRIDGEWATER ST
E WASHINGTON AVE
MANTIS WY
SHRUBBERY LN
PARKHURST ST
GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC
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FEB 17 2009
PLANNING & DEVELOPMENT



GPA-33478 - APPLICANT/OWNER: CITY OF LAS VEGAS
NORTH OF THE LAS VEGAS WASH AT THE SOUTHWEST END OF SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33478 - APPLICANT/OWNER: CITY OF LAS VEGAS
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03/05/09

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN,
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6535

FAX 702.384.4846

TDD 702.386.9108

www.lasvegasnevada.gov

February 9, 2009

City of Las Vegas
Department of Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Current Planning

RE: Justification Letter for Sandhill Owens Park and Trailhead
General Plan Amendment- APN: 140-30-296-001
Rezoning- APN: 140-30-296-001, 140-30-296-003
Site Development Review- 140-30-296-001 t 003, 140-30-601-001
Wavier of Title 18.12.130 cul-de-sacs- 140-30-601-001, 140-30-296-001 t 003

Dear Planning:

The City of Las Vegas proposes to construct Sandhill Owens Park and Trailhead (Official Name: "Douglas A. Selby Park and Trailhead") on approximately 8.7 acres, generally located on the center line of Sandhill Road if Sandhill continued through the site and south of Owens Avenue, and hereby submits an application for a General Plan Amendment, Rezoning, Site Development Review, and a Waiver of Title 18.12.130 cul-de-sacs. The park and trailhead is comprised of several parcels, city owned and city acquired. The General Plan Amendment (APN: 140-30-296-001) will amend the smallest parcel from ML to PR-OS. The Rezoning (APN: 140-30-296-001, 140-30-296-003) will change a small portion of the park and the trailhead parcel from ROW to C-V. The Site Development Review (APN: 140-30-296-001, 140-30-296-003, 140-30-601-001) shows the proposed development of the park and trailhead parcels. The Wavier of Title 18.12.130 cul-de-sacs (APN: 30-140-30-601, 140-30-296-001, 140-30-296-003) will allow the City to construct the park and trailhead as proposed, maximizing the trailhead amenities. The site plan as presented will not change the existing street conditions and will assist with a turn-a-round. The limited distance of Stevens Street currently allows for emergency access. If required, the requirement of a full cul-d-sac would diminish the integrity of the trailhead greatly. Therefore, I am requesting a waiver of Title 18.12.130 cul-de-sacs.

The proposed park improvements include a synthetic turf field for soccer, restroom, fitness cluster, basketball court, dog runs and parking. The trailhead improvements include a shaded playground for all age groups, picnic areas, and area for a future restroom, fun ball area, plaza, kiosk, trail, trail signage and parking. A pedestrian bridge will span the Las Vegas Wash making both sites accessible.

WRG Design Inc. was the successful consultant selected by the City to perform the design services for the park, trailhead and bridge. They are a multi-discipline firm specializing in park, trailhead and recreational

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

development, and have been successful on similar types of projects in the valley. They bring many years of experience to the project.

The City of Las Vegas looks at this project as a winning solution that will assist with the growing demands for park and trailheads in the Las Vegas valley and will enhance the safety and welfare of the surrounding area. Please recommend approval of this project and the requested waiver as presented. Thank you.

If you have any questions, please contact me at 229-2096

Clair M. Lewis, ASLA, NV RLA#239, CLARB Cert. #1340
Landscape Architect
City of Las Vegas Public Works
229-2096 (fax) 464-5704

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

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

GPA-33418

RECEIVED
APR 02 2009

Dear Council Members;

I have owned the house at 3909 Segovia since 1982. I have seen many changes in the area since then. Most of them for the bad. When the low income housing was built in 1980's we had to put bars on the doors and windows after being robbed 3 times in 6 months time. Before then I could leave the house unlocked and never be afraid. We could not take it after several car thefts and decided to move our teen age daughters to a safer area in 1986. Over the years it has become a mexican area and my home has been unrented for a long time because the applicants can't meet a good credit check and the other paper work requirements a good landlord has to use to protect themselves from the - there two months and leave in the night renters. Then you not only have the damage to your property but you have their utilities bills to pay as the owner of the property. Now I get three (3) boards on either a 4.06 acre or a 8.92 Acre park right across the wash from this house. The police do not patrol this area now because of the gangs (I assume). You never see a police car in that area unless it has

23P

been summoned for a specific reason. There are a lot of empty houses in this area for sale or just not rented. You allowed a carry out liquor store to open in the small shopping center on Owens and the Wash. Taking all these things into consideration I can only see problems. Since our parks are, at night, a meeting place for drug deals and gangs I can only see problems for the surrounding home owners unless this were to be a fenced and locked at sunset park. I'm afraid all I can see is a place to attract the kind of people that you don't want around at night near your home. I have two 6 year old granddaughters and we love going to a park on Carey east of Nellis. It is a fun place for them during the day. Late afternoon the older teens start coming and it is time to leave. Have any of you gone to any park at night? In these tough times there are more and more homeless or down and out people in all areas of our city and county. The shelters there on main St. are not that far away. If you are going ahead with this please fence and lock it down at night and have the police patrol the area surrounding it. How many shootings

GPA-38918

and gang related problems in areas that are in a regular patrol area take place at or around our parks? If undercover police were in the parks at night the jails could be filled very quickly.

Thank you for your consideration

Sincerely,

Brenda Blevins

14030112040
BLEVINS BRENDA
160 LAILANI ST
LAS VEGAS NV 89110-5113

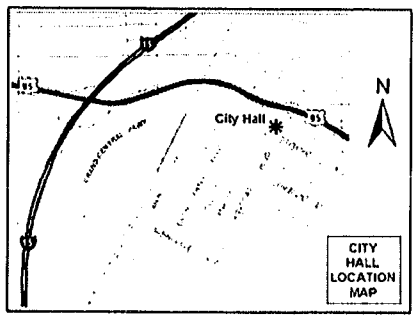
23P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.39[4]
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33478
Planning Commission Meeting of 4/9/2009

RECEIVED.
APR 07 2009

Case: GPA-33478
14030213003
SCHMIDT EDGAR
P O BOX 19521
LAS VEGAS NV 89132-0521

Submitted after final agenda

Date 4/7/09 Item 23A

City of Las Vegas Agenda Item No.: **109.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

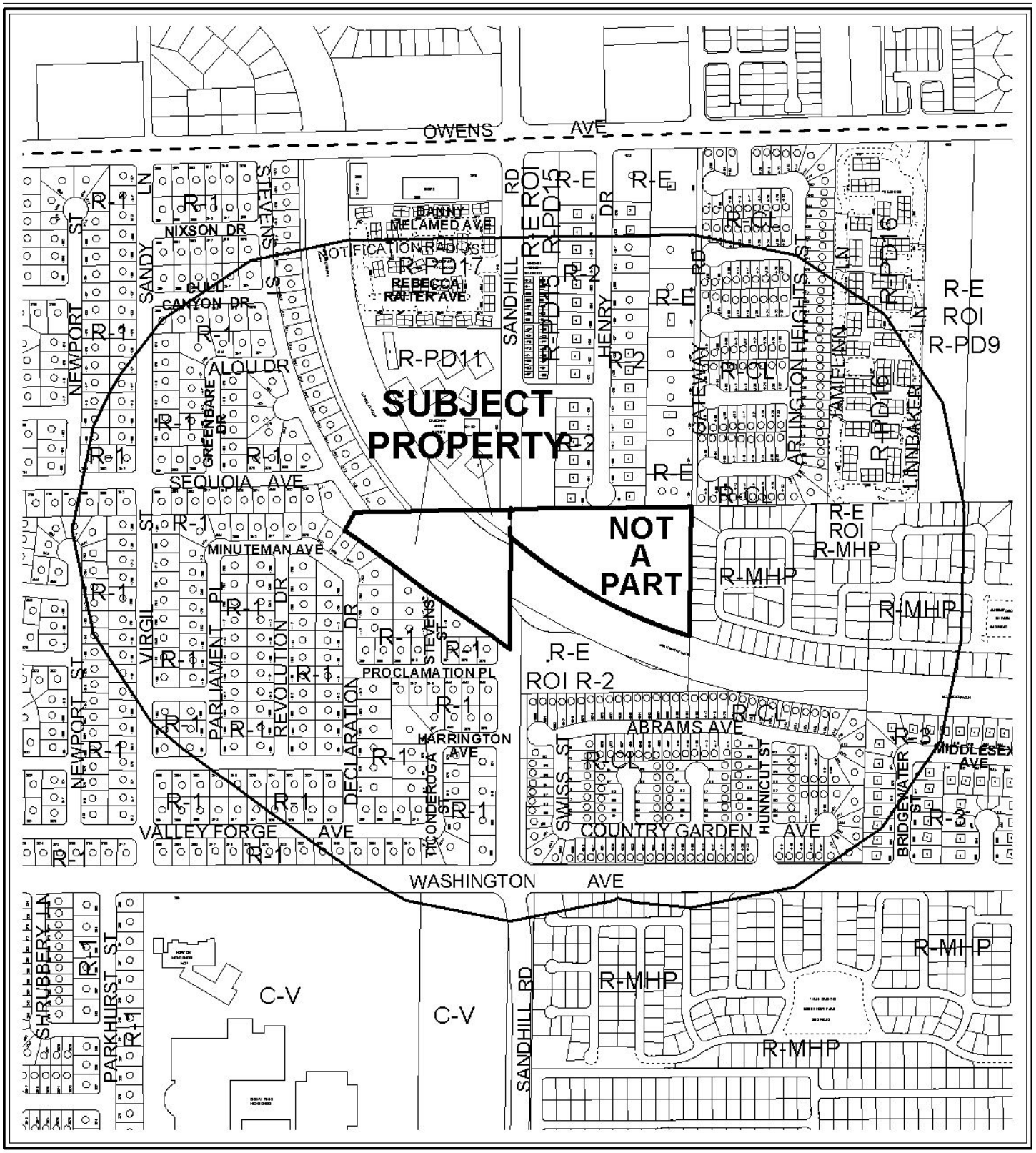
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-33479 - REZONING RELATED TO GPA-33478 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning TO: C-V (CIVIC) on 4.06 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 24

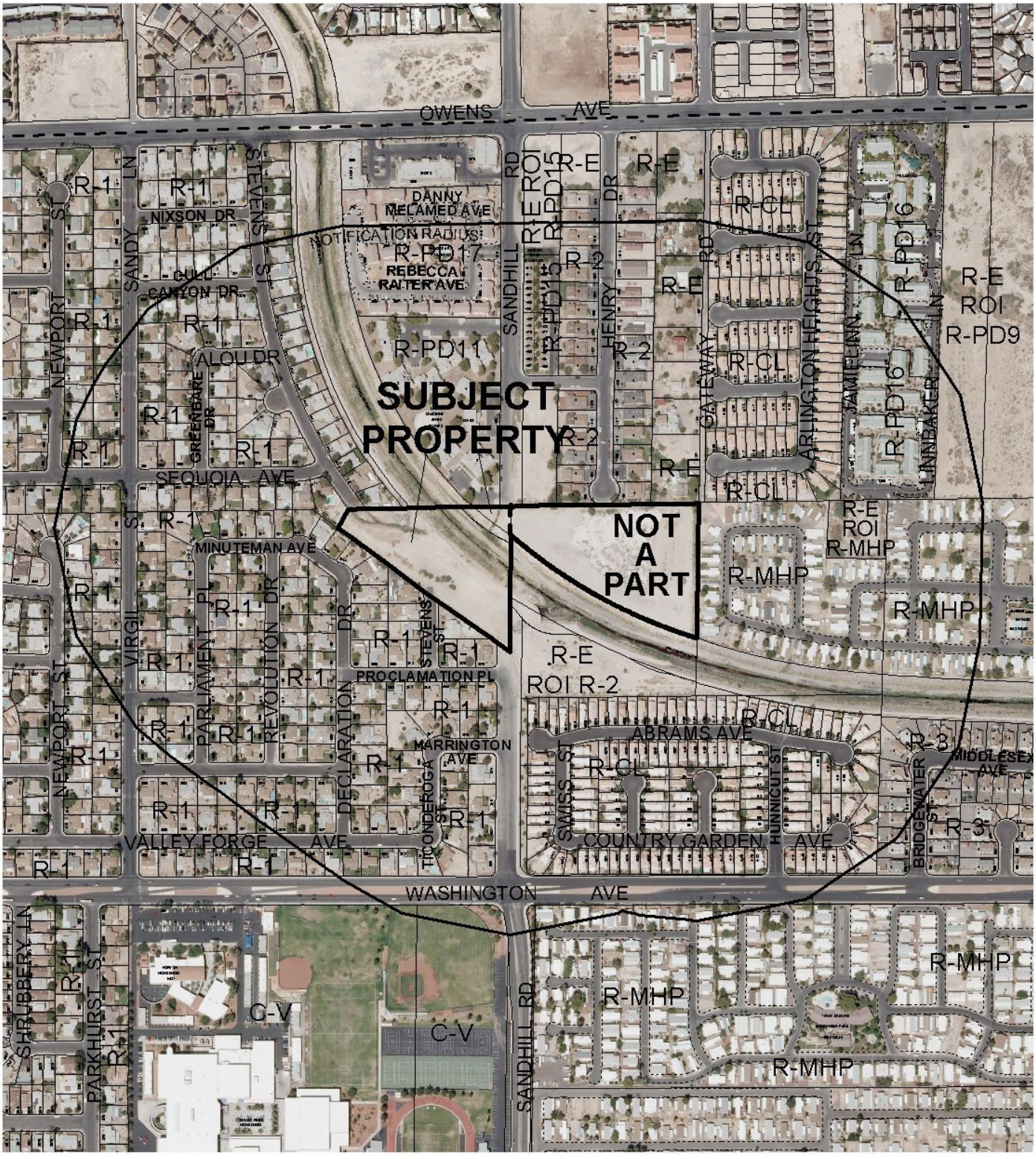


CASE: **ZON-33479**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
ROW (RIGHT-OF-WAY)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)



0 500 1000 Feet

CASE: **ZON-33479**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
ROW (RIGHT-OF-WAY)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-33479 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning to C-V (Civic) on 4.06 acres of right-of-way located at the intersection of the Las Vegas Wash and Sandhill Road. The subject site is a portion of a larger proposed city park, and the applicant has also submitted requests for a General Plan Amendment (GPA-33478) to change the General Plan designation of a portion of the park site from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space), a Waiver (WVR-33480) of the Title 18.12.130 requirement to allow public streets to not terminate in a cul-de-sac, and a Site Development Plan Review (SDR-33481) for a proposed city park. Staff is recommending approval of this request as the proposed C-V (Civic) zoning district is appropriate for development of the site as a city park, and is compatible with the surrounding residential zoning districts.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/07/08	The City Council approved requests for a General Plan Amendment (GPA-27207) from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space) and a Rezoning (ZON-27211) from R-E (Residence Estates) to C-V (Civic) on 4.91 acres located on the east side of Sandhill Road, adjacent to the north side of the Las Vegas Wash. Planning Commission and staff recommended approval.
04/09/09	The Planning Commission recommended approval of companion items GPA-33478, WVR-33480 and SDR-33481 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #24/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
02/03/09	A pre-application meeting was held to discuss the application requirements for a city park, including a General Plan Amendment, Rezoning, Waiver of Title 18 standards and Site Development Plan Review.

Neighborhood Meeting	
03/03/09	A neighborhood meeting was held from 6:00 to 6:30 pm at the Rafael Rivera Community Center, Room A, located at 2900 Stewart Ave, Las Vegas, Nevada 89101. There were four representatives for the applicant and one

	staff member from the Planning and Development Department in attendance. No members of the general public attended.

Field Check	
03/05/09	A field check was conducted by staff. The subject site is vacant and undeveloped land on either side of the Las Vegas Wash. The site was generally clean, but there was some graffiti located on the perimeter walls along the wash.

Details of Application Request	
Site Area	
Gross Acres	4.06 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	ROW (Las Vegas Wash)	PF (Public Facilities) and ML (Medium Low Density Residential) [Proposed: PF (Public Facilities) and PR-OS (Parks/ Recreation/Open Space)]	ROW (Las Vegas Wash) [Proposed: C-V (Civic)]
North	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
	Apartments	ML (Medium Low Density Residential)	R-PD11 (Residential Planned Development - 11 Units per Acre)
South	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
East	Undeveloped	PR-OS (Parks/ Recreation/Open Space)	C-V (Civic)
	Undeveloped [Approved for a Church/House of Worship (SDR-19484)]	ML (Medium Low Density Residential)	R-E (Residence Estates) Under Resolution of Intent to R-2 (Medium-Low Density Residential)
West	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Trails	X		Y

Rural Preservation Overlay District (Buffer Area)	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.020, the minimum development standards for property in the C-V (Civic) district shall be established by the City Council in connection with the approval of a rezoning application or administratively in connection with the approval of a site development plan review. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

Pursuant to Title 19.06.020, the following standards are proposed:

Standard	***Provided***
Min. Lot Size	388,555 SF
Min. Setbacks • Front • Side • Corner • Rear	 105 Feet 315 Feet N/A 200 Feet
Max. Building Height	1 Story (10 Feet)

ANALYSIS

This is a request for a Rezoning to C-V (Civic) on 4.06 acres of right-of-way located at the intersection of the Las Vegas Wash and Sandhill Road. The subject site is a portion of a larger proposed city park, and the applicant has also submitted requests for a General Plan Amendment (GPA-33478) to change the General Plan designation of a portion of the park site from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space), a Waiver (WVR-33480) of the Title 18.12.130 requirement to allow public streets to not terminate in a cul-de-sac, and a Site Development Plan Review (SDR-33481) for a proposed city park. The proposed C-V (Civic) zoning district is consistent with the PF (Public Facilities) and PR-OS (Parks/Recreation/Open Space) General Plan designations, and will allow the proposed city park as a permissive use to facilitate recreational facilities and linkage to the Las Vegas Wash trail; therefore, staff is recommending approval of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed C-V (Civic) zoning district is consistent with the existing PF (Public Facilities) and PR-OS (Parks/Recreation/Open Space) General Plan designations.

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 C-V (Civic) zoning district allowed by the proposed General Plan designation is compatible with the adjacent land uses and zoning districts. Pursuant to Title 19.06.020, the minimum development standards for property in the C-V (Civic) district shall be established by the City Council in connection with the approval of a rezoning application or administratively in connection with the approval of a site development plan. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The Rezoning will enable the development of the site as a city park to provide much needed recreation facilities for the adjacent surrounding community.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed by Sandhill Road, an 80-foot Secondary Collector, and Henry Drive and Stevens Street, both Local Streets, as designated by the Master Plan of Streets and Highways, which are adequate to serve the requirements of the zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 1,171 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-33479 APN: 140-30-296-001, 140-30-296-003

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: Clair Lewis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Clair M. Lewis

Print Name: CLAIR M. LEWIS

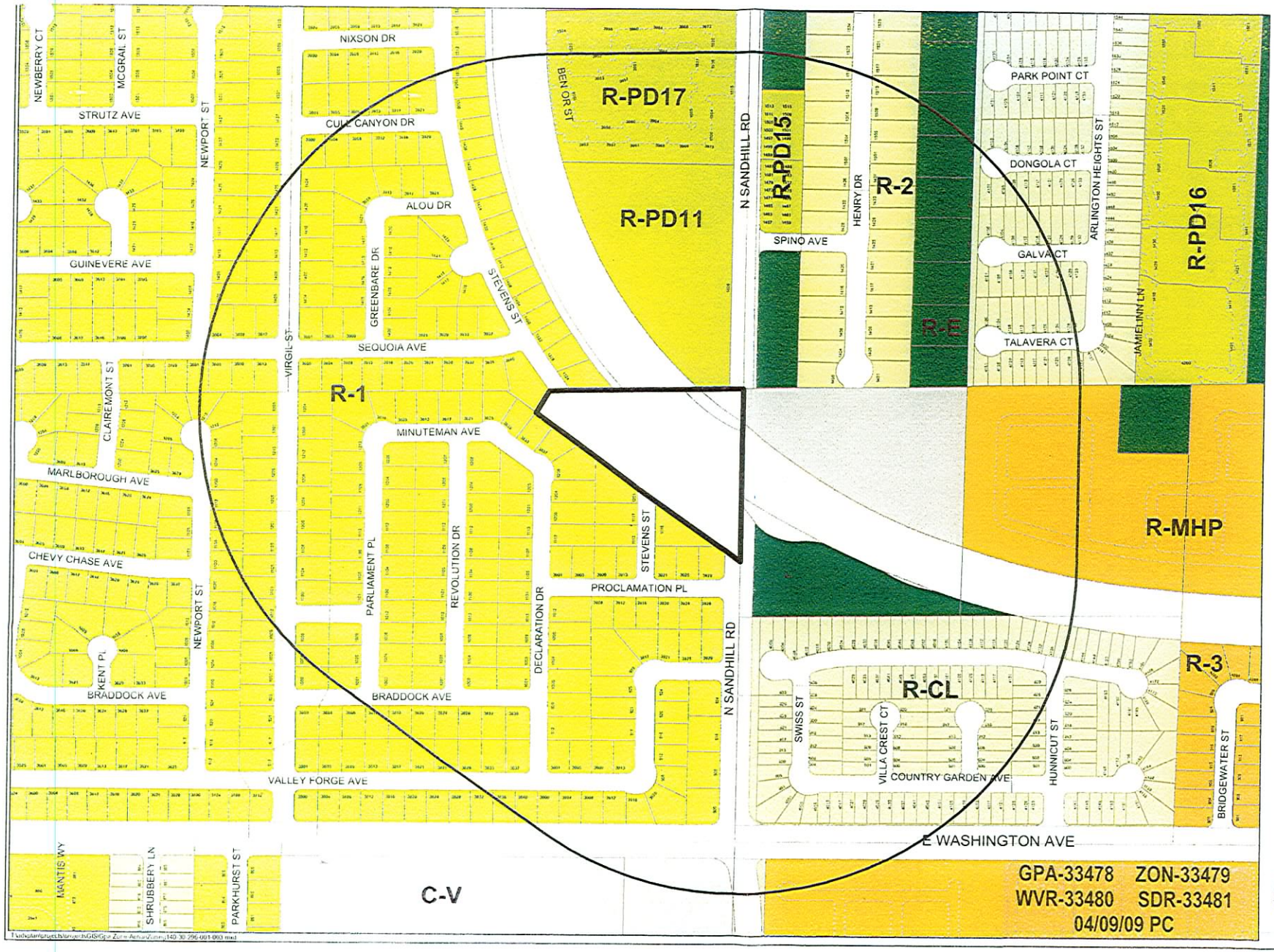
Subscribed and sworn before me

This 6th day of February, 2009

Gail D. Wilkinson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 6, 2011



City of Las Vegas

Zoning

Subject Parcels
140-30-296-001
140-30-296-002
140-30-269-003

From: ROW
Proposed: C-V

U	P-R
R-A	N-S
R-E	O
R-D	C-D
R-PD	C-1
R-1	C-2
R-MH	C-M
R-CL	M
R-2	C-V
R-3	C-PB
R-4	P-C
R-5	PD
R-MHP	TC

RECEIVED
FEB 17 2009

Printed: February 04, 2009



ZON-33479 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



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03/05/09



ZON-33479 - APPLICANT/OWNER: CITY OF LAS VEGAS
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03/05/09



ZON-33479 - APPLICANT/OWNER: CITY OF LAS VEGAS
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ZON-33479 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

LAS VEGAS CITY COUNCIL

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MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
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(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6535

FAX 702.384.4846

TDD 702.386.9108

www.lasvegasnevada.gov

February 9, 2009

City of Las Vegas
Department of Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Current Planning

RE: Justification Letter for Sandhill Owens Park and Trailhead
General Plan Amendment- APN: 140-30-296-001
Rezoning- APN: 140-30-296-001, 140-30-296-003
Site Development Review- 140-30-296-001 t 003, 140-30-601-001
Wavier of Title 18.12.130 cul-de-sacs- 140-30-601-001, 140-30-296-001 t 003

Dear Planning:

The City of Las Vegas proposes to construct Sandhill Owens Park and Trailhead (Official Name: "Douglas A. Selby Park and Trailhead") on approximately 8.7 acres, generally located on the center line of Sandhill Road if Sandhill continued through the site and south of Owens Avenue, and hereby submits an application for a General Plan Amendment, Rezoning, Site Development Review, and a Waiver of Title 18.12.130 cul-de-sacs. The park and trailhead is comprised of several parcels, city owned and city acquired. The General Plan Amendment (APN: 140-30-296-001) will amend the smallest parcel from ML to PR-OS. The Rezoning (APN: 140-30-296-001, 140-30-296-003) will change a small portion of the park and the trailhead parcel from ROW to C-V. The Site Development Review (APN: 140-30-296-001, 140-30-296-003, 140-30-601-001) shows the proposed development of the park and trailhead parcels. The Wavier of Title 18.12.130 cul-de-sacs (APN: 30-140-30-601, 140-30-296-001, 140-30-296-003) will allow the City to construct the park and trailhead as proposed, maximizing the trailhead amenities. The site plan as presented will not change the existing street conditions and will assist with a turn-a-round. The limited distance of Stevens Street currently allows for emergency access. If required, the requirement of a full cul-d-sac would diminish the integrity of the trailhead greatly. Therefore, I am requesting a waiver of Title 18.12.130 cul-de-sacs.

The proposed park improvements include a synthetic turf field for soccer, restroom, fitness cluster, basketball court, dog runs and parking. The trailhead improvements include a shaded playground for all age groups, picnic areas, and area for a future restroom, fun ball area, plaza, kiosk, trail, trail signage and parking. A pedestrian bridge will span the Las Vegas Wash making both sites accessible.

WRG Design Inc. was the successful consultant selected by the City to perform the design services for the park, trailhead and bridge. They are a multi-discipline firm specializing in park, trailhead and recreational

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

development, and have been successful on similar types of projects in the valley. They bring many years of experience to the project.

The City of Las Vegas looks at this project as a winning solution that will assist with the growing demands for park and trailheads in the Las Vegas valley and will enhance the safety and welfare of the surrounding area. Please recommend approval of this project and the requested waiver as presented. Thank you.

If you have any questions, please contact me at 229-2096

Clair M. Lewis, ASLA, NV RLA#239, CLARB Cert. #1340
Landscape Architect
City of Las Vegas Public Works
229-2096 (fax) 464-5704

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

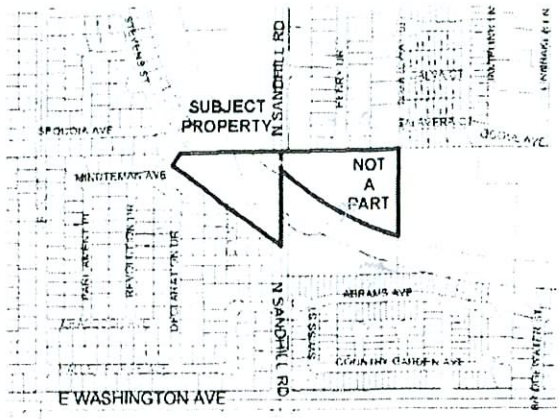
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Application Information

ZON-33479 - REZONING RELATED TO GPA-33478 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning TO: C-V (CIVIC) on 4.06 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003), Ward 3 (Reese)

not unless it is fenced and locked at night! Is the only entrances off Sandhill? Is it 4.06 or 8.92??? OR 8.78? VERY Confusing

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 09, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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 Planning and Development Department, Development Services Center, 731 South Fourth Street, 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 further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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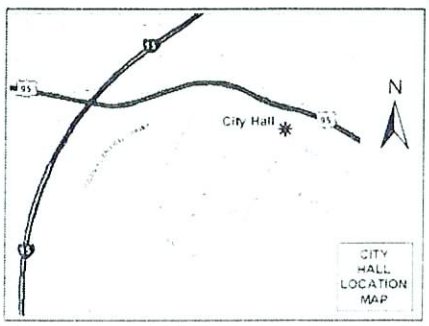
Return Service Requested
Official Notice of Public Hearing



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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33479
Planning Commission Meeting of 4/9/2009

Case: ZON-33479

14030112040
BLEVINS BRENDA
160 LAILANI ST
LAS VEGAS NV 89110-5113

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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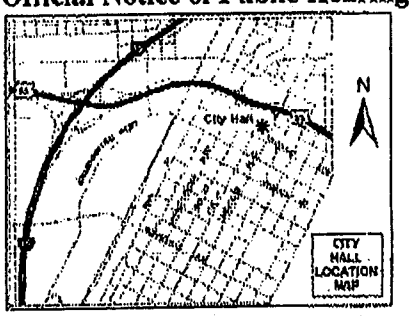

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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33479

Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: ZON-33479

14030210030
FITZGERALD MARY
1208 NEWPORT ST
LAS VEGAS NV 89110-1107

Submitted after final agenda

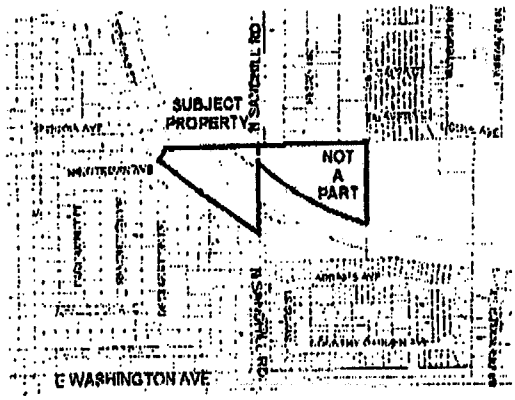
Date 4/7/09 Item 24P

Application Information

ZON-33479 - REZONING RELATED TO GPA-33478 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning TO: C-V (CIVIC) on 4.06 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003), Ward 3 (Reese)

By changing this property to Civic would allow the City to develop it in a number of ways and not just for a park. The last park in the Neighborhood was originally constructed as a park and touted as a park, now it is being converted to Ball-Diamonds with the park completely destroyed. The City does not keep its word and allowing this change would again open the gates for the City to take public property in the Neighbor designated for one thing and use it for another. Ergo: The so-called public golf course at Pecos & Bonanza - a city park designation; ~~[illegible]~~ Freedom Park: To become a Commercial Ball park venture

Application Location



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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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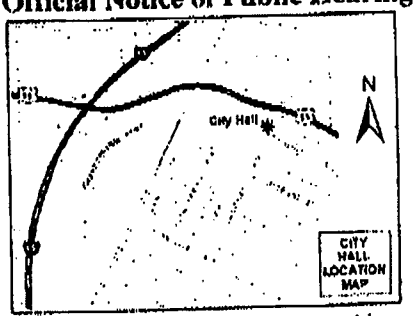

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33479
Planning Commission Meeting of 4/9/2009

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Case: ZON-33479
14030112026
BOWLER GEORGE S & JANNA LANE
3904 CULL CANYON DR
LAS VEGAS NV 89110-1103

Submitted after final agenda

Date Item 24P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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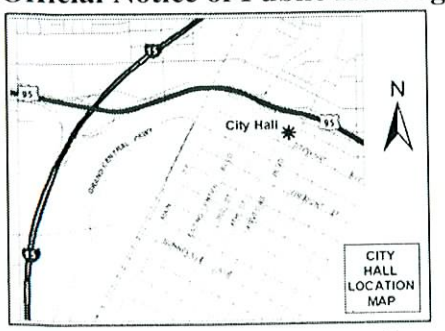
Official Notice of Public Hearing



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ZON-33479
Planning Commission Meeting of 4/9/2009

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Case: ZON-33479
14030518014
FANTACCI LOUIS A & RETA W
1430 JAMIELINN LN #203
LAS VEGAS NV 89110-5718

24 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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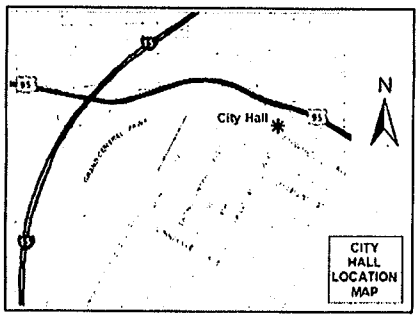

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33479
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: ZON-33479

14030213003
SCHMIDT EDGAR
P O BOX 19521
LAS VEGAS NV 89132-0521

Submitted after final agenda

Date Item 24A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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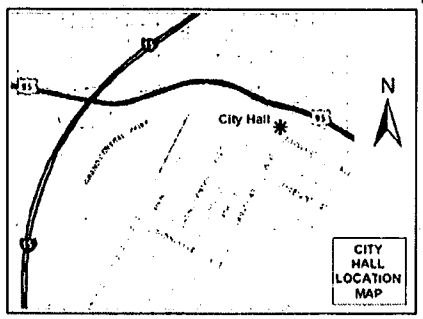

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33479

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: ZON-33479

14030519030
STEVENS FAMILY TRUST
703 S HORSEPEN RD
HARRELLS NC 28444-9223

Submitted after final agenda

Date

Item 24A

City of Las Vegas Agenda Item No.: **110.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

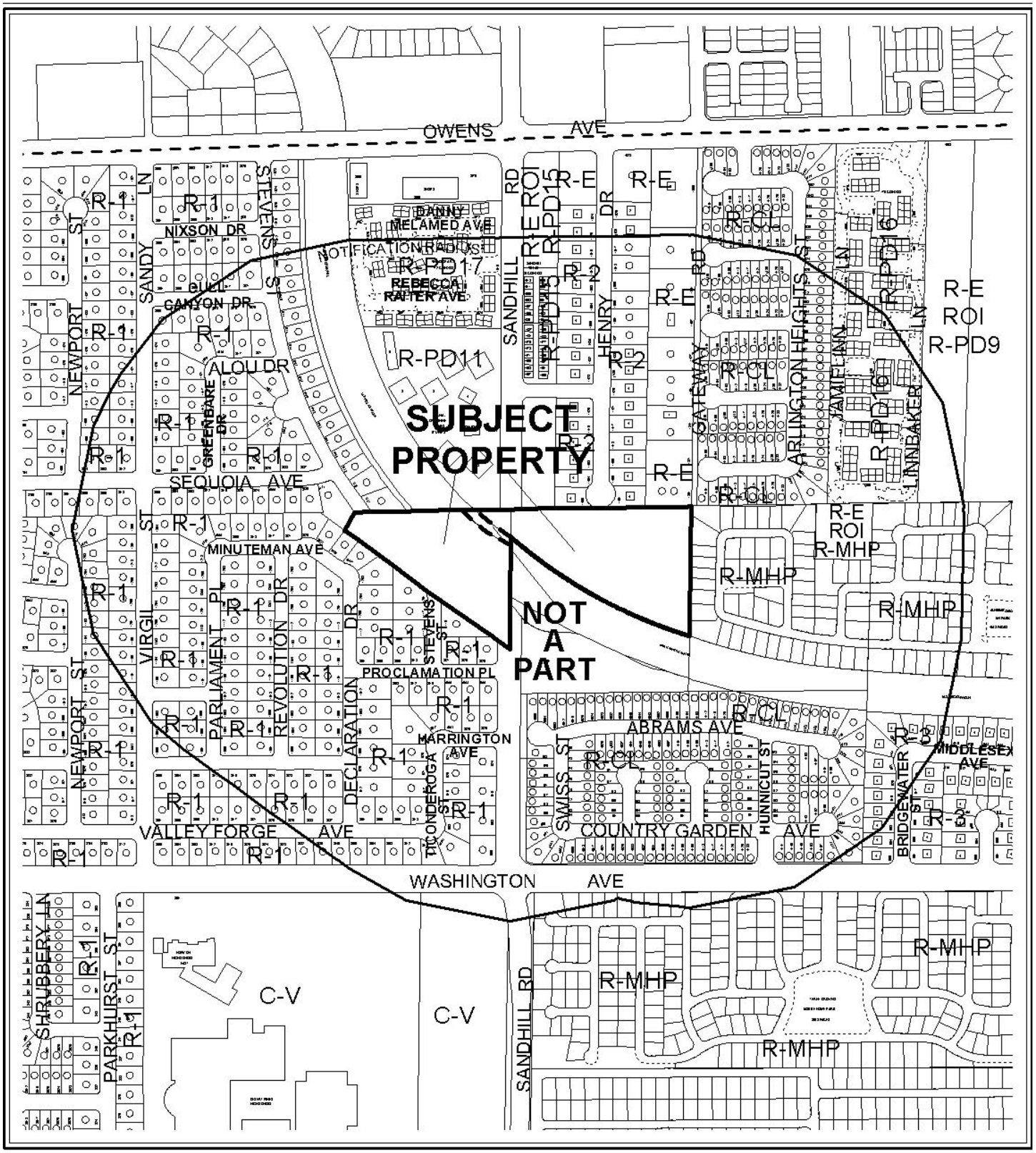
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
WVR-33480 - WAIVER RELATED TO GPA-33478 AND ZON-33479 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Waiver of the TITLE 18.12.130 REQUIREMENT TO ALLOW PUBLIC STREETS TO NOT TERMINATE IN A CUL-DE-SAC on 8.78 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001, 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 25



0 500 1000 Feet

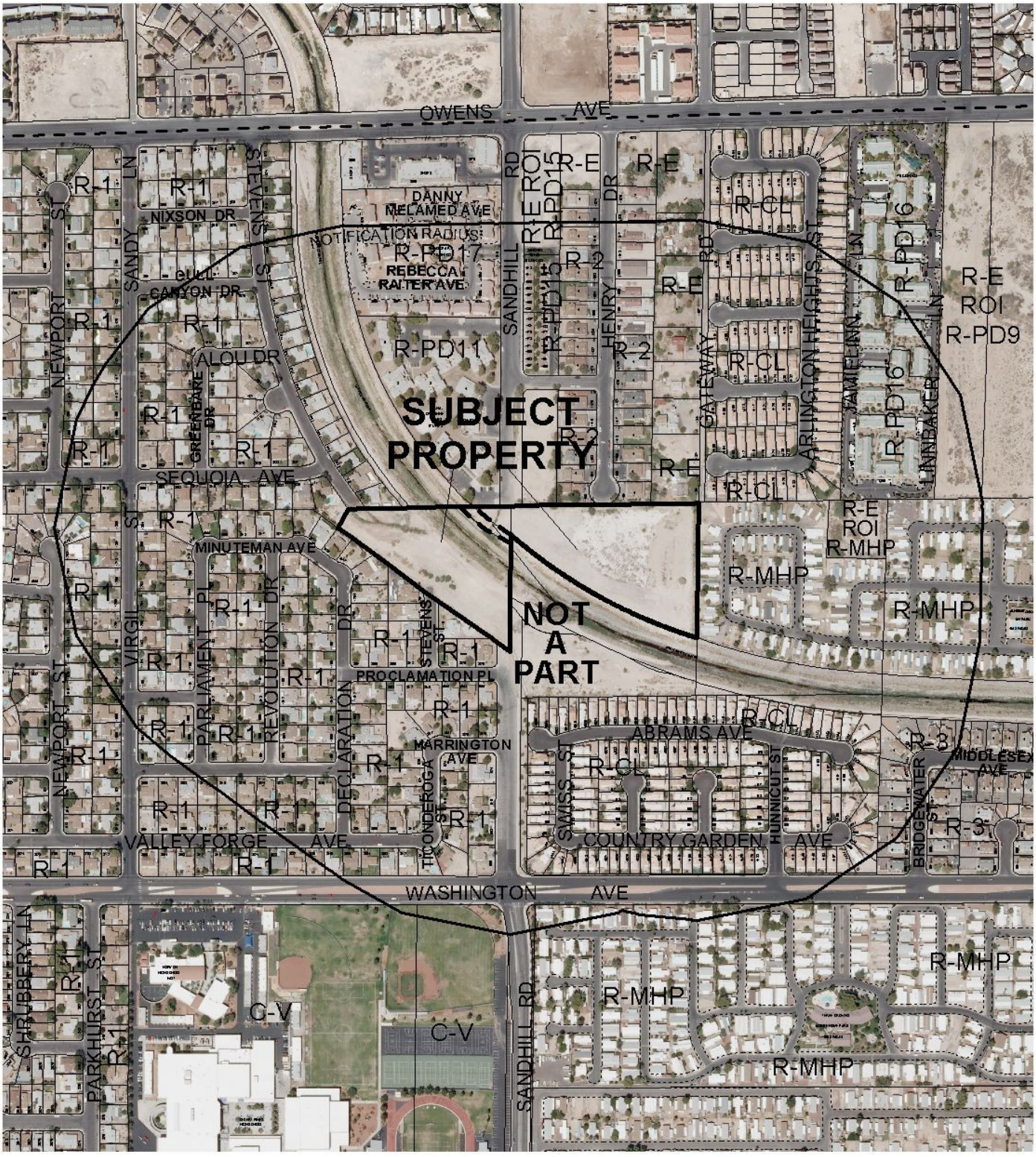
CASE: **WVR-33480**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-V (CIVIC) AND ROW (RIGHT-OF-WAY)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

N



CASE: **WVR-33480**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-V (CIVIC) AND ROW (RIGHT-OF-WAY)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: WVR-33480 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the conditions for Site Development Plan Review (SDR-33481) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Waiver of the Title 18.12.130 requirement to allow a public street to not terminate in a cul-de-sac on 8.78 acres located at the intersection of the Las Vegas Wash and Sandhill Road. The subject site is a portion of a larger proposed city park, and the applicant has also submitted applications for a General Plan Amendment (GPA-33478) to change the General Plan designation of a portion of the park site from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space), a Rezoning (ZON-33479) to C-V (Civic) of a portion of the site that is currently right-of-way, and a Site Development Plan Review (SDR-33481) for a proposed city park. The streets included are Stevens Street and Sandhill Road, both of which are existing streets that terminate in unfinished dead ends that have no curb or gutter. The development of the park site will not change the existing street conditions, but will provide finished termination points for the streets, with vehicular access to the proposed park and trailhead facilities from Sandhill Road. Completion of the streets with a cul-de-sac as required would result in a greatly diminished city park and trailhead facility. Staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/07/08	The City Council approved requests for a General Plan Amendment (GPA-27207) from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space) and a Rezoning (ZON-27211) from R-E (Residence Estates) to C-V (Civic) on 4.91 acres located on the east side of Sandhill Road, adjacent to the north side of the Las Vegas Wash. Planning Commission and staff recommended approval.
04/09/09	The Planning Commission recommended approval of companion items GPA-33478, ZON-33479 and SDR-33481 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #25/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
02/03/09	A pre-application meeting was held to discuss the application requirements for a city park, including a General Plan Amendment, Rezoning, Waiver of Title 18 standards and Site Development Plan Review.

Neighborhood Meeting	
03/03/09	A neighborhood meeting was held from 6:00 to 6:30 pm at the Rafael Rivera Community Center, Room A, located at 2900 Stewart Ave, Las Vegas, Nevada 89101. There were four representatives for the applicant and one staff member from the Planning and Development Department in attendance. No members of the general public attended.

Field Check	
03/05/09	A field check was conducted by staff. The subject site is vacant and undeveloped land on either side of the Las Vegas Wash. The site was generally clean, but there was some graffiti located on the perimeter walls along the wash.

Details of Application Request	
Site Area	
Gross Acres	8.78 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped and ROW (Las Vegas Wash)	PR-OS (Parks/ Recreation/Open Space), PF (Public Facilities) and ML (Medium Low Density Residential) [Proposed: PR-OS (Parks/ Recreation/Open Space) and PF (Public Facilities)]	C-V (Civic) and ROW (Las Vegas Wash) [Proposed: C-V (Civic)]
North	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
	Apartments	ML (Medium Low Density Residential)	R-PD11 (Residential Planned Development - 11 Units per Acre)
	Undeveloped [Approved for Condominiums (Z-0053-83)]	ML (Medium Low Density Residential)	R-E (Residence Estates) Under Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units per Acre)
	Apartments	ML (Medium Low Density Residential)	R-2 (Medium-Low Density Residential)
	Single- and Multi-Family Residences	ML (Medium Low Density Residential)	R-E (Residence Estates)

South	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
	Undeveloped [Approved for a Church/House of Worship (SDR-19484)]	ML (Medium Low Density Residential)	R-E (Residence Estates) Under Resolution of Intent to R-2 (Medium-Low Density Residential)
East	Mobile Home Park	ML (Medium Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
West	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Trails	X		Y
Rural Preservation Overlay District (Buffer Area)	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for a Waiver of the Title 18.12.130 requirement for public streets to terminate in a cul-de-sac on 8.78 acres located at the intersection of the Las Vegas Wash and Sandhill Road. The subject site is a portion of a larger proposed city park. The streets included in this request are Stevens Street and Sandhill Road, both of which are existing streets that terminate in unfinished dead ends that have no curb or gutter. The development of the park site will not change the existing street conditions, but will provide finished termination points with curb and gutter for the streets, with vehicular access to the proposed park and trailhead facilities from Sandhill Road. Pursuant to Title 18.12.030, "cul-de-sacs shall be designed and installed in accordance with City standards. For public streets which terminate other than at an intersection with another public street, the termination shall be provided by means of a circular cul-de-sac of a sufficient diameter to accommodate emergency service vehicles for termination. For private streets or drives which terminate at a length over one hundred fifty feet, there shall be either a circular turn-around or emergency service vehicle access gates." Completion of the streets with a cul-de-sac as required would result in a greatly diminished city park and trailhead facility. In addition, other than the proposed park facility, only a limited number of homes are served by the subject streets, which would not be negatively affected by the omission of the required cul-de-sacs. Staff is recommending approval of this request.

FINDINGS

Evidence of a unique or extraordinary circumstance has been presented, in that a large portion of the proposed park site is currently designated as right-of-way to be used for drainage purposes. The existing streets, which are adequate to serve the limited number of residences located along them, currently terminate in unfinished dead ends at the proposed park site. The proposed improvements, while not fully meeting Title 18.12.030 standards, will create finished termination points for the streets, and facilitate vehicular turn-around. In view of the presence of the hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is not preferential in nature, and staff is recommending approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 1,171 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: WVR-33480 APN: 140-30-601-001, 140-30-296-001 t 003

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: Clair Lewis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Clair M. Lewis

Print Name: CLAIR M. LEWIS

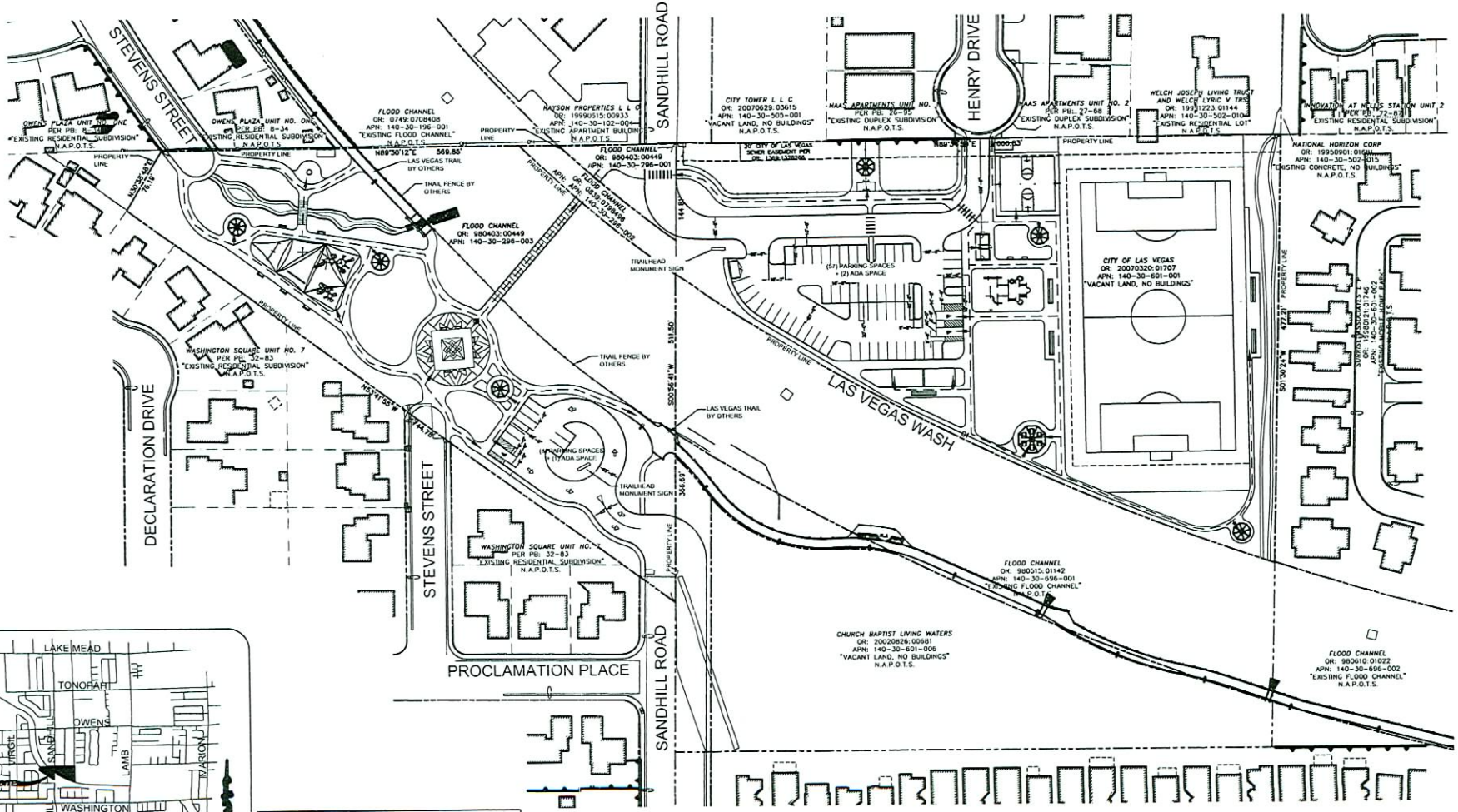
Subscribed and sworn before me

This 6th day of February, 20 09

Gail D Wilkinson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 6, 2011



PROJECT NOTES

PARK SITE PARKING: (57) STANDARD SPACES + (2) ADA SPACE= (58) SPACES
TRAILHEAD SITE PARKING: (8) STANDARD SPACES + (1) ADA SPACE= (9) SPACES
PARK AND TRAILHEAD SPACES= (67) TOTAL SPACES

ADA ACCESSIBILITY ROUTE

PARK AND TRAILHEAD MONUMENT SIGN = 3'-0" WIDE X 9'-0" LONG X 3'-10" HEIGHT

	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	2845.69'	736.10'	15°58'24"	370.44'	733.73'	S83°30'04"E

SCALE: 1"=50'-0"
50 25 0 50

W R G DESIGN INC

SANDHILL OWENS PARK & TRAILHEAD

CITY OF LAS VEGAS

SITE PLAN
DATE: FEBRUARY 11, 2009

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

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FEB 17 2009



WVR-33480 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



WVR-33480 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



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WVR-33480 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN,
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6535

FAX 702.384.4846

TDD 702.386.9108

www.lasvegasnevada.gov

February 9, 2009

City of Las Vegas
Department of Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Current Planning

RE: Justification Letter for Sandhill Owens Park and Trailhead
General Plan Amendment- APN: 140-30-296-001
Rezoning- APN: 140-30-296-001, 140-30-296-003
Site Development Review- 140-30-296-001 t 003, 140-30-601-001
Wavier of Title 18.12.130 cul-de-sacs- 140-30-601-001, 140-30-296-001 t 003

Dear Planning:

The City of Las Vegas proposes to construct Sandhill Owens Park and Trailhead (Official Name: "Douglas A. Selby Park and Trailhead") on approximately 8.7 acres, generally located on the center line of Sandhill Road if Sandhill continued through the site and south of Owens Avenue, and hereby submits an application for a General Plan Amendment, Rezoning, Site Development Review, and a Waiver of Title 18.12.130 cul-de-sacs. The park and trailhead is comprised of several parcels, city owned and city acquired. The General Plan Amendment (APN: 140-30-296-001) will amend the smallest parcel from ML to PR-OS. The Rezoning (APN: 140-30-296-001, 140-30-296-003) will change a small portion of the park and the trailhead parcel from ROW to C-V. The Site Development Review (APN: 140-30-296-001, 140-30-296-003, 140-30-601-001) shows the proposed development of the park and trailhead parcels. The Wavier of Title 18.12.130 cul-de-sacs (APN: 30-140-30-601, 140-30-296-001, 140-30-296-003) will allow the City to construct the park and trailhead as proposed, maximizing the trailhead amenities. The site plan as presented will not change the existing street conditions and will assist with a turn-a-round. The limited distance of Stevens Street currently allows for emergency access. If required, the requirement of a full cul-d-sac would diminish the integrity of the trailhead greatly. Therefore, I am requesting a waiver of Title 18.12.130 cul-de-sacs.

The proposed park improvements include a synthetic turf field for soccer, restroom, fitness cluster, basketball court, dog runs and parking. The trailhead improvements include a shaded playground for all age groups, picnic areas, and area for a future restroom, fun ball area, plaza, kiosk, trail, trail signage and parking. A pedestrian bridge will span the Las Vegas Wash making both sites accessible.

WRG Design Inc. was the successful consultant selected by the City to perform the design services for the park, trailhead and bridge. They are a multi-discipline firm specializing in park, trailhead and recreational

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

development, and have been successful on similar types of projects in the valley. They bring many years of experience to the project.

The City of Las Vegas looks at this project as a winning solution that will assist with the growing demands for park and trailheads in the Las Vegas valley and will enhance the safety and welfare of the surrounding area. Please recommend approval of this project and the requested waiver as presented. Thank you.

If you have any questions, please contact me at 229-2096

Clair M. Lewis, ASLA, NV RLA#239, CLARB Cert. #1340
Landscape Architect
City of Las Vegas Public Works
229-2096 (fax) 464-5704

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

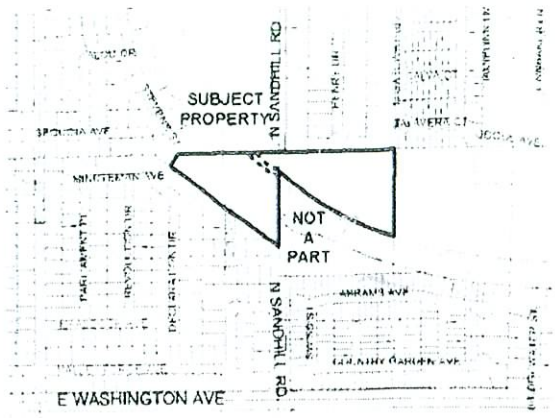
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Application Information

WVR-33480 - WAIVER RELATED TO GPA-33478 AND ZON-33479 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Waiver of the TITLE 18.12.130 REQUIREMENT TO ALLOW PUBLIC STREETS TO NOT TERMINATE IN A CUL-DE-SAC on 8.78 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001, 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese)

No entrances on Stevens St please!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 09, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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 Planning and Development Department, Development Services Center, 731 South Fourth Street, 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 further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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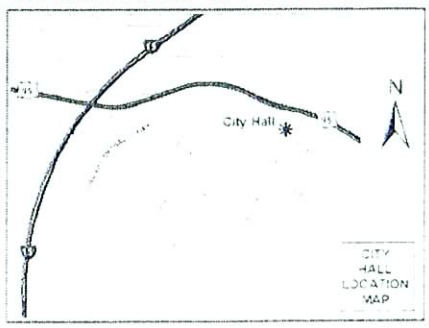
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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APR 02 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

WVR-33480
Planning Commission Meeting of 4/9/2009

Case: WVR-33480

14030112040
BLEVINS BRENDA
160 LAILANI ST
LAS VEGAS NV 89110-5113

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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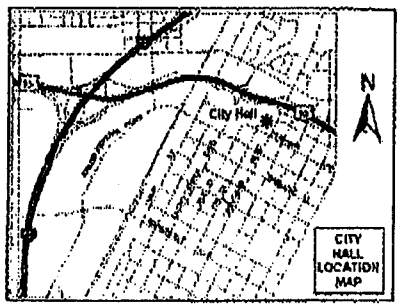

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WVR-33480

Planning Commission Meeting of 4/9/2009

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Case: WVR-33480

14030210030
FITZGERALD MARY
1208 NEWPORT ST
LAS VEGAS NV 89110-1107

Submitted after final agenda

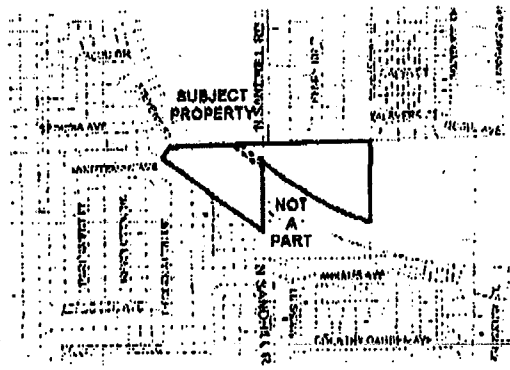
for 4/7/09 Item 25P

Application Information

VVR-33480 - WAIVER RELATED TO GPA-33478 AND ZON-3479 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF AS VEGAS - Request for a Waiver of the TITLE 18.12.130 EQUIREMENT TO ALLOW PUBLIC STREETS TO NOT ERMINATE IN A CUL-DE-SAC on 8.78 acres located at the ntersection of the Las Vegas Wash and Sandhill Road (APN 140-30-96-001, 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 Reese)

Sandhill already terminates at the Wash. We have been waiting 40-years for Sandhill to cross the wash and allow another North/South artery that would allow traffic. The City just placed a 100-Thousand dollar traffic signal at Walnut and Owens, if traffic is allowed across the wash at this location (A bridge needs to be built) I wouldn't oppose it. But, right now Walnut ends at the wash with an Expensive Traffic Signal TO nowhere

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*April 09, 2009*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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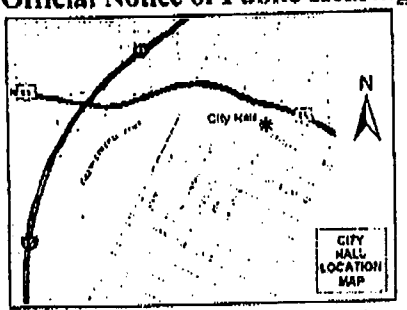

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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WVR-33480
Planning Commission Meeting of 4/9/2009

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Case: WVR-33480
14030112026
BOWLER GEORGE S & JANNA LANE
3904 CULL CANYON DR
LAS VEGAS NV 89110-1103

Submitted after final agenda

Date Item 25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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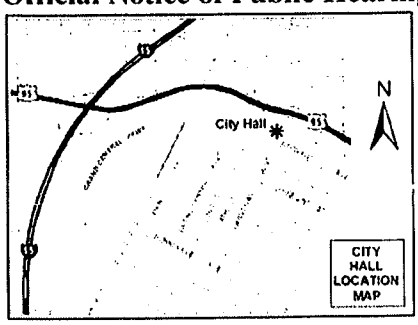

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WVR-33480
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: WVR-33480
14030213003
SCHMIDT EDGAR
P O BOX 19521
LAS VEGAS NV 89132-0521

Submitted after final agenda

Date Item 25 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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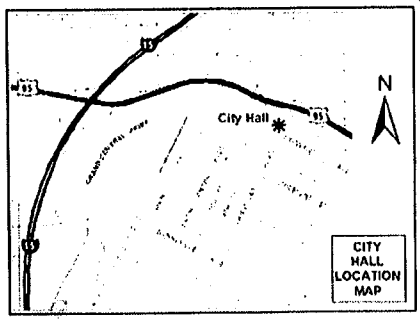

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-33480
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: WVR-33480
14030519030
STEVENS FAMILY TRUST
703 S HORSEPEN RD
HARRELLS NC 28444-9223

28444S223 R001

Submitted after final agenda

Date Item 25 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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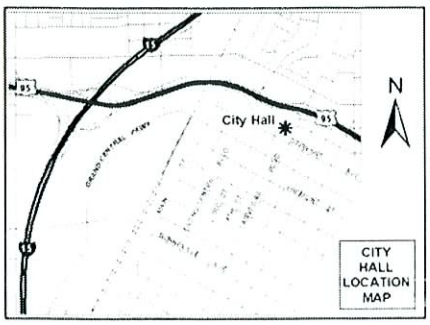

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MAR 31 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-33480
Planning Commission Meeting of 4/9/2009

Case: WVR-33480
14030518014
FANTACCI LOUIS A & RETA W
1430 JAMIELINN LN #203
LAS VEGAS NV 89110-5718

25 A

City of Las Vegas Agenda Item No.: **111.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

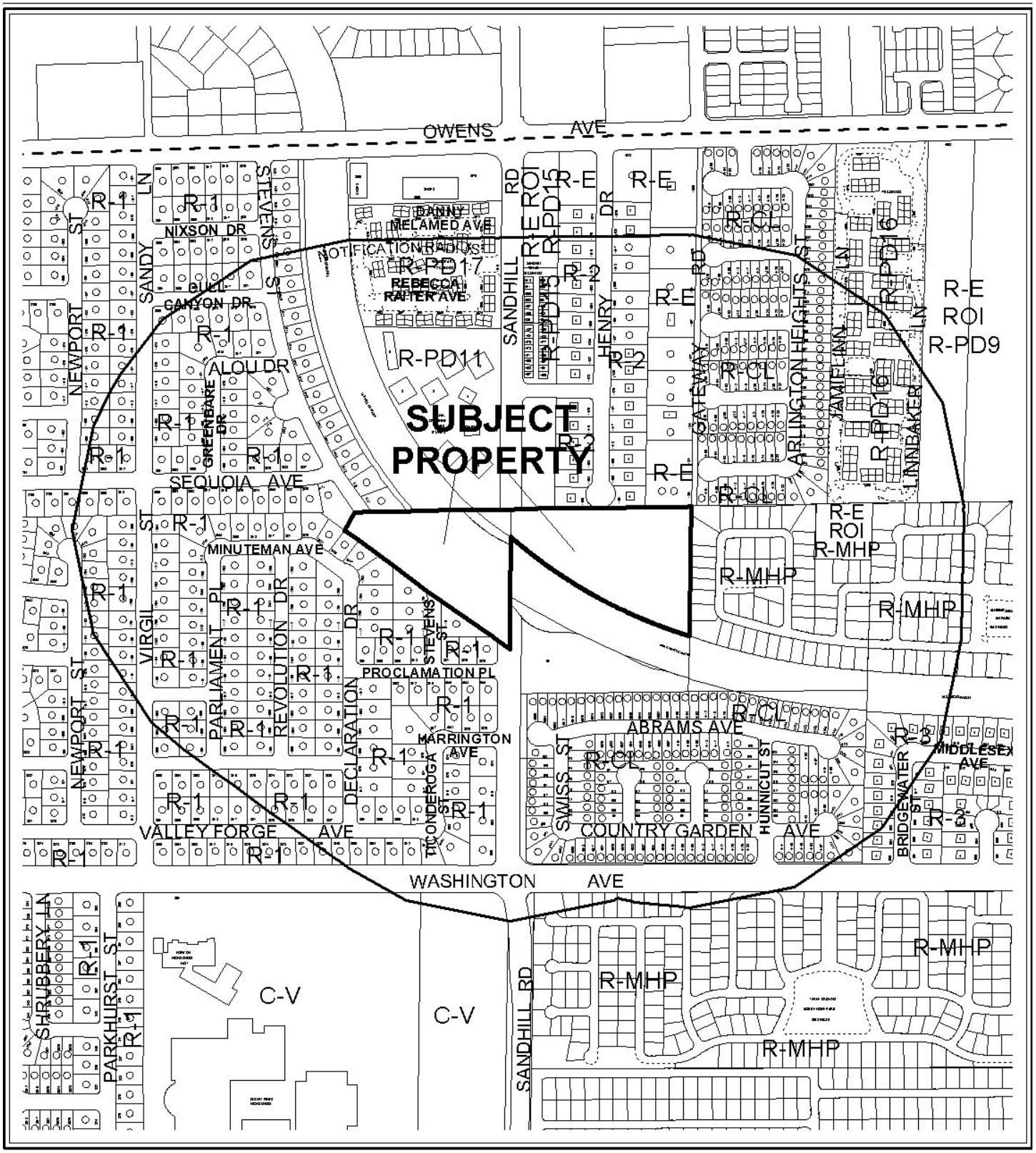
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33478, ZON-33479, AND WVR-33480 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK on 8.92 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 26

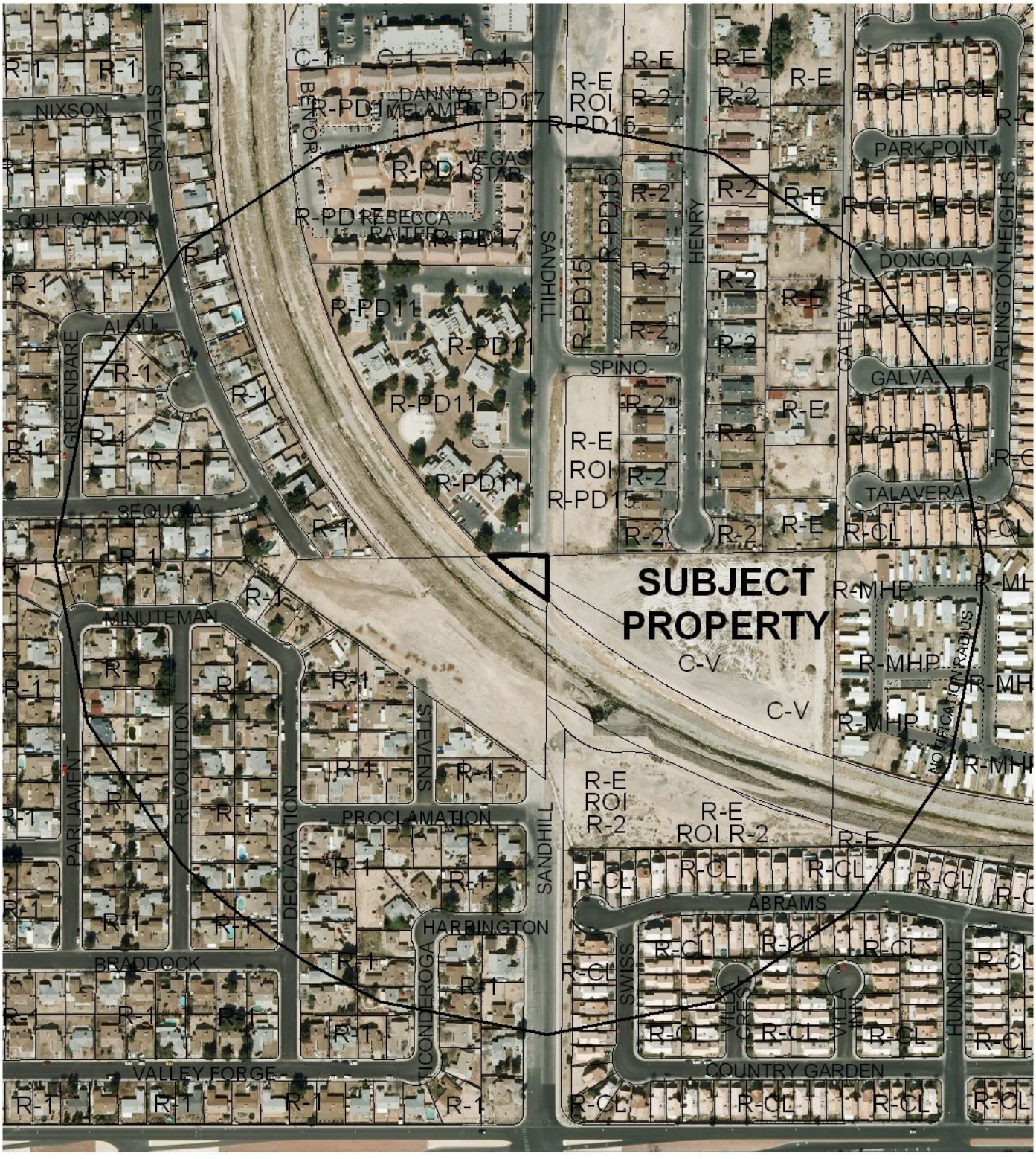


CASE: **SDR-33481**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-V (CIVIC) AND ROW (RIGHT-OF-WAY)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)



CASE: **SDR-33481**

RADIUS: 1000 FT

SUBJECT PROPERTY: ROW (RIGHT-OF-WAY)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

0 500 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33481 - APPLICANT/OWNER: CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the conditions for Waiver (WVR-33480) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. 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 02/17/09, except as amended by conditions herein.

4. 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.

5. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

6. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

7. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

8. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

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. A Waiver, such as WVR-33480, shall be approved prior to the issuance of any permits to allow Stevens Street to end in a terminus other than a cul-de-sac.

12. Construct all incomplete street improvements on both ends of Stevens Street adjacent to this site concurrent with development of this site in a manner acceptable to the City Engineer.

13. Provide drivable access to all public sewer manholes on site. No structures or landscaping over 3 feet tall shall be allowed within 10 feet on either side of a public sewer main. Coordinate with the Collection System Planning section of the Department of Public Works if site design requires re-routing of the existing 8" public sewer in order to accommodate the proposed locations of structures, landscaping or the drivable access to manholes.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed city park on 8.92 acres located at the intersection of the Las Vegas Wash and Sandhill Road. The applicant has also submitted applications for a General Plan Amendment (GPA-33478) to change the General Plan designation of a portion of the subject site from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space), a Rezoning (ZON-33479) to C-V (Civic) of a portion of the site that is currently right-of-way, and a Waiver (WVR-33480) of the Title 18.12.130 requirement for public streets to not terminate in a cul-de-sac. The proposed city park will provide recreation facilities for the adjacent residential neighborhoods, and also serve as a trailhead for access to the Las Vegas Wash trail. As such, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/07/08	The City Council approved requests for a General Plan Amendment (GPA-27207) from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space) and a Rezoning (ZON-27211) from R-E (Residence Estates) to C-V (Civic) on 4.91 acres located on the east side of Sandhill Road, adjacent to the north side of the Las Vegas Wash. Planning Commission and staff recommended approval.
04/09/09	The Planning Commission recommended approval of companion items GPA-33478, ZON-33479 and WVR-33480 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #26/sg).

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
02/03/09	A pre-application meeting was held to discuss the application requirements for a city park, including a General Plan Amendment, Rezoning, Waiver of Title 18 standards and Site Development Plan Review.

Neighborhood Meeting	
03/03/09	A neighborhood meeting was held from 6:00 to 6:30 pm at the Rafael Rivera Community Center, Room A, located at 2900 Stewart Ave, Las Vegas, Nevada 89101. There were four representatives for the applicant and one staff member from the Planning and Development Department in attendance. No members of the general public attended.

Field Check	
03/05/09	A field check was conducted by staff. The subject site is vacant and undeveloped land on either side of the Las Vegas Wash. The site was generally clean, but there was some graffiti located on the perimeter walls along the wash.

Details of Application Request	
Site Area	
Gross Acres	8.92 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped and ROW (Las Vegas Wash)	PR-OS (Parks/ Recreation/Open Space), PF (Public Facilities) and ML (Medium Low Density Residential) [Proposed: PR-OS (Parks/ Recreation/Open Space) and PF (Public Facilities)]	C-V (Civic) and ROW (Las Vegas Wash) [Proposed: C-V (Civic)]
North	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
	Apartments	ML (Medium Low Density Residential)	R-PD11 (Residential Planned Development - 11 Units per Acre)
	Undeveloped [Approved for Condominiums (Z-0053-83)]	ML (Medium Low Density Residential)	R-E (Residence Estates) Under Resolution of Intent to R-PD15 (Residential Planned Development - 15 Units per Acre)
	Apartments	ML (Medium Low Density Residential)	R-2 (Medium-Low Density Residential)
	Single- and Multi-Family Residences	ML (Medium Low Density Residential)	R-E (Residence Estates)
South	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
	Undeveloped [Approved for a Church/House of Worship (SDR-19484)]	ML (Medium Low Density Residential)	R-E (Residence Estates) Under Resolution of Intent to R-2 (Medium-Low Density Residential)

East	Mobile Home Park	ML (Medium Low Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
West	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Trails	X		Y
Rural Preservation Overlay District (Buffer Area)	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.020, the minimum development standards for property in the C-V (Civic) district shall be established by the City Council in connection with the approval of a rezoning application or administratively in connection with the approval of a site development plan review. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area.

Pursuant to Title 19.06.020, the following standards are proposed:

Standard	***Provided***
Min. Lot Size	388,555 SF
Min. Setbacks • Front • Side • Corner • Rear	 105 Feet 315 Feet N/A 200 Feet
Max. Building Height	1 Story (10 Feet)
Trash Enclosure	Roofed, gated
Mech. Equipment	Screened

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
		Parking Ratio	Regular	Handi-capped	Regular	Handi-capped	
Public Park	8.92 Acres	2 Spaces / gross acre	17	1	66	3	Y
TOTAL			18		69		Y

ANALYSIS

This is a request for a Site Development Plan Review for a proposed city park on 8.92 acres located at the intersection of the Las Vegas Wash and Sandhill Road. The applicant has also submitted applications for a General Plan Amendment (GPA-33478) to change the General Plan designation of a portion of the subject site from ML (Medium Low Density Residential) to PR-OS (Parks/Recreation/Open Space), a Rezoning (ZON-33479) to C-V (Civic) of a portion of the site that is currently right-of-way, and a Waiver (WVR-33480) of the Title 18.12.130 requirement for public streets to not terminate in a cul-de-sac. The proposed city park will provide recreation facilities for the adjacent residential neighborhoods, and also serve as a trailhead for access to the Las Vegas Wash trail. Therefore, staff is recommending approval of this request.

- **Zoning**

  The subject site has existing General Plan designations of PF (Public Facilities), PR-OS (Parks/Recreation/Open Space) and ML (Medium Low Density Residential). A proposed General Plan Amendment (GPA-33478) would change the ML (Medium Low Density Residential) designated portion of the site to PR-OS (Parks/Recreation/Open Space). The PF (Public Facilities) category allows for large government building sites and complexes, police, and fire facilities, hospitals and rehabilitation sites, sewage treatment and storm water control facilities, and other uses considered public or semi-public such as libraries and public utility facilities. The PR-OS (Parks/Recreation/Open Space) category allows large public parks and recreation areas such as public and private golf courses, trails, easements, drainage ways, detention basins, and any other large areas or permanent open land.

  The existing and proposed C-V (Civic) zoning district is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power and other public utility facilities. In addition, the C-V (Civic) district may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V (Civic) district is consistent with the Public Facilities and Parks/Recreation/Open Space categories of the General Plan.

- **Las Vegas Master Plan 2020**

Comprehensive Policy Plan

The proposed park furthers the Neighborhood Revitalization goals of the Las Vegas Master Plan 2020 by following Objective 2.4, which is to "ensure that the quality of existing residential neighborhoods within the City of Las Vegas is maintained and enhanced", through the implementation of Policy 2.4.1, which requires that "the City aggressively promote, on an opportunity basis, the acquisition and development of land for parks in central city locations." The development of a park at the subject site will provide needed recreation facilities for the existing surrounding residential communities, including access to the Las Vegas Wash Trail.

Parks and Recreation Element

The Parks and Recreation Element of the Las Vegas Master Plan 2020 contains the following priorities:

1. Develop neighborhood parks in areas with deficient service levels prior to the construction of other types of parks.

2. Develop mini-parks/urban parks in high density areas prior to the development of other types of parks.

3. Increase recreational opportunities in areas of high density development to meet the minimum functional and demographic standards for high density areas.

The proposed park site is located in the Southeast Sector where the overall parks acreage is considered well below adopted standards. Specifically, the proposed park is in Area #1 (Map 15), which is considered to be the #3 priority for developing new parks of any size. The subject site would be classified as a Neighborhood Park, based on the size and amenities provided, but would provide some services normally found in a Special Use park, such as the dog park facilities, as well as serving the broader community and region by providing access to the Las Vegas Wash Multi-Use Trail. The proposed park location is consistent with the priorities of the Parks and Recreation Element.

- **Site Plan**

The subject site is located at the intersection of Sandhill Road and the Las Vegas Wash, with proposed park facilities on either side of the wash and connected via a pedestrian bridge. On the north side of the wash, the proposed facilities include parking for 59, including two handicap spaces, restrooms, basketball court, soccer field, fitness cluster, dog park and picnic areas. On the south side of the wash, facilities include parking for ten, including one handicap space, a shaded playground, plaza area and picnic areas. A required Multi-Use Transportation Trail that follows the south edge of the Las Vegas Wash is brought into and through the park, which serves as a trailhead access point for the surrounding residential communities.

- **Landscape Plan**

  The landscape plan indicates the use of a large variety of trees throughout the park, including Desert Museum Palo Verde, Fan-tex Ash, Mondel Pines, Thornless Honey Mesquite, Texas Mountain Laurel, Evergreen Elms and Chaste trees. Shrubs include the Yellow Bird of Paradise, Baja Fairy Duster, Green Cassia, Brittlebush, Thundercloud Sage and Pink Muhly. A variety of accent plants and groundcover plants are also utilized. The selection of the tree types, sizes and quantities supports the City's Urban Forestry Initiative, as they are drought tolerant and adequate in size and number to provide screening for the adjacent residential properties and shade for all areas of the park.

- **Elevations**

  Elevations depict the restroom facility as a masonry structure with steel doors and a steel standing seam roof. The structure will consist of a color combination of "Desert Palm" and "Sandalwood" for the walls and "Forest Green" for the doors and roof. The structure is similar to restroom facilities located in parks throughout the city. No elevations were submitted for the shade structures depicted on the site, but they will be subject to review and approval by the Planning and Development Department at the time of building permit to ensure compatibility with the surrounding land uses.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed park is compatible with the 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;**

   The proposed park is consistent with the General Plan, Title 19 and the City's Urban Forestry Initiative.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site is accessed by Sandhill Road, an 80-foot Secondary Collector, and Henry Drive and Stevens Street, both Local Streets, as designated by the Master Plan of Streets and Highways, which are adequate to serve the requirements of the park use. The adjacent roadways and neighborhood traffic will not be negatively impacted by the park access.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials and landscape materials are appropriate for a city park facility.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed architectural and aesthetic features are not unsightly or obnoxious and will create an orderly and pleasing environment for the proposed park. A small utilitarian restroom facility is the only building within the park, and is similar to restroom facilities in other parks throughout the city.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 1,171 by City Clerk

APPROVALS 2

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-33481 APN: 140-30-601-001, 140-30-296-001 t 003

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: Clair Lewis

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Clair M. Lewis

Print Name: CLAIR M. LEWIS

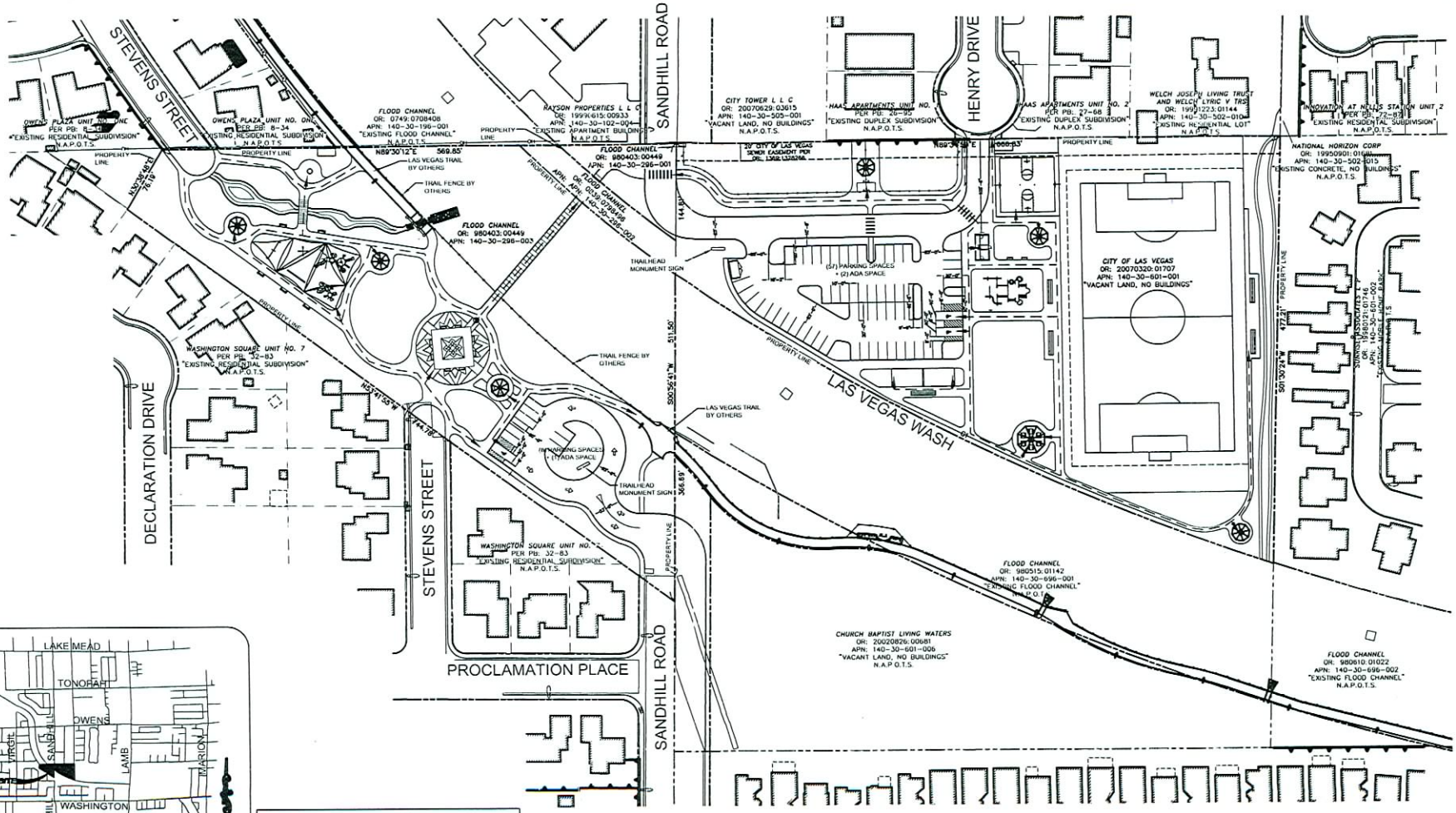
Subscribed and sworn before me

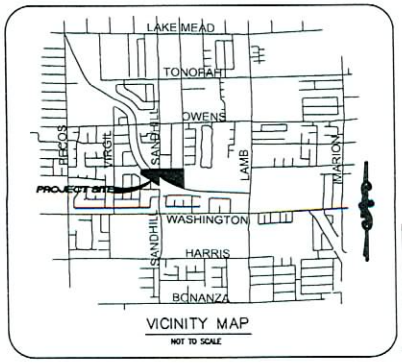
This 6th day of February, 2009

Gail D. Wilkinson

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
GAIL D. WILKINSON
Appt. No. 03-80551-1
My Appt. Expires March 6, 2011





PROJECT NOTES

PARK SITE PARKING: (57) STANDARD SPACES + (2) ADA SPACE= (59) SPACES
TRAILHEAD SITE PARKING: (8) STANDARD SPACES + (1) ADA SPACE= (9) SPACES
PARK AND TRAILHEAD SPACES= (67) TOTAL SPACES

ADA ACCESSIBILITY ROUTE

PARK AND TRAILHEAD MONUMENT SIGN = 3'-0" WIDE X 9'-0" LONG X 3'-10" HEIGHT

	RADIUS	LENGTH	DELTA	TANGENT	CHORD	BEARING
C1	2645.89'	736.10'	15°56'24"	370.44'	733.73'	S83°30'04"E

SCALE: 1"=50'-0"
50 25 0 50

W R G DESIGN INC.

SANDHILL OWENS PARK & TRAILHEAD

CITY OF LAS VEGAS

SITE PLAN
DATE: FEBRUARY 11, 2009

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

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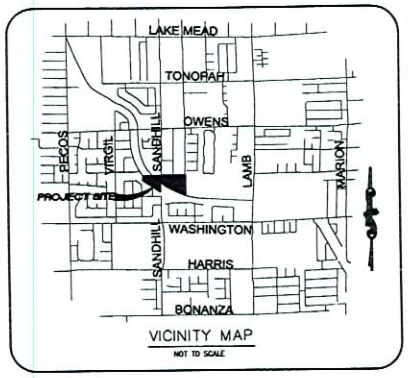
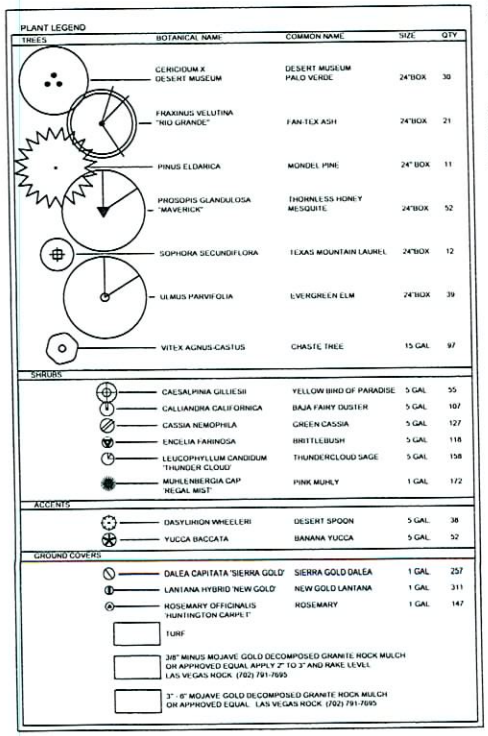
FEB 17 2009



VICINITY MAP
NOT TO SCALE



PLANT LEGEND

TREES	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	GERICIDIUM X DESERT MUSEUM	DESERT MUSEUM PALO VERDE	24"BOX	30
	FRAXINUS VELUTINA "RIO GRANDE"	FAN-TEX ASH	24"BOX	21
	PINUS ELDARICA	MONDEL PINE	24" BOX	11
	PROSOPIS GLANDULOSA "MAVERICK"	THORNLESS HONEY MESQUITE	24"BOX	52
	SOPHORA SECUNDIFLORA	TEXAS MOUNTAIN LAUREL	24"BOX	12
	ULMUS PARVIFOLIA	EVERGREEN ELM	24"BOX	39
	VITEX AGNUS-CASTUS	CHASTE TREE	15 GAL	97
SHRUBS				
	CAESALPINIA GILLIESII	YELLOW BIRD OF PARADISE	5 GAL	55
	CALLIANDRA CALIFORNICA	BAJA FAIRY DUSTER	5 GAL	107
	CASSIA NEMOPHILA	GREEN CASSIA	5 GAL	127
	ENCELIA FARINOSA	BRITTLEBUSH	5 GAL	118
	LEUCOPHYLLUM CANDIDUM 'THUNDER CLOUD'	THUNDERCLOUD SAGE	5 GAL	158
	MUHLENBERGIA CAP 'REGAL MIST'	PINK MUHLY	1 GAL	172
ACCENTS				
	DASYLIRION WHEELERI	DESERT SPOON	5 GAL	38
	YUCCA BACCATA	BANANA YUCCA	5 GAL	52
GROUND COVERS				
	DALEA CAPITATA 'SIERRA GOLD'	SIERRA GOLD DALEA	1 GAL	257
	LANTANA HYBRID 'NEW GOLD'	NEW GOLD LANTANA	1 GAL	311
	ROSEMARY OFFICINALIS 'HUNTINGTON CARPET'	ROSEMARY	1 GAL	147
	TURF			
	3/8" MINUS MOJAVE GOLD DECOMPOSED GRANITE ROCK MULCH OR APPROVED EQUAL APPLY 2" TO 3" AND RAKE LEVEL LAS VEGAS ROCK (702) 791-7695			
	3" - 6" MOJAVE GOLD DECOMPOSED GRANITE ROCK MULCH OR APPROVED EQUAL LAS VEGAS ROCK (702) 791-7695			

SCALE: 1"=50'-0"
50 25 0 50

W R G DESIGN INC.

SANDHILL OWENS PARK & TRAILHEAD

CITY OF LAS VEGAS

SCHEMATIC PLANTING PLAN
DATE: FEBRUARY 11, 2009

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

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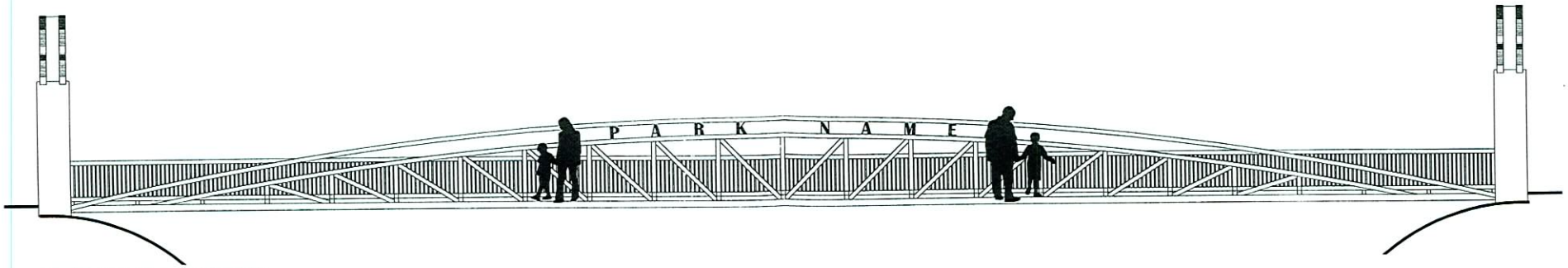

1 BRIDGE ELEVATION NTS



2 BRIDGE ENTRY ELEVATION NTS

Sandhill Owens Pedestrian Bridge

City of Las Vegas

Date: 02/11/09

W R G DESIGN INC

Concept 1A

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

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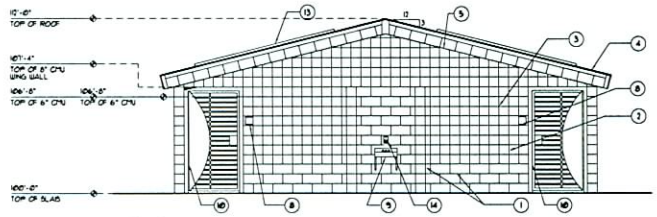

2 Elevation
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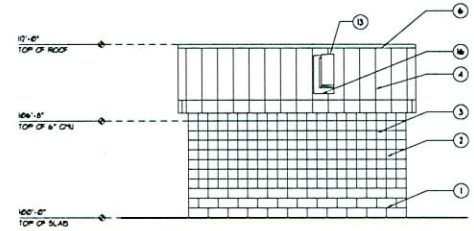

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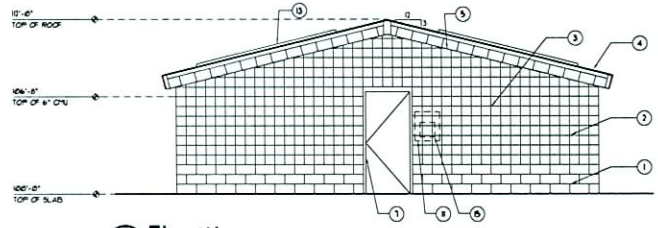

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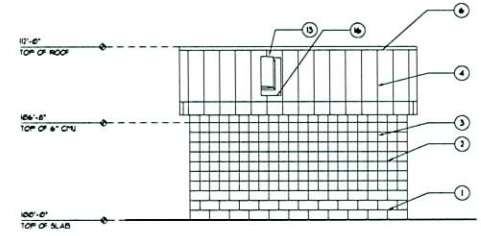

3 Elevation
Scale: 1/4"=1'-0"

Sheet Legend

- INDICATES MASONRY - PAINT VISTA #5013 - "SANDALWOOD"
- INDICATES MASONRY - PAINT VISTA #8467 - "DESERT PALM"
- BERRIDGE "FOREST GREEN"

General Notes

1. SEE STRUCTURAL DRAWINGS FOR REBAR LOCATIONS

Sheet Notes:

1. 8" X 8" X 16" SOLID GROUTED CMU W/ RUNNING BOND AND RAKE JOINT
2. 8" X 8" X 16" SOLID GROUTED SINGLE SCORE CMU W/ RUNNING BOND AND RAKE JOINT
3. 6" X 8" X 16" SOLID GROUTED CMU W/ RUNNING BOND AND RAKE JOINT - BLOCK TO BE INSET 2" FROM EXTERIOR FACE OF WALL
4. STANDING SEAM O/ 30# FELT O/ 1/2" FIBER BOARD O/ STEEL DECK
5. STANDING SEAM FASCIA TO MATCH ROOF COLOR AND FINISH
6. RIDGE FLASHING (COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL)
7. HOLLOW METAL DOOR AND FRAME - SEE DOOR TYPES
8. ALUMINUM SIGN - SEE SIGN SCHEDULE (TYP)
9. LAVATORY - SEE PLUMBING DRAWINGS
10. TUBE STEEL FRAME W/ STEEL GATE - SEE DOOR TYPES
11. MAIN DISCONNECT - PAINT TO MATCH ADJACENT SURFACES - SEE ELECTRICAL DRAWINGS
12. PHOTO CELL LOCATION - SEE ELECTRICAL DRAWINGS - PROVIDE WEATHER TIGHT SEAL
13. LIGHT WELL (PAINT TO MATCH STANDING SEAM ROOF PANEL)
14. LOCATION OF HAND DRYER
15. MAIN DISCONNECT SIGN - SEE DETAIL 5/A2
16. 18 GA G.I. LIGHT WELL FLASHING TO MATCH STANDING SEAM COLOR AND FINISH

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GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

DEPARTMENT OF PUBLIC WORKS

CITY OF LAS VEGAS NEVADA

REVISIONS

CONSULTANT

Sandhill/Owens Park and Trailhead
Two Fixture Restroom

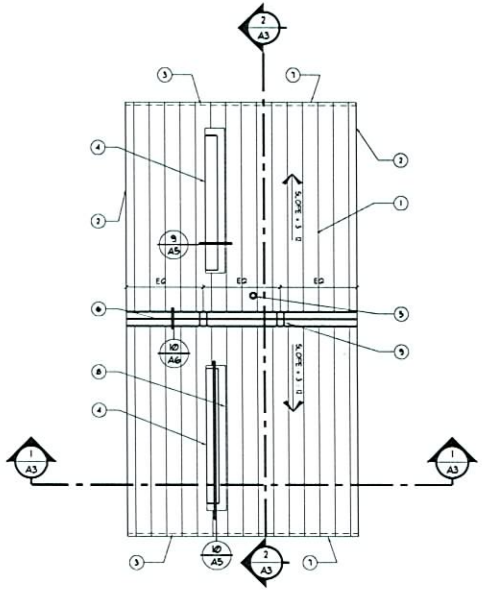
Exterior Elevations

STAMP

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-8535
FAX: (702) 384-4848
TDD: (702) 386-9108

DRAWN: mp
FILE: 'po2a2
DATE: February 2009
SCALE: 1/4"=1'-0"
BID NO
CLV DWG NO
DATE NO
RR- A2

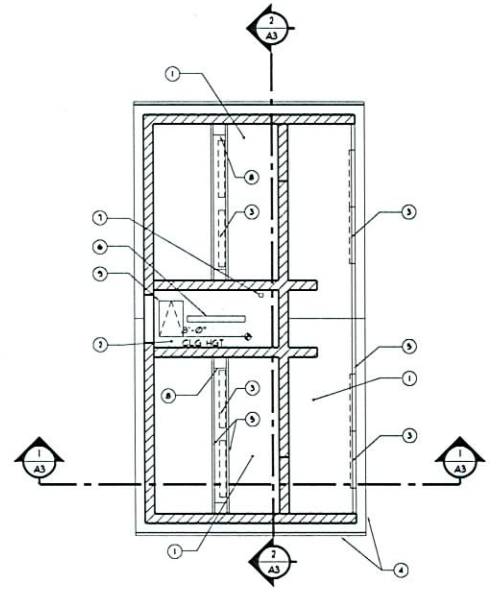


Roof Plan

Scale: 1/4"=1'-0"

Roof Plan Notes:

1. STANDING SEAM O/ 30# FELT O/ 1/2" FIBER BOARD O/ METAL DECK
2. EDGE OF STANDING SEAM GABLE FASCIA - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
3. LINE OF STANDING SEAM EAVE BELOW
4. LIGHT WELL - PAINT TO MATCH STANDING SEAM ROOF PANEL
5. PLUMBING VENT STACK - SEE DETAIL 1/A6 FOR FLASHING REQUIREMENTS
6. 16 GA G.I. RIDGE CAP - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
7. EDGE OF STANDING SEAM FASCIA - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
8. LIGHT WELL FLASHING - SEE DETAILS INDICATED - COLOR AND FINISH TO MATCH STANDING SEAM ROOF PANEL
9. RIDGE CAP EXPANSION COVER - LOCATE PER ROOF PLAN - SEE DETAIL 11/A6

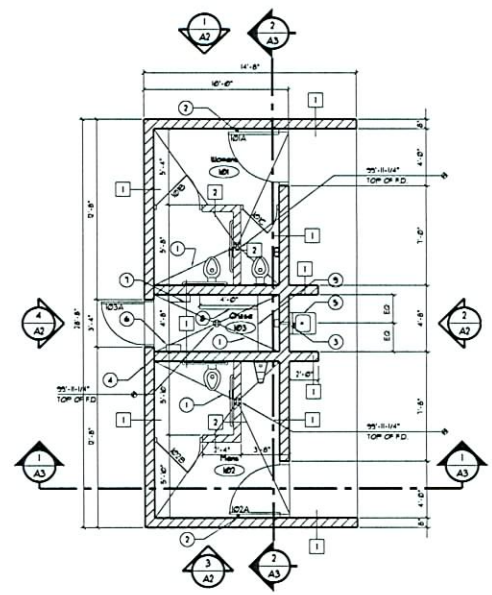


Reflected Ceiling Plan

Scale: 1/4"=1'-0"

Reflected Ceiling Plan Notes:

1. OPEN TO STRUCTURE (PAINT COLOR *)
2. GYP BOARD CEILING - SEE SPECS
3. LIGHT FIXTURES W/ CONCEALED MOUNT (TYP) - SEE ELECTRICAL DRAWINGS
4. EDGE OF FASCIA - TYP
5. ROOF FRAMING - SEE STRUCTURAL (PAINT COLOR *)
6. SURFACE MOUNTED LIGHT FIXTURE - SEE ELECTRICAL DRAWINGS
7. PLUMBING VENT STACK - SEE PLUMBING DWGS
8. LIGHT WELL (TYP) (PAINT COLOR *)
9. 20" X 30" CEILING ACCESS PANEL - SEE SPECS



Floor Plan

Scale: 1/4"=1'-0"

Floor Plan Notes:

1. SLOPE CONCRETE FLOOR TO PROVIDE PROPER DRAINAGE. THE PERIMETER OF THE ROOMS IS A BASE HEIGHT FINISH FLOOR MARK OF 100'-0" AFF.
2. 1/4" X 5" X 4" X 6" BENT PLATE - SEE DETAIL 5/A3
3. HAND DRYER - SEE SPECIFICATIONS FOR TYPE. PROVIDE CUT-OUT IN CMU AS REQUIRED FOR UNIT. CENTER UNIT OVER LAVATORY AND MOUNT @ 44" AFF. TO CENTER OF EXPOSED PORTION OF UNIT.
4. MAIN DISCONNECT WITH SIGNAGE - SEE ELECTRICAL DRAWINGS.
5. LAVATORY (MOUNT @ 34" MAX TO TOP OF RIM TYP) - SEE PLUMBING DRAWINGS
6. HEATER W/ THERMOSTAT - SEE ELECTRICAL/MECHANICAL DRAWINGS
7. ELECTRICAL PANEL - PROVIDE 36" CLEAR IN FRONT OF PANEL SEE ELECTRICAL DRAWINGS
8. 3/4" X 12" DEEP EXT. GRADE PLYWOOD SHELVING. PROVIDE L-BRACKET AT EA. END AND ONE INTERMEDIATE BRACKET. TYP. COORDINATE LOCATION W/ PLUMBING EQUIPMENT AND ELECTRICAL EQUIPMENT. MOUNT SHELVES @ 6'-0" AFF. T.V.
9. 3/4" X 18" DEEP EXT. GRADE PLYWOOD SHELVING. PROVIDE L-BRACKET AT EA. END AND ONE INTERMEDIATE BRACKET. TYP. COORDINATE LOCATION W/ PLUMBING EQUIPMENT AND ELECTRICAL EQUIPMENT. MOUNT SHELVES @ 6'-0" AFF. T.V.

Wall Legend

1. 8" X 8" X 16" SOLID GROUTED CONCRETE MASONRY UNIT W/ RUNNING BOND AND RAKE EXTERIOR JOINTS AND TOOLED CONCAVE INTERIOR. SEE FINISH SCHEDULE AND EXTERIOR ELEVATIONS FOR PAINT REQUIREMENTS AND CMU TYPES
2. 6" X 8" X 16" SOLID GROUTED CONCRETE MASONRY UNIT W/ RUNNING BOND AND TOOLED CONCAVE JOINT. SEE FINISH SCHEDULE FOR PAINT REQUIREMENTS AND CMU TYPE. PROVIDE 2" MASONRY CAP

RECEIVED

FEB 17 2009

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS

Sandhill/Owens Park and Trailhead
Two Fixture Restroom

Floor Plan, Reflected Ceiling Plan, Roof Plan

OWNER: CITY OF LAS VEGAS
DEPARTMENT OF PUBLIC WORKS
ARCHITECTURAL SERVICES

400 EAST STEWART AVENUE
LAS VEGAS, NEVADA 89101
PHONE: (702) 229-6531
FAX: (702) 384-4848
TDD: (702) 386-9108

DRAWN: RWD
FILE: rrpa1
DATE: February 2009
SCALE: 1/4"=1'-0"
REV NO:
CLV DWG NO:
SHT NO: RR– A1

SDR 33481

Chris Jhawar

Intersection of Las Vegas Wash and Sandhill Rd.

Proposed 8.92-acre city park development.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CITY PARK [ACRES]	8.92	1.59	14
AM Peak Hour			0.00	0
PM Peak Hour			0.13	1
(heaviest 60 minutes)				

Existing traffic on all nearby streets:

Sandhill Rd. (North)	
Average Daily Traffic (ADT)	3,176
PM Peak Hour	254
(heaviest 60 minutes)	
Sandhill Rd. (South)	
Average Daily Traffic (ADT)	1,838
PM Peak Hour	147
(heaviest 60 minutes)	
Owens Ave.	
Average Daily Traffic (ADT)	22,326
PM Peak Hour	1,786
(heaviest 60 minutes)	
Washington Ave.	
Average Daily Traffic (ADT)	17,798
PM Peak Hour	1,424
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Sandhill Rd. (North)	16900
Sandhill Rd. (South)	17745
Owens Ave.	51800
Washington Ave.	34500

This project will add approximately 14 trips per day on Sandhill Rd., Owens Ave., and Washington Ave. This will increase expected volumes by less than 1 percent on all of these streets. Currently, Sandhill (North) is at about 19 percent of capacity, Sandhill (South) is at about 10 percent of capacity, Owens is at about 43 percent of capacity, and Washington is at about 52 percent of capacity.

Based on Peak Hour use, this development will add roughly 1 additional car into the area.

Note that this report assumes all traffic from this development uses all named streets.



SDR-33481 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33481 - APPLICANT/OWNER: CITY OF LAS VEGAS
INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



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INTERSECTION OF THE LAS VEGAS WASH AND SANDHILL ROAD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN,
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

JORGE CERVANTES
PUBLIC WORKS DIRECTOR

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

OFFICE 702.229.6535

FAX 702.384.4846

TDD 702.386.9108

www.lasvegasnevada.gov

February 9, 2009

City of Las Vegas
Department of Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Current Planning

RE: Justification Letter for Sandhill Owens Park and Trailhead
General Plan Amendment- APN: 140-30-296-001
Rezoning- APN: 140-30-296-001, 140-30-296-003
Site Development Review- 140-30-296-001 t 003, 140-30-601-001
Wavier of Title 18.12.130 cul-de-sacs- 140-30-601-001, 140-30-296-001 t 003

Dear Planning:

The City of Las Vegas proposes to construct Sandhill Owens Park and Trailhead (Official Name: "Douglas A. Selby Park and Trailhead") on approximately 8.7 acres, generally located on the center line of Sandhill Road if Sandhill continued through the site and south of Owens Avenue, and hereby submits an application for a General Plan Amendment, Rezoning, Site Development Review, and a Waiver of Title 18.12.130 cul-de-sacs. The park and trailhead is comprised of several parcels, city owned and city acquired. The General Plan Amendment (APN: 140-30-296-001) will amend the smallest parcel from ML to PR-OS. The Rezoning (APN: 140-30-296-001, 140-30-296-003) will change a small portion of the park and the trailhead parcel from ROW to C-V. The Site Development Review (APN: 140-30-296-001, 140-30-296-003, 140-30-601-001) shows the proposed development of the park and trailhead parcels. The Wavier of Title 18.12.130 cul-de-sacs (APN: 30-140-30-601, 140-30-296-001, 140-30-296-003) will allow the City to construct the park and trailhead as proposed, maximizing the trailhead amenities. The site plan as presented will not change the existing street conditions and will assist with a turn-a-round. The limited distance of Stevens Street currently allows for emergency access. If required, the requirement of a full cul-d-sac would diminish the integrity of the trailhead greatly. Therefore, I am requesting a waiver of Title 18.12.130 cul-de-sacs.

The proposed park improvements include a synthetic turf field for soccer, restroom, fitness cluster, basketball court, dog runs and parking. The trailhead improvements include a shaded playground for all age groups, picnic areas, and area for a future restroom, fun ball area, plaza, kiosk, trail, trail signage and parking. A pedestrian bridge will span the Las Vegas Wash making both sites accessible.

WRG Design Inc. was the successful consultant selected by the City to perform the design services for the park, trailhead and bridge. They are a multi-discipline firm specializing in park, trailhead and recreational

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

development, and have been successful on similar types of projects in the valley. They bring many years of experience to the project.

The City of Las Vegas looks at this project as a winning solution that will assist with the growing demands for park and trailheads in the Las Vegas valley and will enhance the safety and welfare of the surrounding area. Please recommend approval of this project and the requested waiver as presented. Thank you.

If you have any questions, please contact me at 229-2096

Clair M. Lewis, ASLA, NV RLA#239, CLARB Cert. #1340
Landscape Architect
City of Las Vegas Public Works
229-2096 (fax) 464-5704

GPA-33478 ZON-33479
WVR-33480 SDR-33481
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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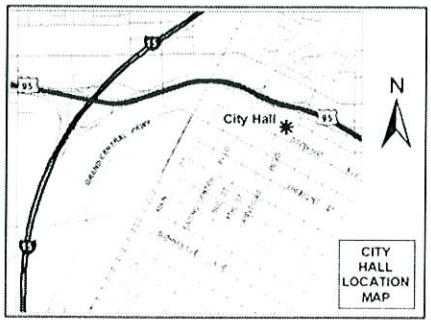
MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33481

Planning Commission Meeting of 4/9/2009

RECEIVED
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Case: SDR-33481

14030112040
BLEVINS BRENDA
160 LAILANI ST
LAS VEGAS NV 89110-5113

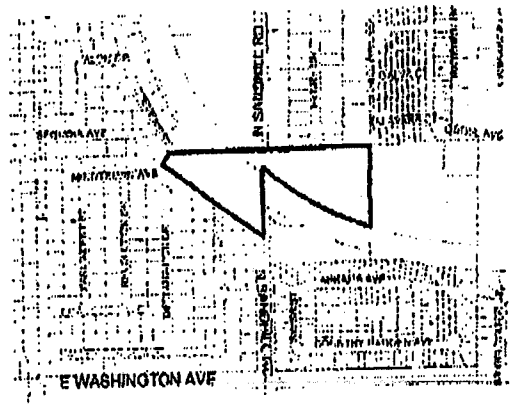
26P

Application Information

SDR-33481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33478, ZON-33479, AND WVR-33480 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK on 8.92 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese)

This is a dangerous move. The wash can rise to overflowing, even with flood control measures. I have lived in this neighborhood for more than 40 years and flood has taken place that rises to the top of the Channel. To put a park here is asking for trouble. The wash is a natural flood channel and to make it into a park is short sighted at best.

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 09, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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, fi written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on Gen 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 d of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (7 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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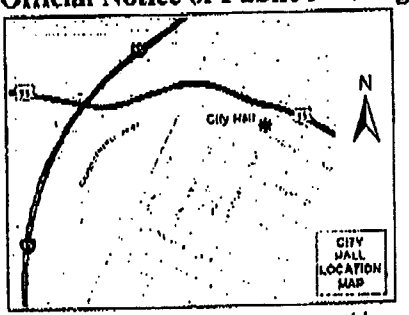

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33481
Planning Commission Meeting of 4/9/2009

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APR 03 2009

Case: SDR-33481
14030112026
BOWLER GEORGE S & JANNA LANE
3904 CULL CANYON DR
LAS VEGAS NV 89110-1103

Submitted after final agenda

Date 4/3/09 Item 26P

8911081103 C059

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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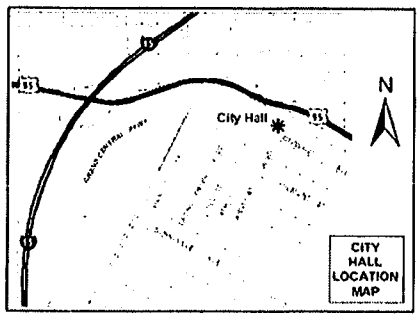

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SDR-33481
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SDR-33481
14030213003
SCHMIDT EDGAR
P O BOX 19521
LAS VEGAS NV 89132-0521

Submitted after final agenda

Date Item 26A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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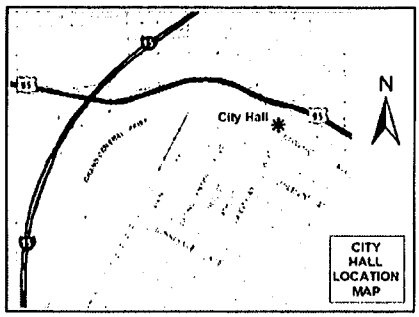

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SDR-33481
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SDR-33481
14030519030
STEVENS FAMILY TRUST
703 S HORSEPEN RD
HARRELLS NC 28444-9223

Submitted after final agenda

Date

Item 26A

TUE/MAR/31/2009 03:02 PM Silver Star Plumbing FAX No. 7024317730 P. 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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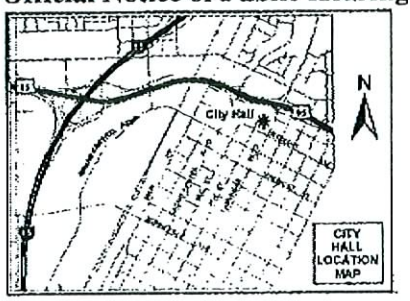

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Case: SDR-33481

14030613002
LOPEZ ARNULFO
4029 ABRAMS AVE
LAS VEGAS NV 89110-5799

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33481
Planning Commission Meeting of 4/9/2009

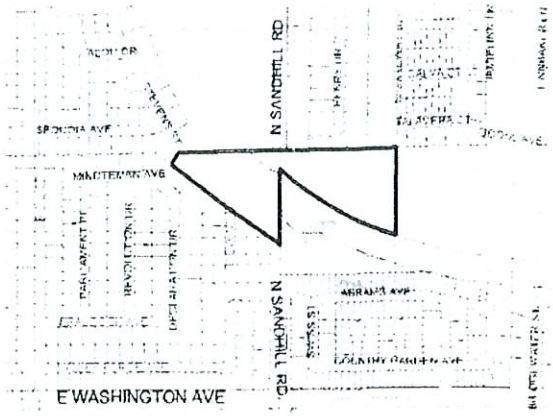
26A

Application Information

SDR-33481 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33478, ZON-33479, AND WVR-33480 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED CITY PARK on 8.92 acres located at the intersection of the Las Vegas Wash and Sandhill Road (APN 140-30-296-001 thru 003 and 140-30-601-001), [Proposed: C-V (Civic)], Ward 3 (Reese)

Great idea.

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 09, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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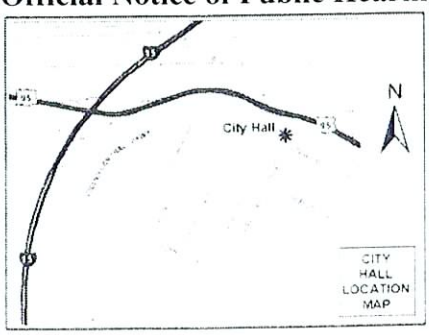

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33481
Planning Commission Meeting of 4/9/2009

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MAR 31 2009

Case: SDR-33481
14030518014
FANTACCI LOUIS A & RETA W
1430 JAMIELINN LN #203
LAS VEGAS NV 89110-5718

26A

City of Las Vegas Agenda Item No.: **112.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

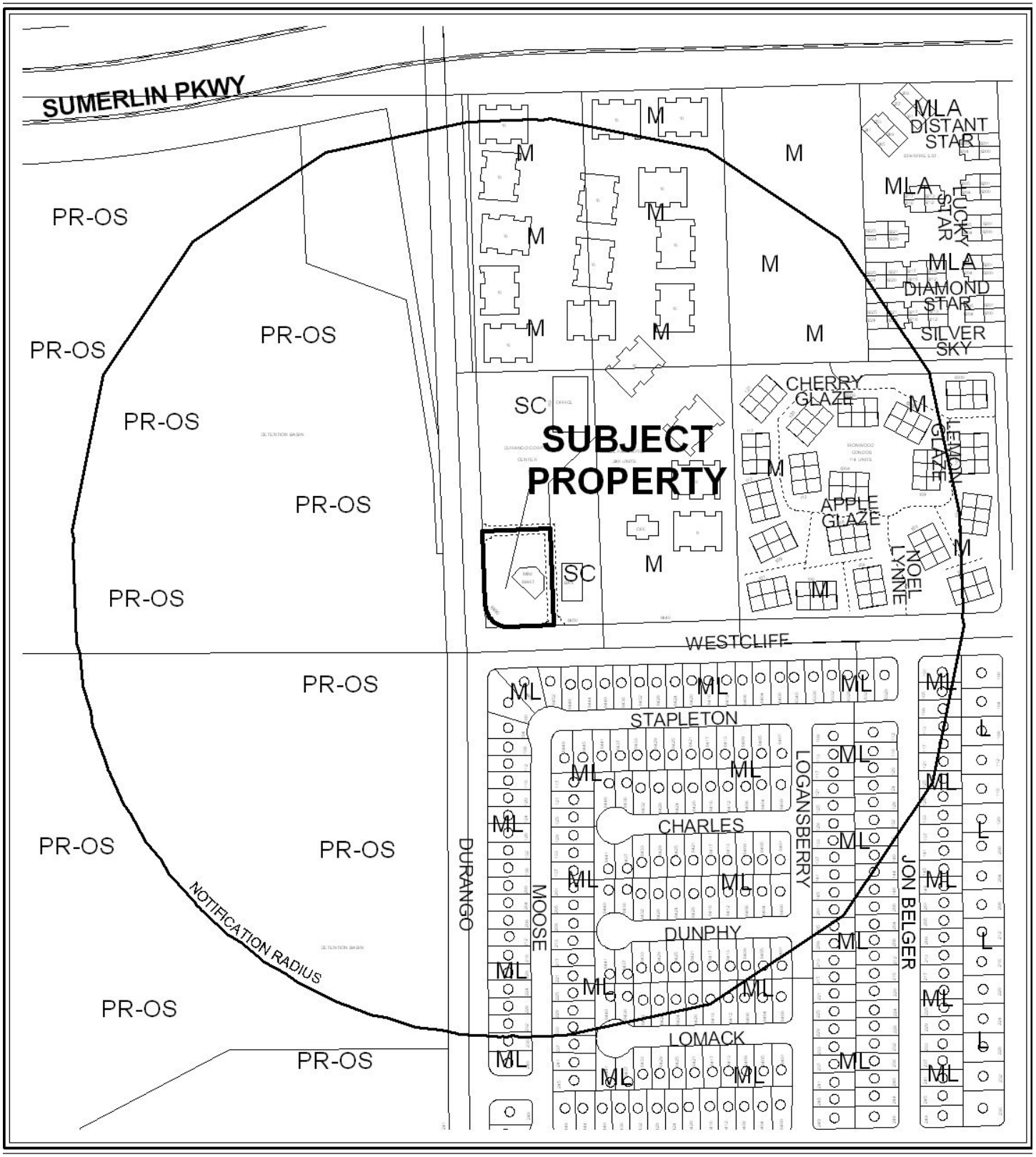
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-33542 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.87 acres at 8490 Westcliff Drive (APN 138-28-401-009), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 27



CASE: **GPA-33542**

RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
GC (GENERAL COMMERCIAL)

N


SUMERLIN PKWY
PR-OS
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SUBJECT PROPERTY
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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-33542 - APPLICANT/OWNER: RED CARD, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Amend a portion of the Southwest Sector Plan of the General Plan from SC (Service Commercial) to GC (General Commercial) on 0.87 acres at 8490 Westcliff Drive. In addition to this application, the applicant has submitted a request for a Rezoning (ZON-33543) from C-1 (Limited Commercial) to C-2 (General Commercial), a Special Use Permit (SUP-33544) for a Truck Rental establishment and a Major Amendment (SDR-33546) to an approved Site Development Plan Review (Z-0110-90) to eliminate required landscape and to add truck storage for a proposed Truck Rental Establishment in conjunction with an existing Convenience Store and Restaurant. Staff has determined that the proposed General Plan Amendment would create an isolated General Plan land use designation of GC (General Commercial), with the nearest related uses located approximately 1,800 feet to the west at Alta Drive and Rampart Boulevard. The proposed General Plan designation is not compatible with the surrounding land use designations and zoning districts, as the uses allowed by the GC (General Commercial) designation much more intense; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/07/90	The City Council approved a Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/25/91	The Planning Commission accepted a withdrawal of a Plot Plan and Building Elevation Review [Z-0110-90(1)] for a proposed Shopping Center located at the northeast corner of Westcliff Drive and Durango Drive.
04/01/92	The City Council approved a Reinstatement and Extension of Time [Z-0110-90(2)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
04/30/92	The City Council approved a Special Use Permit (U-0036-92) to allow the sale of beer and wine, and the sale of gasoline, in conjunction with a proposed Convenience Store, and to allow a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.

05/19/93	The City Council approved an Extension of Time [Z-0110-90(3)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/04/93	The City Council approved an Extension of Time [U-0036-92(1)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/12/94	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0110-90(5)] for a temporary construction trailer to be located at the northeast corner of Westcliff Drive and Durango Drive. Staff recommended approval of this request.
05/18/94	The City Council approved an Extension of Time [Z-0110-90(4)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/09/94	The City Council approved an Extension of Time [U-0036-92(2)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
03/19/08	The City Council approved a Special Use Permit (SUP-25955) for a Package Liquor Off-Sale Establishment in conjunction with an existing Convenience Store at 8490 Westcliff Drive. The Planning Commission and staff recommended approval of this request.
04/09/09	The Planning Commission recommended denial of companion items ZON-33543, SUP-33544 and SDR-33546 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #27/dc).
Related Building Permits/Business Licenses	
08/15/97	A building permit (#97016880) was issued for a new building certificate of occupancy at 8490 Westcliff Drive. The permit received final approval 03/31/98.
08/15/97	A building permit (#97016881) was issued for onsite improvements at 8490 Westcliff Drive. The permit received final approval 03/05/98.
12/22/97	A building permit (#97025190) was issued for a new commercial building at 8490 Westcliff Drive. The permit received final approval 02/10/98.

01/21/98	A building permit (#98001099) was issued for exterior wall signage at 8490 Westcliff Drive. The permit received final approval 03/03/98

03/24/98	A building permit (#98006012) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/11/00 without receiving final approval.
04/23/99	A building permit (#99007845) was issued for a 6.25 square-foot exterior wall sign at 8490 Westcliff Drive. The permit received final approval 02/23/00.
06/12/02	A building permit (#02010547) was issued for a channel letter wall sign and light band at 8490 Westcliff Drive. The permit expired 12/14/02 without receiving final approval.
07/31/02	A building permit (#02013792) was issued for a tenant improvement remodel at 8490 Westcliff Drive. The permit received final approval 09/25/02.
05/20/03	A building permit (#03010225) was issued for a sign at 8490 Westcliff Drive. The permit received final approval on 08/22/03.
05/21/03	A building permit (#03010265) was issued for a water kiosk at 8490 Westcliff Drive. The permit received final approval on 10/09/03.
12/09/03	A business license (#P35-00642) was issued for a pay phone location at 8490 Westcliff Drive. The license is currently active.
10/19/05	A building permit (#05007416) was issued for a kitchen remodel at 8490 Westcliff Drive. The permit received final approval on 01/27/06.
09/26/06	A building permit (#06006102) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/31/07 without receiving final approval.
10/05/06	A building permit (#06006269) was issued for a sign at 8490 Westcliff Drive. Final approval of this permit was rejected 04/02/07 and the permit subsequently expired 09/29/07.
10/05/06	A business license (#L10-00264) was issued for beer/wine/cooler off-sale at 8490 Westcliff Drive. The license was marked out 03/20/08.
10/24/06	A business license (#G01-02269) was issued for restricted gaming at 8490 Westcliff Drive. The license is currently active.
11/07/06	A business license (#C15-00312) was issued for a convenience store/deli at 8490 Westcliff Drive. The license is currently active.
11/20/06	A business license (#C05-02255) was issued for retail tobacco sales at 8490 Westcliff Drive. The license is currently active.
05/24/07	A building permit (#07001743) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 09/20/07.
03/26/08	A business license (#L15-00141) was issued for package liquor sales at 8490 Westcliff Drive. The license is currently active.
04/19/08	A business license (#C08-01795) was issued for amusement machines at 8490 Westcliff Drive. The license is currently active.
05/22/08	A building permit (#08000183) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 08/12/08.
08/06/08	A business license (#R07-00831) was issued for a restaurant at 8490 Westcliff Drive. The license is currently active.
01/08/08	A Code Enforcement complaint (#70530) was processed for signage on city property. The case was resolved 10/10/08.

Pre-Application Meeting	
02/04/09	A pre-application meeting was held with the applicant where the submittal requirements of a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review were discussed.
Neighborhood Meeting	
03/10/09	A neighborhood meeting was held on Tuesday March 10, 2009 at 5:30 pm at the La Petite Academy, Training Room, located at 8451 Boseck Drive, Las Vegas, Nevada 89145. There was one representative of the applicant and one member of the Planning and Development Department in attendance at the meeting. There were no members of the general public present. The meeting was called to an end at 6:00 PM.
Field Check	
03/05/09	A field check was conducted by staff at the subject site. The subject property contained an existing Convenience Store with Fuel Pumps and a Restaurant within a single building. While the site was generally clean, staff noted that the window signage exceeded the 25% coverage permitted by Title 19.14, and the total area of wall signage exceeded the 20% maximum permitted by Title 19.14. In addition, a non-permitted wooden sign was noted at the northwest corner of the site fronting Durango Drive, the trash enclosure was missing the required screening gate, along with four rental trucks and two rental trailers parked on site.

Details of Application Request	
Site Area	
Gross Acres	0.87

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Convenience Store and Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Residences	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
West	Golf Course and Detention Basin [Approved Park and Ride Facility (SDR-26815) and Community Recreational Facility (SDR-27898)]	PR-OS (Parks/Recreation/ Open Space)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is located in the Southwest Sector of the General Plan and has a current General Plan designation of SC (Service Commercial). This is a proposal to amend the General Plan designation to GC (General Commercial). The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

A companion application to Rezone (ZON-33543) the site from the C-1 (Limited Commercial) district to the C-2 (General Commercial) district has also been submitted by the applicant. The proposed C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

With the approval of this proposed General Plan Amendment to the GC (General Commercial) land use designation and Rezoning (ZON-33543) to the C-2 (General Commercial) zoning district, the existing Convenience Store and Restaurant uses are permissible while the proposed Truck Rental establishment is a permissible use upon the approval of a Special Use Permit. The surrounding parcels to the north and east carry a SC (Service Commercial) General Plan land use designation, with a related zoning district of C-1 (Limited Commercial), while the parcels to the south are single-family residences with a General Plan land use designation of ML (Medium Low Density Residential), with a related zoning district of R-CL (Single Family Compact-Lot). The parcel to the west has been approved for a 472-square-foot Community Recreation Facility and a 141-space Park and Ride facility on property with a General Plan land use designation of PR-OS (Parks/Recreation/Open Space) and a related zoning district of C-V (Civic).

This request to amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) to GC (General Commercial) is inconsistent with the surrounding land uses and will result in an isolated land use designation for the subject property. The range of uses permitted within a GC (General Commercial) land use designation are much more intense than those permitted under the current land use designation and will have a negative impact on the surrounding area; therefore, staff recommends denial of this request.

FINDINGS

Section 19.18.030.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,

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 Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The proposed GC (General Commercial) General Plan designation for the subject property is not compatible with the existing SC (Service Commercial) properties that surround the site. The increase in the intensity of allowable uses will create an incompatibility and inconsistency with the surrounding area.

In regard to "2":

The C-2 (General Commercial) zoning designation allowed by the proposed General Plan Amendment will be much more intense than the zoning districts permitted by the surrounding SC (Service Commercial) land use designations. The C-2 (General Commercial) zoning district will be the most intense zoning district within the surrounding area and will permit the broadest scope of commercial development, and therefore, is not compatible with the surrounding uses.

In regard to "3":

Access to the site is provided by Westcliff Drive and Durango Drive, both 100-foot Primary Arterials as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

In regard to "4":

No other plans apply to this site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT	34
SENATE DISTRICT	8
NOTICES MAILED	288 by City Clerk
APPROVALS	1
PROTESTS	7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-33542** APN: 138-28-401-009

Name of Property Owner: REDCARD, LLC

Name of Applicant: CONVENIENCE SUPER STORE

Name of Representative: MURRAY PETERSEN

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ____✓____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Murray Petersen

Print Name: MURRAY PETERSEN

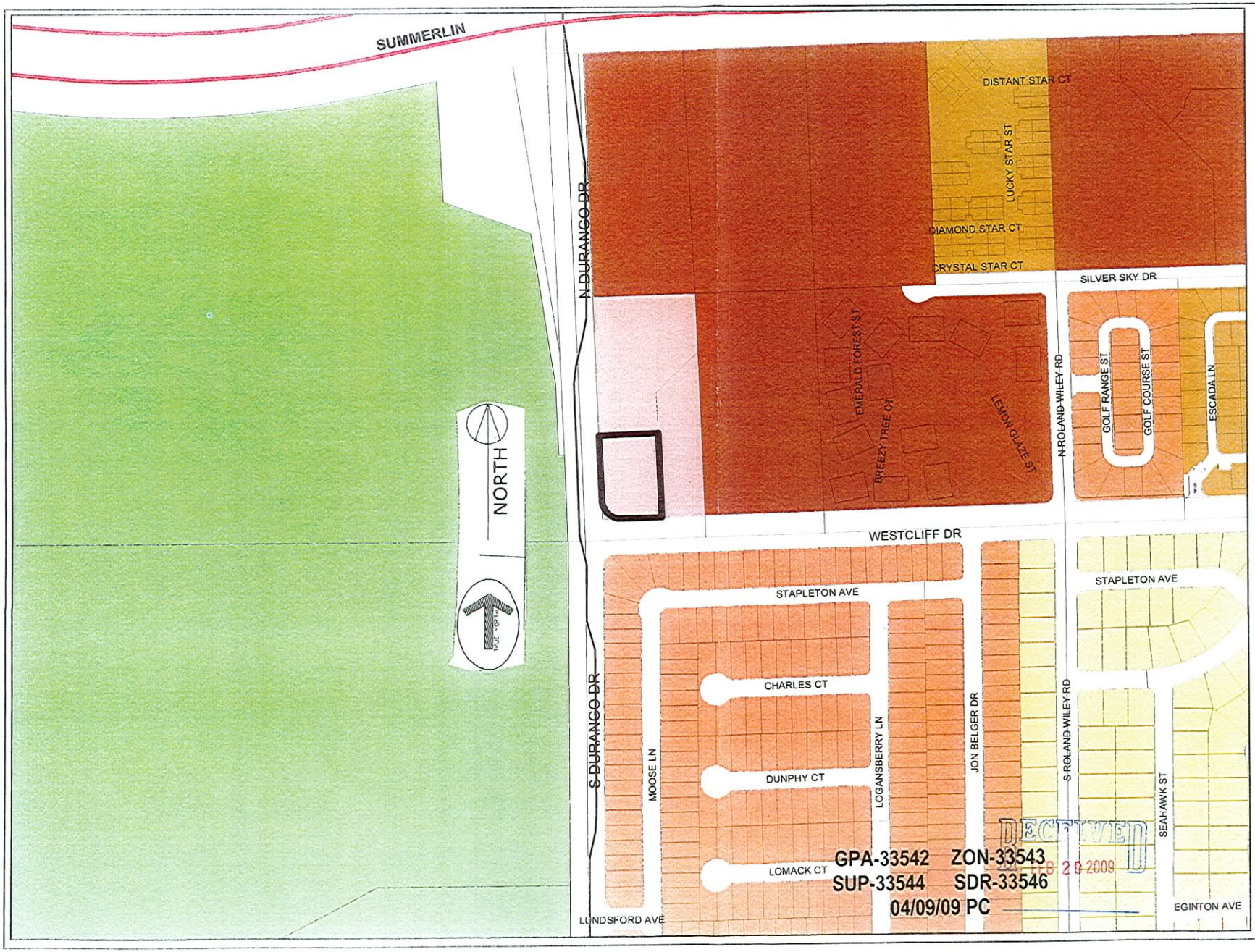
Subscribed and sworn before me

This 18th day of FEBRUARY, 2009

_____
Notary Public in and for said County and State

CLARK, NEVADA

Notary Public - State of Nevada
County of Clark
LUIS DIAZ-PINA
My Appointment Expires
June 20, 2012
No: 08-7728-1



City of Las Vegas

General Plan Designation

Subject Parcel
138-28-401-009
From: SC
To: GC

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Right - of - Way

Printed February 10 2009



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33542 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Sinclair

DQ Dairy Queen

USPS AUTHORIZED SHIPPING SITE

CONVENIENCE SUPER STORE

Feb. 19, 2009

Planning and Development
City of Las Vegas
731 S. Fourth St.
Las Vegas, NV 89101

JUSTIFICATION LETTER
General Plan Amendment

We are interested in offering TRUCK RENTALS, U-HAUL Trucks and Trailers specifically, for rent at our business located at 8490 Westcliff Drive. Our current zoning, C-1, does not allow for the use. We are requesting a zoning change from C-1 to C-2, with a General Plan Amendment Change from SC to GC, and a Special Use Permit to allow a Truck Rental. Additionally, we are submitting a Site Development Plan Review to request an increase of parking spaces.

Our current parking plan allows for 22 parking spaces including Handicapped and ADA accessible. Our new parking plan, if approved, will allow 28 total parking spaces including Handicapped and ADA accessible. The new parking plan will designate a total of 6 spaces dedicated to Truck and Trailer Rental; consequently, our maximum truck and trailer on site parking will be limited to 6.

The TRUCK RENTAL (U-Haul) will be designated a "U-Haul Dealer," whereby the rental and sale of moving items is incidental to our existing convenience store business. We will not be a "Service Center" where repairs, maintenance, excessive truck storage, etc., will occur.

Thank you,

Murray Petersen-Owner
Redcard, LLC
dba: Convenience Super Store

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

8490 Westcliff Drive-Las Vegas, NV 89145-(702)-982-6206
E-mail: murrayp@css-lv.com; Fax: 702-982-6205

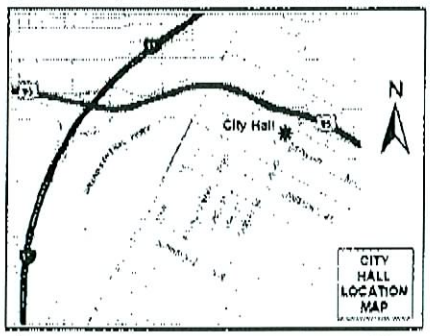
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.39

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 0 2009

Case: GPA-33542

13828415061
STOTLAND ARI
101 BREEZY TREE CT #103
LAS VEGAS NV 89145-3992

27 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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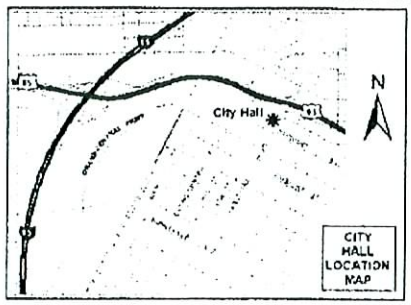

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☒ I OPPOSE this Request

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GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

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Case: GPA-33542

13828415057
BURKE JOSEPH R & DARA
564 DEBRA ST
LIVERMORE CA 94550-2319

27 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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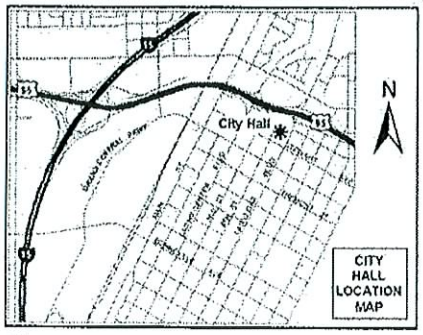

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GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

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Case: GPA-33542

13833110010
COOK LINDA J & BILLY W
8420 STAPLETON AVE
LAS VEGAS NV 89145-4758

27 P

03/31/2009 10:15 7029409956 ART-PODORZER #0060 P.001 /001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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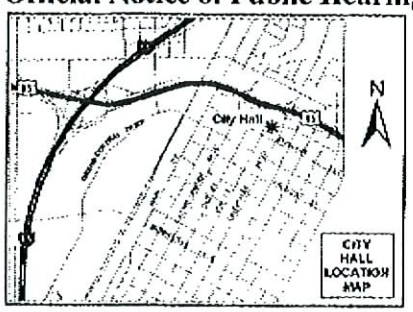

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☒ I OPPOSE this Request

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GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

Case: GPA-33542

13828415053
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

27 P

City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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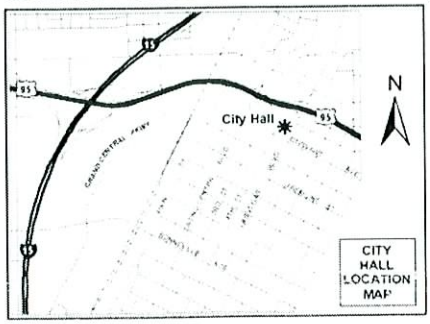

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☐ I OPPOSE this Request

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GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

Case: GPA-33542
13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

21 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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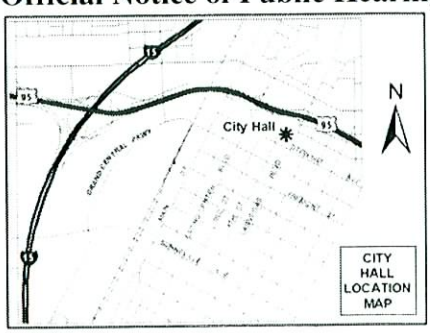

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

Case: GPA-33542
13833110075
ARDIGO MONICA
8421 STAPLETON AVE
LAS VEGAS NV 89145-4759

27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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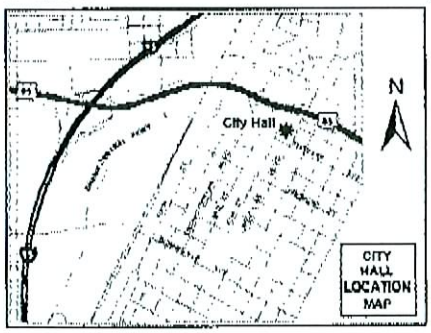

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☐ I SUPPORT this Request

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GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

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APR 01 2009

Case: GPA-33542
13833111055
ROSENBERG PHILIP L & TRACEY L
5840 DUNEVILLE ST
LAS VEGAS NV 89118-2727

27P

MAR-31-2009 17:22 From: To:3857268 Page:1/2

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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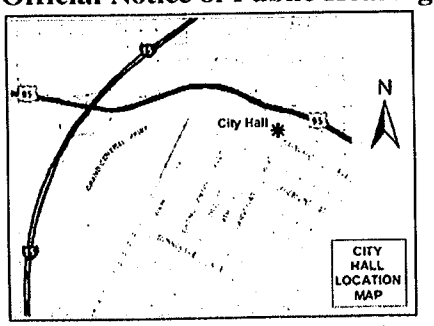
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

THERE IS ENOUGH AT THIS LOCATION.

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GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: GPA-33542
13833110038
OLMSTEAD DIONE D
232 MOOSE LN
LAS VEGAS NV 89145-4748

Submitted after [illegible]

Date 4/7/09 27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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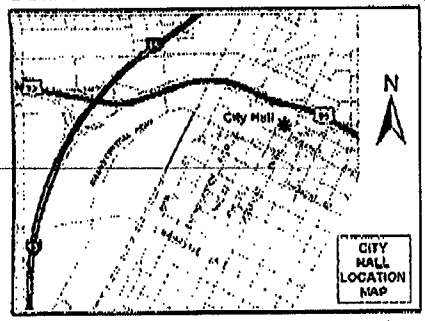

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Case: GPA-33542

13828414017
C D LIVING TRUST
P O BOX 2104
LINDEN NJ 07036-0010

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

[redacted]

Submitted after final agenda

Date

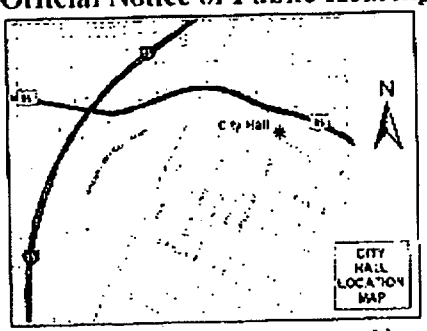
Item 27P

Apr 06 09 11:01a Marion Reinhardt 7022423297 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: GPA-33542
13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

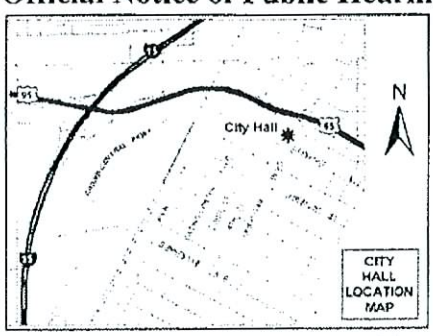
Submitted after final agenda

Date

Item 27P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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MAR 3 1 2009

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Please use available blank space on card for your comments.

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

Case: GPA-33542
13828415040
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

27A

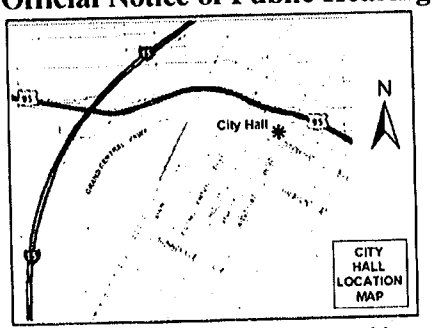
Mar 30 09 04:30p Michelle Gentile 702-838-5905 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 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.

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: GPA-33542
13833111081
DAVIS FAMILY BYPASS TRUST
P O BOX 2009
GARDENA CA 90247-0009

Submitted after final agenda

Date Item 27A

City of Las Vegas Agenda Item No.: **113.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

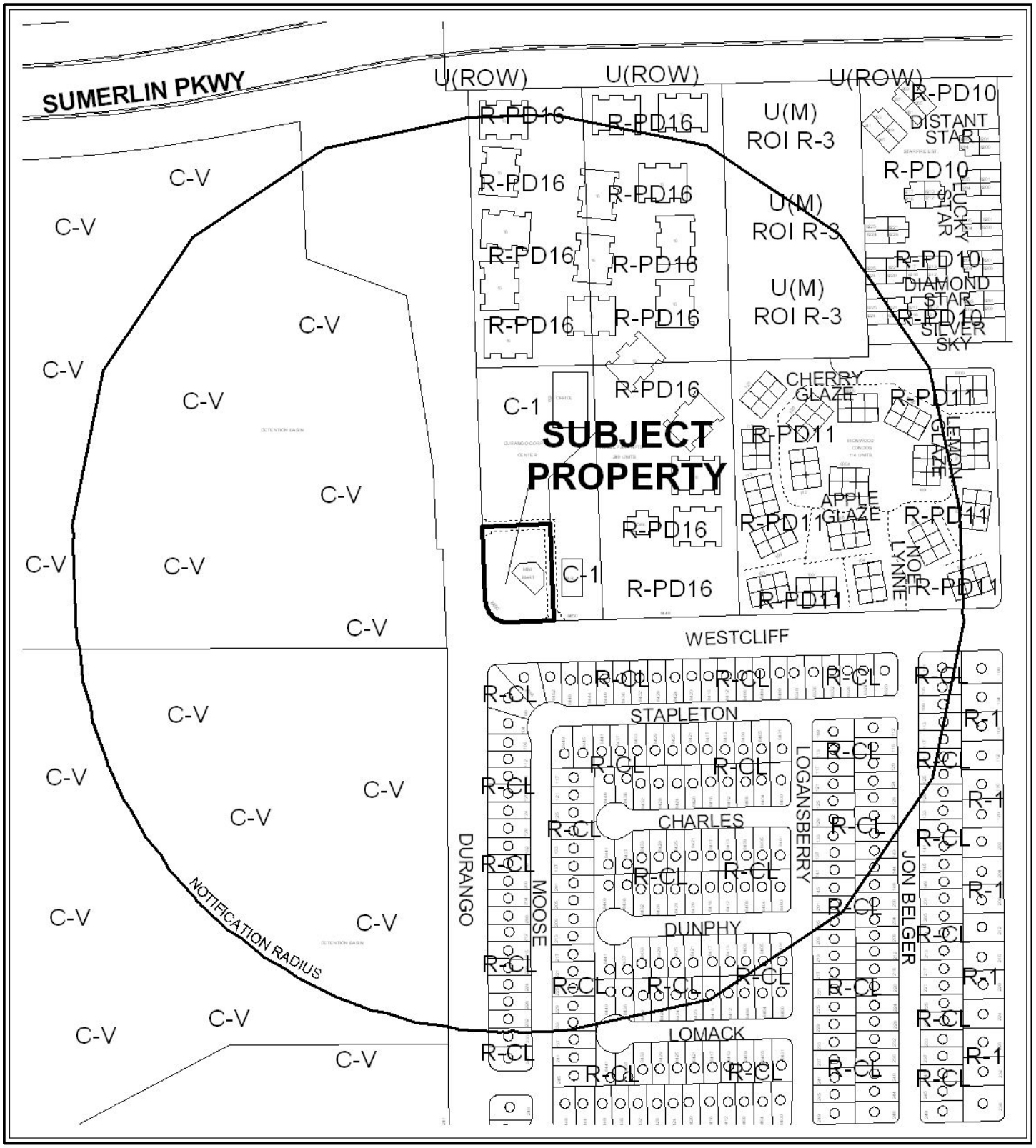
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-33543 - REZONING RELATED TO GPA-33542 - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.87 acres at 8490 Westcliff Drive (APN 138-28-401-009), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 28



CASE: **ZON-33543**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)



CASE: **ZON-33543**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

0 500 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-33543 - APPLICANT/OWNER: RED CARD, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning from C-1 (Limited Commercial) to C-2 (General Commercial) on 0.87 acres at 8490 Westcliff Drive. The subject site is an existing Convenience Store and Restaurant. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-33542) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial), a Special Use Permit (SUP-33544) for a Truck Rental establishment and a Major Amendment (SDR-33546) to an approved Site Development Plan Review (Z-0110-90) to eliminate required landscape and to add truck storage for a proposed Truck Rental Establishment in conjunction with an existing Convenience Store and Restaurant.

The surrounding properties to the north and east are zoned C-1 (Limited Commercial), with General Plan designations of SC (Service Commercial), while the property to the west is zoned C-V (Civic), with a General Plan designation of PR-OS (Parks/Recreation/Open Space). The properties to the south are existing single-family residences zoned R-CL (Single Family Compact-Lot), with a General Plan designation of ML (Medium Low Density Residential). Staff finds that this proposal meets the Title 19.20.020 definition of "Spot Zoning", which is the "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." The proposed Rezoning and associated General Plan Amendment (GPA-33542) will result in the subject property being zoned in isolation from other similarly zoned parcels, and the intensity of uses that will be permitted within the proposed C-2 (General Commercial) zone will be much more intense than those currently permitted under the C-1 (Limited Commercial) zone; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/07/90	The City Council approved a Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/25/91	The Planning Commission accepted a withdrawal of a Plot Plan and Building Elevation Review [Z-0110-90(1)] for a proposed Shopping Center located at the northeast corner of Westcliff Drive and Durango Drive.
04/01/92	The City Council approved a Reinstatement and Extension of Time [Z-0110-90(2)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.

04/30/92	The City Council approved a Special Use Permit (U-0036-92) to allow the sale of beer and wine, and the sale of gasoline, in conjunction with a proposed Convenience Store, and to allow a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/19/93	The City Council approved an Extension of Time [Z-0110-90(3)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/04/93	The City Council approved an Extension of Time [U-0036-92(1)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/12/94	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0110-90(5)] for a temporary construction trailer to be located at the northeast corner of Westcliff Drive and Durango Drive. Staff recommended approval of this request.
05/18/94	The City Council approved an Extension of Time [Z-0110-90(4)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/09/94	The City Council approved an Extension of Time [U-0036-92(2)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
03/19/08	The City Council approved a Special Use Permit (SUP-25955) for a Package Liquor Off-Sale Establishment in conjunction with an existing Convenience Store at 8490 Westcliff Drive. The Planning Commission and staff recommended approval of this request.
04/09/09	The Planning Commission recommended denial of companion items GPA-33542, SUP-33544 and SDR-33546 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #28/dc).
Related Building Permits/Business Licenses	
08/15/97	A building permit (#97016880) was issued for a new building certificate of occupancy at 8490 Westcliff Drive. The permit received final approval 03/31/98.
08/15/97	A building permit (#97016881) was issued for onsite improvements at 8490 Westcliff Drive. The permit received final approval 03/05/98.

12/22/97	A building permit (#97025190) was issued for a new commercial building at 8490 Westcliff Drive. The permit received final approval 02/10/98.
01/21/98	A building permit (#98001099) was issued for exterior wall signage at 8490 Westcliff Drive. The permit received final approval 03/03/98
03/24/98	A building permit (#98006012) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/11/00 without receiving final approval.
04/23/99	A building permit (#99007845) was issued for a 6.25 square-foot exterior wall sign at 8490 Westcliff Drive. The permit received final approval 02/23/00.
06/12/02	A building permit (#02010547) was issued for a channel letter wall sign and light band at 8490 Westcliff Drive. The permit expired 12/14/02 without receiving final approval.
07/31/02	A building permit (#02013792) was issued for a tenant improvement remodel at 8490 Westcliff Drive. The permit received final approval 09/25/02.
05/20/03	A building permit (#03010225) was issued for a sign at 8490 Westcliff Drive. The permit received final approval on 08/22/03.
05/21/03	A building permit (#03010265) was issued for a water kiosk at 8490 Westcliff Drive. The permit received final approval on 10/09/03.
12/09/03	A business license (#P35-00642) was issued for a pay phone location at 8490 Westcliff Drive. The license is currently active.
10/19/05	A building permit (#05007416) was issued for a kitchen remodel at 8490 Westcliff Drive. The permit received final approval on 01/27/06.
09/26/06	A building permit (#06006102) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/31/07 without receiving final approval.
10/05/06	A building permit (#06006269) was issued for a sign at 8490 Westcliff Drive. Final approval of this permit was rejected 04/02/07 and the permit subsequently expired 09/29/07.
10/05/06	A business license (#L10-00264) was issued for beer/wine/cooler off-sale at 8490 Westcliff Drive. The license was marked out 03/20/08.
10/24/06	A business license (#G01-02269) was issued for restricted gaming at 8490 Westcliff Drive. The license is currently active.
11/07/06	A business license (#C15-00312) was issued for a convenience store/deli at 8490 Westcliff Drive. The license is currently active.
11/20/06	A business license (#C05-02255) was issued for retail tobacco sales at 8490 Westcliff Drive. The license is currently active.
05/24/07	A building permit (#07001743) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 09/20/07.
03/26/08	A business license (#L15-00141) was issued for package liquor sales at 8490 Westcliff Drive. The license is currently active.
04/19/08	A business license (#C08-01795) was issued for amusement machines at 8490 Westcliff Drive. The license is currently active.
05/22/08	A building permit (#08000183) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 08/12/08.
08/06/08	A business license (#R07-00831) was issued for a restaurant at 8490 Westcliff Drive. The license is currently active.

01/08/08	A Code Enforcement complaint (#70530) was processed for signage on city property. The case was resolved 10/10/08.
Pre-Application Meeting	
02/04/09	A pre-application meeting was held with the applicant where the submittal requirements of a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review were discussed.
Neighborhood Meeting	
03/10/09	A neighborhood meeting was held on Tuesday March 10, 2009 at 5:30pm at the La Petite Academy, Training Room, located at 8451 Boseck Drive, Las Vegas, Nevada 89145. There was one representative of the applicant and one member of the Planning and Development Department in attendance at the meeting. There were no members of the general public present. The meeting was called to an end at 6:00 PM.
Field Check	
03/05/09	A field check was conducted by staff at the subject site. The subject property contained an existing Convenience Store with Fuel Pumps and a Restaurant within a single building. While the site was generally clean, staff noted that the window signage exceeded the 25% coverage permitted by Title 19.14, and the total area of wall signage exceeded the 20% maximum permitted by Title 19.14. In addition, a non-permitted wooden sign was noted at the northwest corner of the site fronting Durango Drive, the trash enclosure was missing the required screening gate, along with four rental trucks and two rental trailers parked on site.

Details of Application Request	
Site Area	
Gross Acres	0.87

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store and Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Residences	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
West	Golf Course and Detention Basin [Approved Park and Ride Facility (SDR-26815) and Community Recreational Facility (SDR-27898)]	PR-OS (Parks/Recreation/ Open Space)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is located in the Southwest Sector of the General Plan and has a current General Plan designation of SC (Service Commercial). A General Plan Amendment (GPA-33542) to change the designation to GC (General Commercial) has been submitted along with the Rezoning request. The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

This is a proposal to Rezone the site from C-1 (Limited Commercial) to C-2 (General Commercial). 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. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

The surrounding properties to the north and east are zoned C-1 (Limited Commercial), with General Plan designations of SC (Service Commercial), while the property to the west is zoned C-V (Civic), with a General Plan designation of PR-OS (Parks/Recreation/Open Space). The properties to the south are existing single-family residences zoned R-CL (Single Family Compact-Lot), with a General Plan designation of ML (Medium Low Density Residential). Staff finds that this proposal meets the Title 19.20.020 definition of "Spot Zoning", which is the "Rezoning of a lot or parcel of land to benefit an owner for a use incompatible with surrounding land uses and that does not further the General Plan." Because the applicant's proposal for a Rezoning to the C-2 (General Commercial) zoning district cannot be accomplished without resulting in the subject parcel being zoned in isolation from the adjacent C-1 (Limited Commercial) zoned properties to the north and east, C-V (Civic) parcel to the west and R-CL (Single-Family Compact-Lot) to the south while the intensity of uses allowed in a C-2 (General

Commercial) zoning district compared to a C-1 (Limited Commercial) zoning district are incompatible with the surrounding zoning districts, staff recommends denial of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed GC (General Commercial) land use designation on the subject parcel currently designated as SC (Service Commercial) is not compatible with the existing SC (Service Commercial) properties that surround the subject site to the north and east, and existing PR-OS (Parks/Recreations/Open Space) and ML (Medium Low Density Residential) parcels to the west and south, respectively. The increase in the intensity of uses that will be allowed creates an incompatibility with the surrounding properties; therefore staff recommends denial of this request and the affiliated companion items.

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."**

   Although the requested C-2 (General Commercial) zoning district is the appropriate zoning district for the proposed GC (General Commercial) land use designation, this commercial district is incompatible with the surrounding C-1 (Limited Commercial) zoned properties to the north and east, C-V (Civic) zoned property to the west, and R-CL (Single Family Compact-Lot) zoned properties to the south. The uses permitted by the proposed Rezoning will be much more intense than the planned 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 community do not indicate the need or appropriateness of the proposed Rezoning. The proposed Rezoning will result in the subject property being in isolation from other similarly zoned parcels.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   Access to the site is provided by Westcliff Drive and Durango Drive, both 100-foot Primary Arterials as designated by the Master Plan of Streets and Highways. Although Rezoning the subject property to a C-2 (General Commercial) zoning district will intensify the land use and associated vehicular traffic, the existing street facilities are adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT	34
SENATE DISTRICT	8
NOTICES MAILED	288 by City Clerk
APPROVALS	1
PROTESTS	7

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-33543 APN: 138-28-401-009

Name of Property Owner: REDLAND, LLC

Name of Applicant: CONVENIENCE SUPER STORE

Name of Representative: MURRAY PETERSEN

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: MURRAY PETERSEN

Subscribed and sworn before me

This 18th day of FEBRUARY, 2009

[signature]

Notary Public in and for said County and State

CLARK, NEVADA

Notary Public - State of Nevada
County of Clark
LUIS DIAZ-PINA
My Appointment Expires
No: 08-7728-1 June 20, 2012



City of Las Vegas

Zoning

Subject Parcel
138-28-401-009

From: C-1
Proposed: C-2

U	P-R
R-A	N-S
R-E	O
R-D	C-D
R-PD	C-1
R-1	C-2
R-MH	C-M
R-CL	M
R-2	C-V
R-3	C-PB
R-4	P-C
R-5	PD
R-MHP	TC

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FEB 20 2009

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

Printed February 10, 2009



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
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03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
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03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
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03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
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03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
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03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-33543 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Sinclair

DQ Dairy Queen

USPS AUTHORIZED SHIPPING SITE

CONVENIENCE SUPER STORE

Feb. 19, 2009

Planning and Development
City of Las Vegas
731 S. Fourth St.
Las Vegas, NV 89101

JUSTIFICATION LETTER
Rezoning

We are interested in offering TRUCK RENTALS, U-HAUL Trucks and Trailers specifically, for rent at our business located at 8490 Westcliff Drive. Our current zoning, C-1, does not allow for the use. We are requesting a rezoning from C-1 to C-2, with a General Plan Amendment Change from SC to GC, and a Special Use Permit to allow a Truck Rental. Additionally, we are submitting a Site Development Plan Review to request an increase of parking spaces.

Our current parking plan allows for 22 parking spaces including Handicapped and ADA accessible. Our new parking plan, if approved, will allow 28 total parking spaces including Handicapped and ADA accessible. The new parking plan will designate a total of 6 spaces dedicated to Truck and Trailer Rental; consequently, our maximum truck and trailer on site parking will be limited to 6.

The TRUCK RENTAL (U-Haul) will be designated a "U-Haul Dealer," whereby the rental and sale of moving items is incidental to our existing convenience store business. We will not be a "Service Center" where repairs, maintenance, excessive truck storage, etc., will occur.

Thank you,

Murray Petersen-Owner
Redcard, LLC
dba: Convenience Super Store

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

8490 Westcliff Drive-Las Vegas, NV 89145-(702)-982-6206
E-mail: murrayp@css-lv.com; Fax: 702-982-6205

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

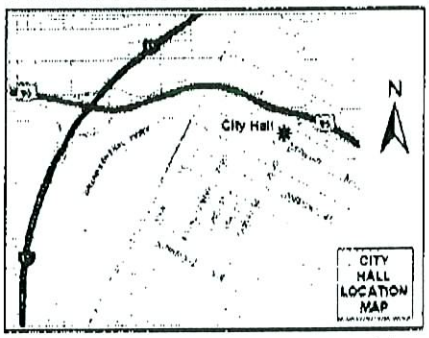


City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.39

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

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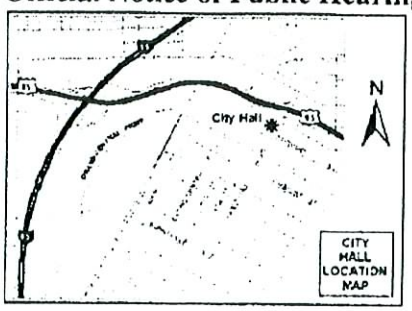
MAR 3 0 2009

Case: GPA-33542
13828415061
STOTLAND ARI
101 BREEZY TREE CT #103
LAS VEGAS NV 89145-3992

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 1 2009

Case: GPA-33542

13828415057
BURKE JOSEPH R & DARA
564 DEBRA ST
LIVERMORE CA 94550-2319

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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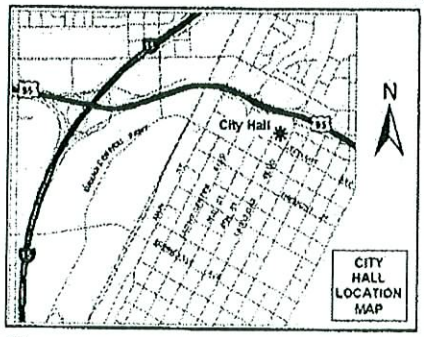

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GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

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MAR 3 1 2009

Case: GPA-33542

13833110010
COOK LINDA J & BILLY W
8420 STAPLETON AVE
LAS VEGAS NV 89145-4758

28P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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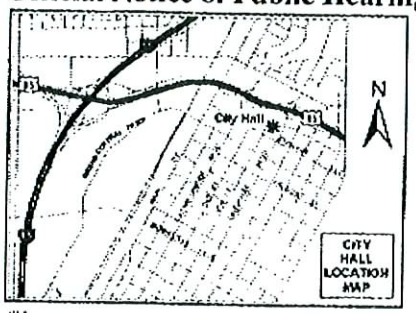

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GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

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MAR 31 2009

Case: GPA-33542

13828415053
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

03/31/2009 10:15 7027409956 ART-PODORZER #0060 P.001 /001

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 3 1 2009

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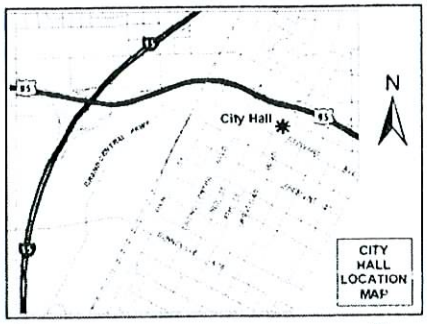

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

Case: GPA-33542
13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 31 2009

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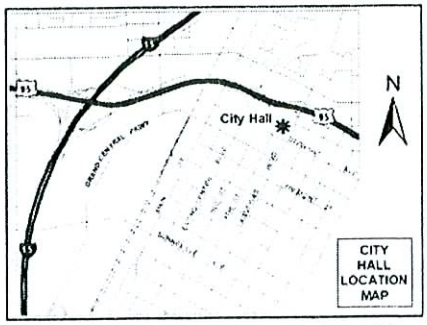

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☒ I OPPOSE this Request

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GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

Case: GPA-33542
13833110075
ARDIGO MONICA
8421 STAPLETON AVE
LAS VEGAS NV 89145-4759

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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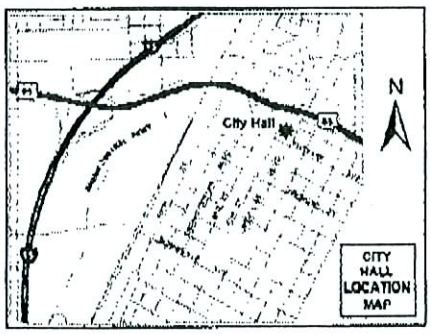
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

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0004239854 MAR 27 2009
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Case: GPA-33542
13833111055
ROSENBERG PHILIP L & TRACEY L
5840 DUNEVILLE ST
LAS VEGAS NV 89118-2727

28 P

MAR-31-2009 17:22 From: To:3857268 Page:1/2

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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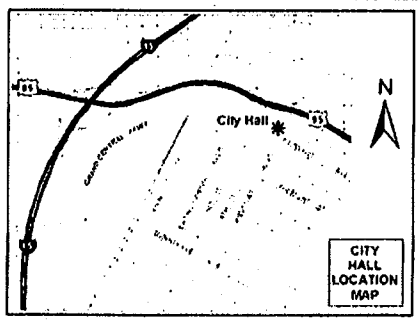
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

THERE IS ENOUGH AT THIS LOCATION.

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: GPA-33542
13833110038
OLMSTEAD DIONE D
232 MOOSE LN
LAS VEGAS NV 89145-4748

Submitted after final agenda

Date 4/7/09 Item 28 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004239954 MAR 27 2009
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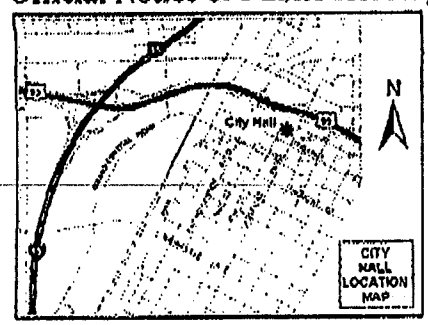

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APR 07 2009

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Case: GPA-33542

13828414017
C D LIVING TRUST
P O BOX 2104
LINDEN NJ 07036-0010

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

[redacted]

Submitted after final agenda

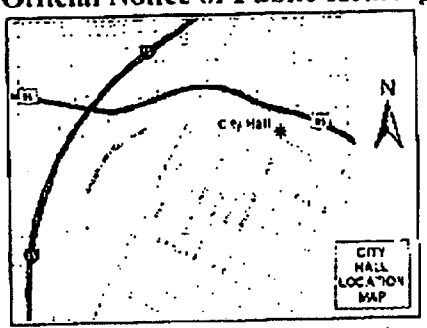
Date Item 28P

Apr 06 09 11:01a Marion Reinhardt 7022423297 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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Please use available blank space on card for your comments.

GPA-33542 & ZON-33543

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: GPA-33542
13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

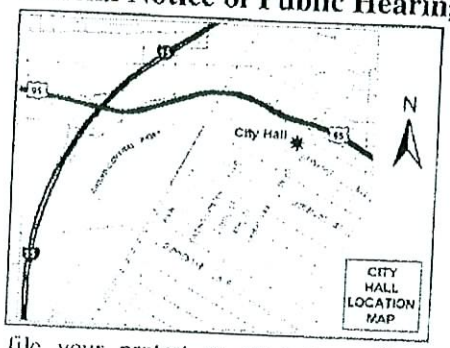
Submitted after final agenda

Date

Item 28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 3 1 2009

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

13828415040 Case: GPA-33542
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

2BA

Mar 30 09 04:30p Michelle Gentile 702-838-5905 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004239954 MAR 27 2009
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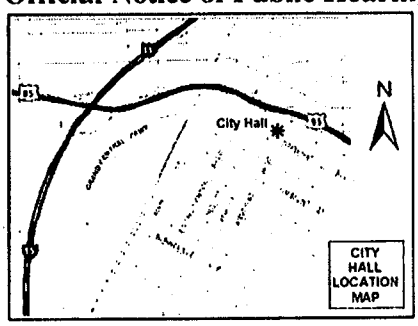
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33542 & ZON-33543
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: GPA-33542
13833111081
DAVIS FAMILY BYPASS TRUST
P O BOX 2009
GARDENA CA 90247-0009

Submitted after final agenda

Date Item: 28A

City of Las Vegas Agenda Item No.: **114.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

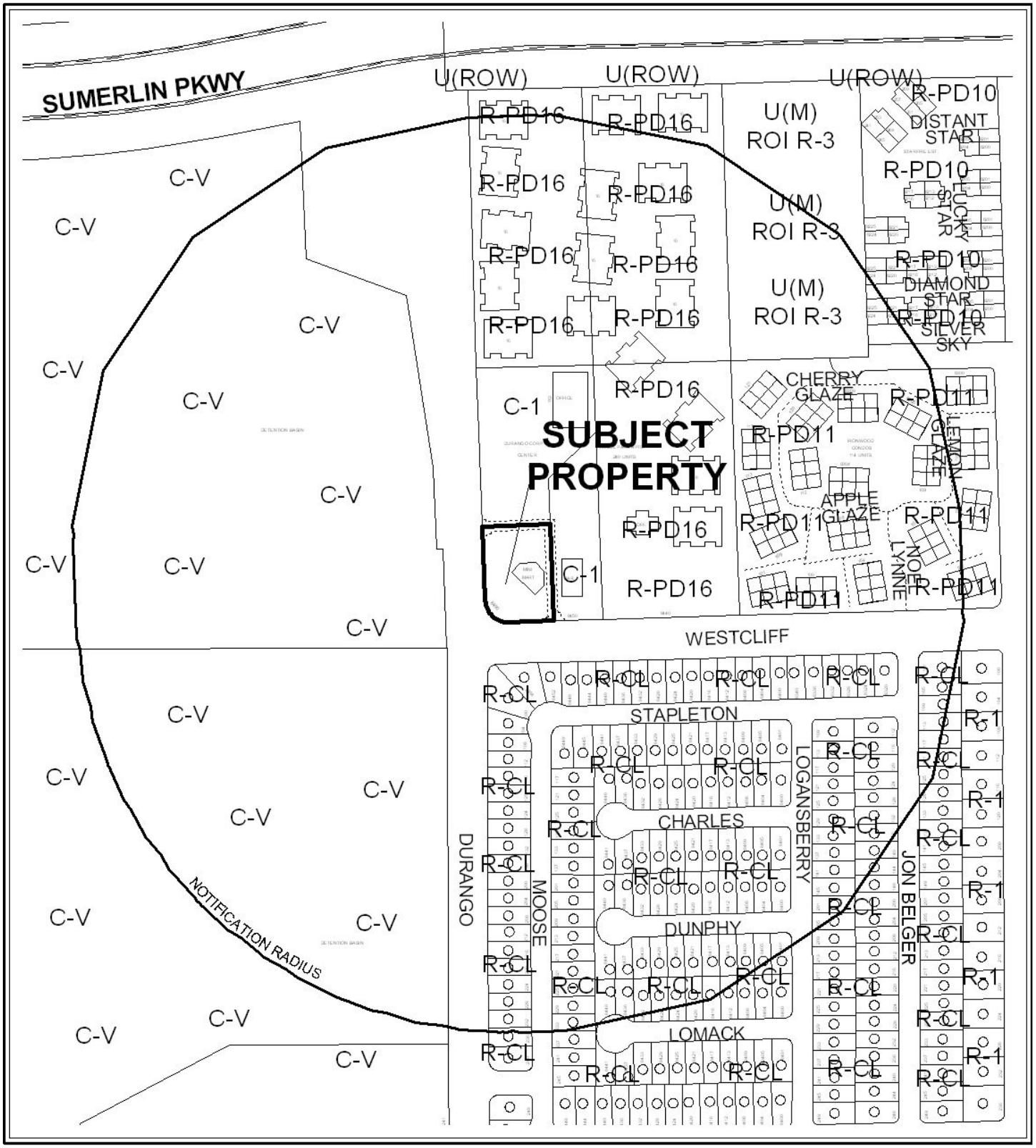
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-33544 - SPECIAL USE PERMIT RELATED TO GPA-33542 AND ZON-33543 - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request for a Special Use Permit FOR A TRUCK RENTAL ESTABLISHMENT at 8490 Westcliff Drive (APN 138-28-401-009), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 29



CASE: **SUP-33544**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)



CASE: **SUP-33544**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

0 500 Feet

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-33544 - APPLICANT/OWNER: RED CARD, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for a Truck Rental use, including parking requirements.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (Z-0110-90 and SDR-33546) shall be required, if approved.

3. No more than six rental trucks or trailers shall be parked on the subject property at any time.

4. The parking of rental trucks or trailers shall not take place within any parking space adjacent to Durango Drive or Westcliff Drive.

5. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

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 request for a Special Use Permit for a Truck Rental establishment on 0.87 acres at 8490 Westcliff Drive. The applicant has also submitted applications for a General Plan Amendment (GPA-33542) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial), a Rezoning (ZON-33543) from C-1 (Limited Commercial) zone to C-2 (General Commercial) zone and a Major Amendment (SDR-33546) to an approved Site Development Plan Review (Z-0110-90) to eliminate required landscape and to add truck storage for a proposed Truck Rental Establishment in conjunction with an existing Convenience Store and Restaurant. The isolation of this parcel from others zoned and planned for General Commercial uses, as well as the residential nature of the surrounding neighborhood indicate that this site is not an appropriate location for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/07/90	The City Council approved a Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/25/91	The Planning Commission accepted a withdrawal of a Plot Plan and Building Elevation Review [Z-0110-90(1)] for a proposed Shopping Center located at the northeast corner of Westcliff Drive and Durango Drive.
04/01/92	The City Council approved a Reinstatement and Extension of Time [Z-0110-90(2)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
04/30/92	The City Council approved a Special Use Permit (U-0036-92) to allow the sale of beer and wine, and the sale of gasoline, in conjunction with a proposed Convenience Store, and to allow a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/19/93	The City Council approved an Extension of Time [Z-0110-90(3)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.

06/04/93	The City Council approved an Extension of Time [U-0036-92(1)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/12/94	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0110-90(5)] for a temporary construction trailer to be located at the northeast corner of Westcliff Drive and Durango Drive. Staff recommended approval of this request.
05/18/94	The City Council approved an Extension of Time [Z-0110-90(4)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/09/94	The City Council approved an Extension of Time [U-0036-92(2)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
03/19/08	The City Council approved a Special Use Permit (SUP-25955) for a Package Liquor Off-Sale Establishment in conjunction with an existing Convenience Store at 8490 Westcliff Drive. The Planning Commission and staff recommended approval of this request.
04/09/09	The Planning Commission recommended denial of companion items GPA-33542, ZON-33543 and SDR-33546 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #28/dc).
Related Building Permits/Business Licenses	
08/15/97	A building permit (#97016880) was issued for a new building certificate of occupancy at 8490 Westcliff Drive. The permit received final approval 03/31/98.
08/15/97	A building permit (#97016881) was issued for onsite improvements at 8490 Westcliff Drive. The permit received final approval 03/05/98.
12/22/97	A building permit (#97025190) was issued for a new commercial building at 8490 Westcliff Drive. The permit received final approval 02/10/98.
01/21/98	A building permit (#98001099) was issued for exterior wall signage at 8490 Westcliff Drive. The permit received final approval 03/03/98
03/24/98	A building permit (#98006012) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/11/00 without receiving final approval.
04/23/99	A building permit (#99007845) was issued for a 6.25 square-foot exterior wall sign at 8490 Westcliff Drive. The permit received final approval 02/23/00.
06/12/02	A building permit (#02010547) was issued for a channel letter wall sign and

	light band at 8490 Westcliff Drive. The permit expired 12/14/02 without receiving final approval.

07/31/02	A building permit (#02013792) was issued for a tenant improvement remodel at 8490 Westcliff Drive. The permit received final approval 09/25/02.
05/20/03	A building permit (#03010225) was issued for a sign at 8490 Westcliff Drive. The permit received final approval on 08/22/03.
05/21/03	A building permit (#03010265) was issued for a water kiosk at 8490 Westcliff Drive. The permit received final approval on 10/09/03.
12/09/03	A business license (#P35-00642) was issued for a pay phone location at 8490 Westcliff Drive. The license is currently active.
10/19/05	A building permit (#05007416) was issued for a kitchen remodel at 8490 Westcliff Drive. The permit received final approval on 01/27/06.
09/26/06	A building permit (#06006102) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/31/07 without receiving final approval.
10/05/06	A building permit (#06006269) was issued for a sign at 8490 Westcliff Drive. Final approval of this permit was rejected 04/02/07 and the permit subsequently expired 09/29/07.
10/05/06	A business license (#L10-00264) was issued for beer/wine/cooler off-sale at 8490 Westcliff Drive. The license was marked out 03/20/08.
10/24/06	A business license (#G01-02269) was issued for restricted gaming at 8490 Westcliff Drive. The license is currently active.
11/07/06	A business license (#C15-00312) was issued for a convenience store/deli at 8490 Westcliff Drive. The license is currently active.
11/20/06	A business license (#C05-02255) was issued for retail tobacco sales at 8490 Westcliff Drive. The license is currently active.
05/24/07	A building permit (#07001743) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 09/20/07.
03/26/08	A business license (#L15-00141) was issued for package liquor sales at 8490 Westcliff Drive. The license is currently active.
04/19/08	A business license (#C08-01795) was issued for amusement machines at 8490 Westcliff Drive. The license is currently active.
05/22/08	A building permit (#08000183) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 08/12/08.
08/06/08	A business license (#R07-00831) was issued for a restaurant at 8490 Westcliff Drive. The license is currently active.
01/08/08	A Code Enforcement complaint (#70530) was processed for signage on city property. The case was resolved 10/10/08.
Pre-Application Meeting	
02/04/09	A pre-application meeting was held with the applicant where the submittal requirements of a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review were discussed.

Neighborhood Meeting	
03/10/09	A neighborhood meeting was held on Tuesday March 10, 2009 at 5:30pm at the La Petite Academy, Training Room, located at 8451 Boseck Drive, Las Vegas, Nevada 89145. There was one representative of the applicant and one member of the Planning and Development Department in attendance at the meeting. There were no members of the general public present. The meeting was called to an end at 6:00 PM.
Field Check	
03/05/09	A field check was conducted by staff at the subject site. The subject property contained an existing Convenience Store with Fuel Pumps and a Restaurant within a single building. While the site was generally clean, staff noted that the window signage exceeded the 25% coverage permitted by Title 19.14, and the total area of wall signage exceeded the 20% maximum permitted by Title 19.14. In addition, a non-permitted wooden sign was noted at the northwest corner of the site fronting Durango Drive, the trash enclosure was missing the required screening gate, along with four rental trucks and two rental trailers parked on site.

Details of Application Request	
Site Area	
Gross Acres	0.87

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Convenience Store and Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Residences	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
West	Golf Course and Detention Basin [Approved Park and Ride Facility (SDR-26815) and Community Recreational Facility (SDR-27898)]	PR-OS (Parks/Recreation/ Open Space)	C-V (Civic)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Convenience Store	2,746 SF	One space / 250 SF*	11		11		
Restaurant, Less than 2,000 SF (without Drive-Through)	605 SF	One space/50 SF of public seating and waiting area, plus one space/200 SF remaining GFA, with a min. of 10 spaces req'd	10		10		
Truck Rental	247 SF	One space for each rental vehicle, plus one space for each 250 SF of GFA	1		7		
SubTotal			20	1	27	1	
TOTAL			22		28		Y
Loading Spaces			1		1		Y

* Current Title 19.04 parking requirements for a Convenience Store use requires one parking space per 175 square feet; however, pursuant to Title 19.10.10(C)(1), "For any change of use that requires an increase in the number of required parking spaces, only the increased number of parking spaces shall be required." As no increase in the square-footage of the Convenience Store use will take place as part of this review, the subject property will not be required to conform to the current Convenience Store parking requirements.

ANALYSIS

This is a request for a Special Use Permit for a Truck Rental establishment on 0.87 acres at 8490 Westcliff Drive. The subject property contains an existing Restaurant and Convenience Store within a single 3,598 square-foot building. The applicant is proposing to add a 247-square foot Truck Rental establishment within the existing square-footage of the building. In order to facilitate the Truck Rental establishment, the applicant has also submitted applications for a General Plan Amendment (GPA-33542) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial) and a Rezoning (ZON-33543) from C-1 (Limited Commercial) zone to C-2 (General Commercial) zone, as a Truck Rental establishment is not a permissible use under the current zoning of C-1 (Limited Commercial) and current General Plan designation of SC (Service Commercial).

Additionally, the subject property in its current configuration provides 22 parking spaces where 22 spaces are required for an existing 2,993 square-foot Convenience Store and a 605 square-foot Restaurant. The applicant has submitted a Major Amendment (SDR-33546) to an approved Site Development Plan Review (Z-0110-90) to eliminate required landscape and to add truck storage. This will place an additional six parking spaces on the subject property for a total of 28 parking spaces, and locate a 247-square-foot Truck Rental establishment within a portion of the Convenience Store. By removing 247 square feet from the Convenience Store use, the required Convenience Store parking will be reduced from 12 parking spaces to 11 parking spaces, effectively providing seven parking spaces for the Truck Rental use. Of those seven parking spaces provided, one parking space will function as the minimum required customer parking for the Truck Rental use, while the remaining six will be provided for the storage of rental trucks. A condition has been added limiting the storage to a maximum of six rental trucks or trailers to be parked on the subject property at any time.

The addition of a Truck Rental establishment to an existing Convenience Store and Restaurant will create an overbuilt site within an existing property already containing high-traffic and heavy volume uses. Altering the existing zoning and General Plan designations to facilitate the Truck Rental use will create a land use pattern that is inconsistent with the surrounding zoning districts, indicating that the subject site is not an appropriate location for the proposed use; therefore, staff recommends denial of this request.

- **Zoning**

  The subject site is located in the Southwest Sector of the General Plan and has a current General Plan designation of SC (Service Commercial). A General Plan Amendment (GPA-33542) to change the designation to GC (General Commercial) has been submitted along with the Rezoning request. The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

  A companion application to Rezone (ZON-33543) the site from the C-1 (Limited Commercial) district to the C-2 (General Commercial) district has also been submitted by the applicant. The proposed C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

  With the approval of the proposed Rezoning (ZON-33543) to the C-2 (General Commercial) zoning district and the General Plan Amendment (GPA-33542) to the GC (General Commercial) land use designation, the proposed Truck Rental establishment will be permissible with the approval this Special Use Permit.

- **Use**

  A Truck Rental establishment is defined by Title 19.04 as a facility for the rental of new or used trucks. Trucks kept on a lot for rental purposes are not considered to be outside storage.

- **Minimum Special Use Permit Requirements**

  There are no Title 19.04 Minimum Special Use Permit Requirements for a Truck Rental establishment.

FINDINGS

The following findings must be made for a Special Use Permit:

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 use may be permitted by this Special Use Permit only in conjunction with the approval of a proposed General Plan Amendment (GPA-33542) to the GC (General Commercial) land use designation and a Rezoning (ZON-33543) to the C-2 (General Commercial) zoning district. These approvals would allow land uses, including the proposed use, that are not compatible with the less-intense uses permitted by the surrounding SC (Service Commercial) land use designations and C-1 (Limited Commercial) zoning districts.

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 as the existing zoning and General Plan land use designation does not allow for the proposed use. Altering the existing zoning and General Plan designations to facilitate the Truck Rental use will create a land use pattern that is inconsistent with the surrounding zoning districts while the Major Amendment (SDR-33546) to an approved Site Development Plan Review (Z-0110-90) reduces an already limited amount of landscaping, indicating that the subject site is not an appropriate location for the proposed use.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is provided by Westcliff Drive and Durango Drive, both 100-foot Primary Arterials as designated by the Master Plan of Streets and Highways. The existing street facilities are adequate in size to meet the requirements of the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   With the approval of the General Plan Amendment (GPA-33542) to the GC (General Commercial) land use designation, the proposed Truck Rental establishment will be consistent with the General Plan with the approval of this Special Use Permit (SUP-33544).

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed development is consistent with the requirements of LVMC Title 19.04.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT	34
SENATE DISTRICT	8
NOTICES MAILED	288 by City Clerk
APPROVALS	2
PROTESTS	8

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-33544** APN: 138-28-401-009

Name of Property Owner: REDCARD, LLC

Name of Applicant: CONVENIENCE SUPER STORE

Name of Representative: MURRAY PETERSON

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Murray Peterson

Print Name: MURRAY PETERSON

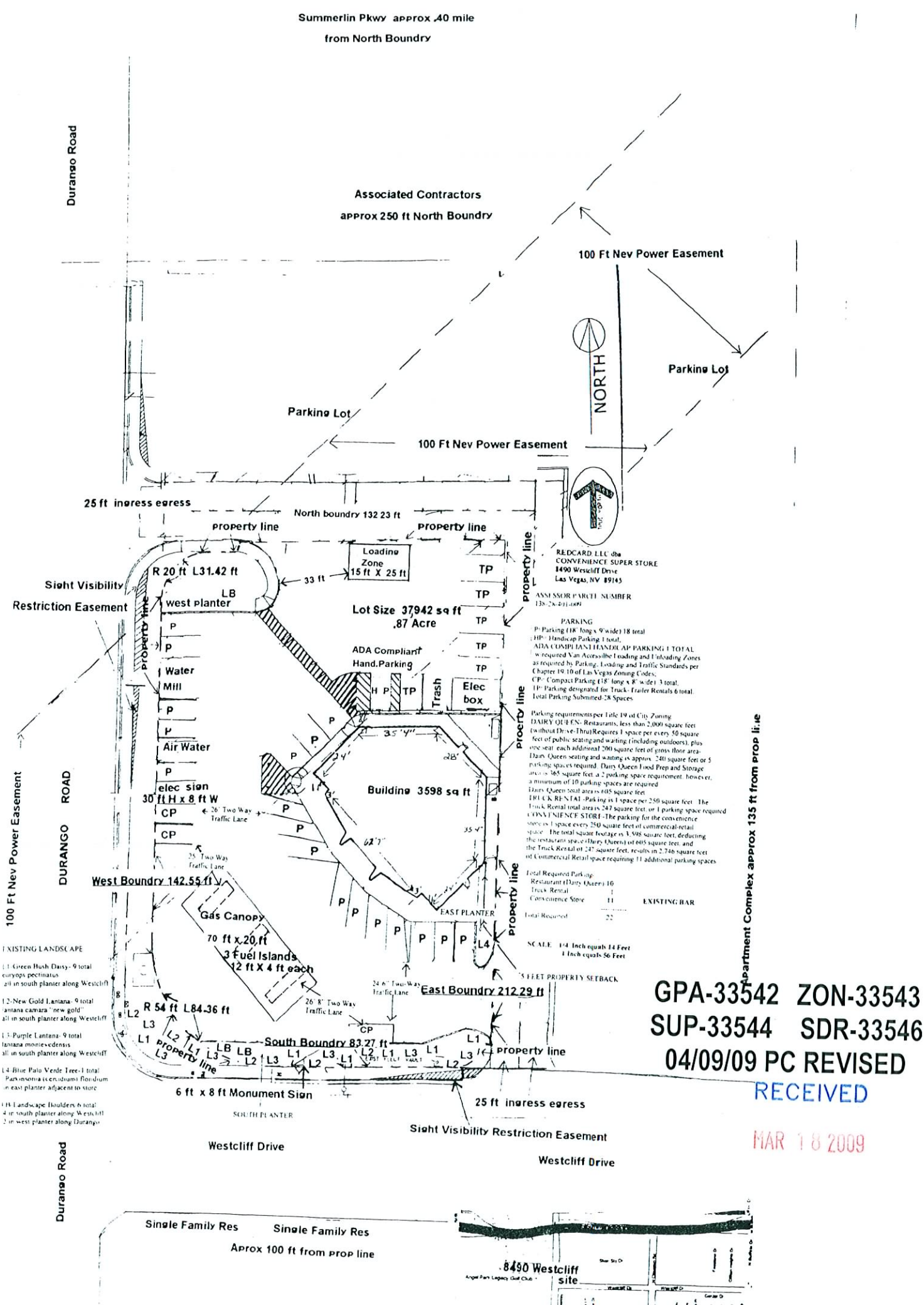
Subscribed and sworn before me

This 18th day of FEBRUARY, 2009

Notary Public in and for said County and State

CLARK, NEVADA

Notary Public - State of Nevada
County of Clark
LUIS DIAZ-PINA
My Appointment Expires
June 20, 2012
No: 08-7728-1



GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC REVISED

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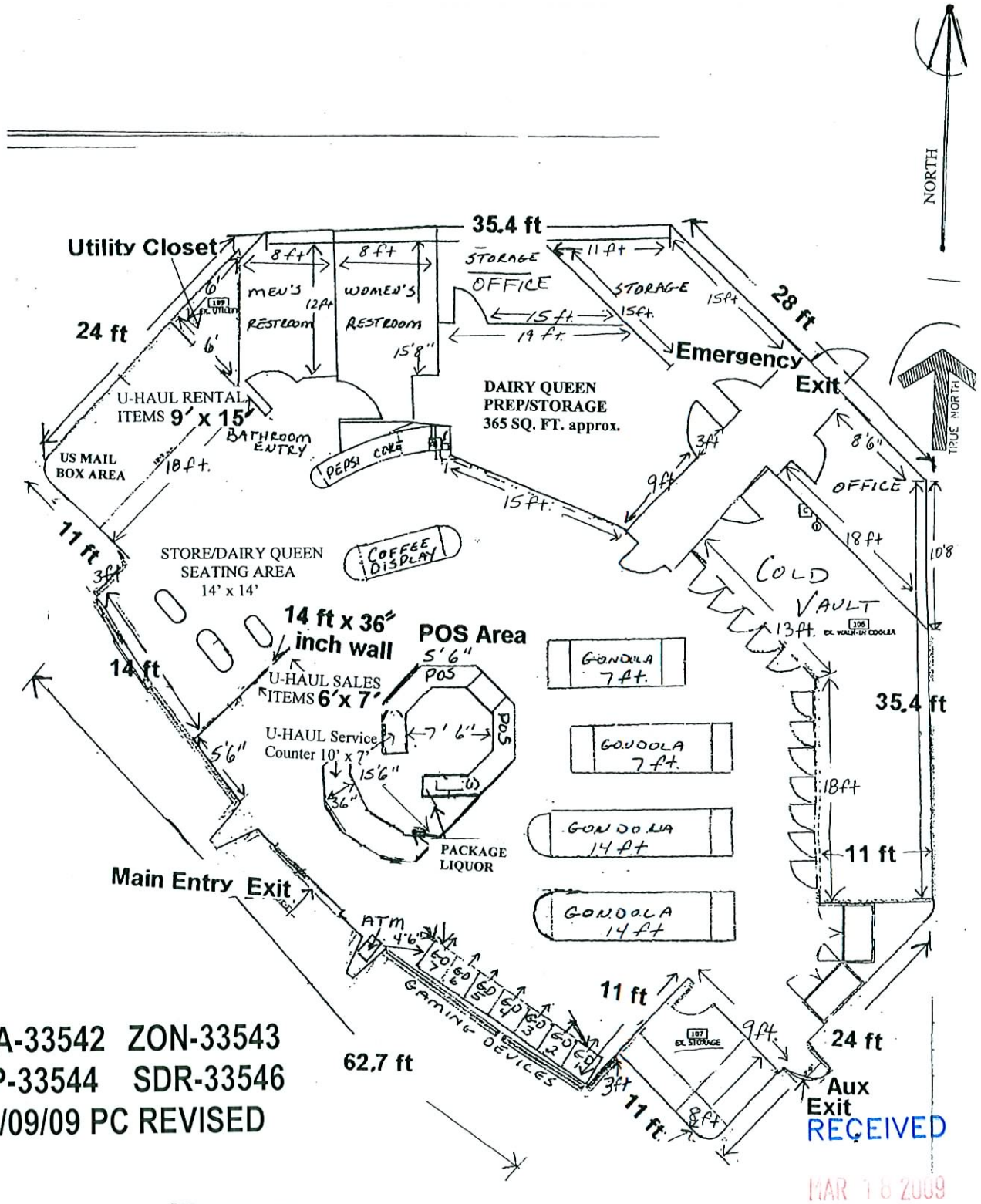
MAR 18 2009



GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC REVISED

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MAR 16 2009

REDCARD, LLC dba
CONVENIENCE SUPER STORE
8490 Westcliff Drive
Las Vegas, NV 89145

ASSESSOR PARCEL NUMBER
138-28-401-009

3,598 SQUARE FEET

SCALE 1 Inch equals 12 feet

Max Occupancy-119

Per M-Mercantile Load Factor



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33544 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Sinclair

DQ Dairy Queen

USPS AUTHORIZED SHIPPING SITE

CONVENIENCE SUPER STORE

Feb. 19, 2009

Planning and Development
City of Las Vegas
731 S. Fourth St.
Las Vegas, NV 89101

JUSTIFICATION LETTER
SPECIAL USE PERMIT

We are interested in offering TRUCK RENTALS, U-HAUL Trucks and Trailers specifically, for rent at our business located at 8490 Westcliff Drive. Our current zoning, C-1, does not allow for the use. We are requesting a zoning change from C-1 to C-2, with a General Plan Amendment Change from SC to GC, and a Special Use Permit to allow a Truck Rental. Additionally, we are submitting a Site Development Plan Review to request an increase of parking spaces.

Our current parking plan allows for 22 parking spaces including Handicapped and ADA accessible. Our new parking plan, if approved, will allow 28 total parking spaces including Handicapped and ADA accessible. The new parking plan will designate a total of 6 spaces dedicated to Truck and Trailer Rental; consequently, our maximum truck and trailer on site parking will be limited to 6.

The TRUCK RENTAL (U-Haul) will be designated a "U-Haul Dealer," whereby the rental and sale of moving items is incidental to our existing convenience store business. We will not be a "Service Center" where repairs, maintenance, excessive truck storage, etc., will occur.

Thank you,

Murray Petersen-Owner
Redcard, LLC
dba: Convenience Super Store

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

8490 Westcliff Drive-Las Vegas, NV 89145-(702)-982-6206
E-mail: murrayp@css-lv.com; Fax: 702-982-6205

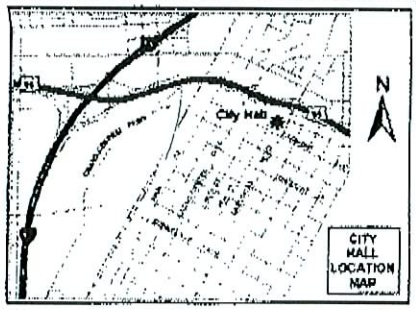
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544

13828414017
C D LIVING TRUST
P O BOX 2104
LINDEN NJ 07036-0010

29P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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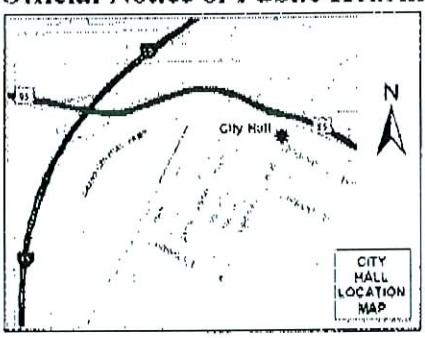

I AM OFFENDED & UPSET THAT THE APPLICANT HAS ALREADY INSTALLED A PERMANENT U-HAUL SIGN WEEKS AGO, AND IS ALREADY STORING TRUCKS ON-SITE. THIS BUSINESS IS A GAS STATION & CONVIENCE STORE, NO MORE, NO LESS.

ARI STOTLAND

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-33544

13828415061
STOTLAND ARI
101 BREEZY TREE CT #103
LAS VEGAS NV 89145-3992

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

HOMEOWNER & 12 YEAR WARD 2 RESIDENT

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

29 P

MAR-28-2009 10:23 PM P.01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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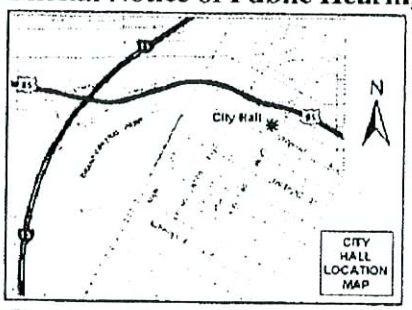

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

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Case: SJP-33544
13828415057
BURKE JOSEPH R & DARA
564 DEBRA ST
LIVERMORE CA 94550-2319

29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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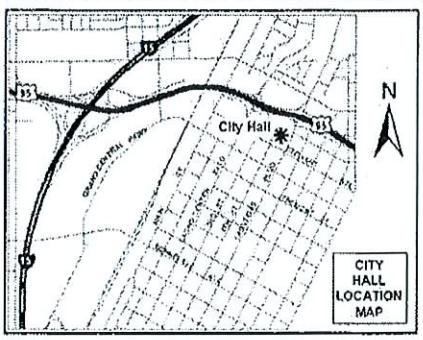

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544

13833110010
COOK LINDA J & BILLY W
8420 STAPLETON AVE
LAS VEGAS NV 89145-4758

29 P

03/31/2009 TUE 9:30 FAX 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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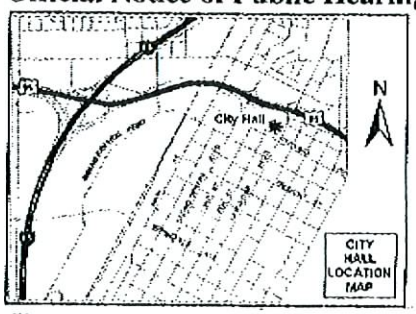

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

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Case: SUP-33544

13828415053
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

29P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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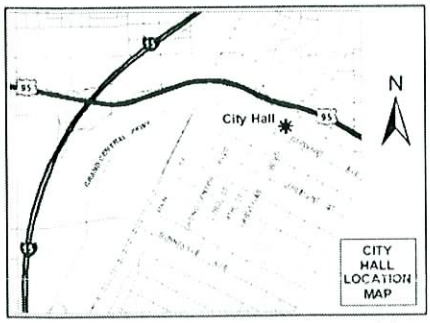

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544
13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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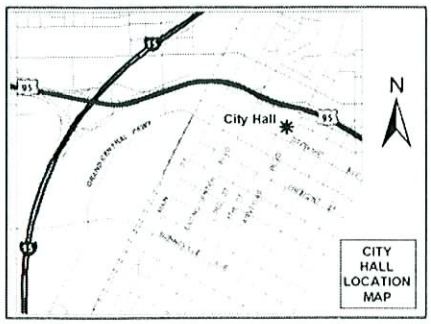

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546

Planning Commission Meeting of 4/9/2009

Case: SUP-33544

13833110075
ARDIGO MONICA
8421 STAPLETON AVE
LAS VEGAS NV 89145-4759

29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004239954 MAR 27 2009
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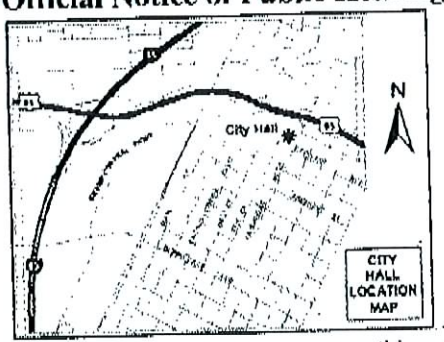
Official Notice of Public Hearing



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Case: SUP-33544
13833111055
ROSENBERG PHILIP L & TRACEY L
5840 DUNEVILLE ST
LAS VEGAS NV 89118-2727

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546

Planning Commission Meeting of 4/9/2009

This is in the middle of a neighborhood.

They should not be able to Eliminate Required Landscaping

29P

MAR-31-2009 17:22 From: To:3857268 Page:2/2

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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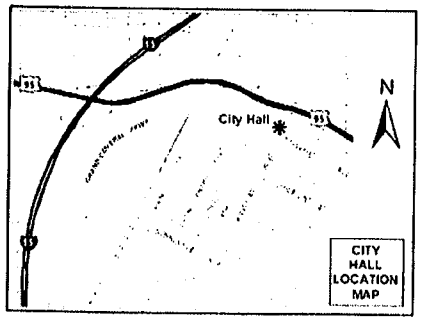

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

THERE IS ENOUGH AT THIS LOCATION.

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33544
13833110038
OLMSTEAD DIONE D
232 MOOSE LN
LAS VEGAS NV 89145-4748

Submitted after the agenda cut-off

Date 4/7/09 Item 29P

7022423297
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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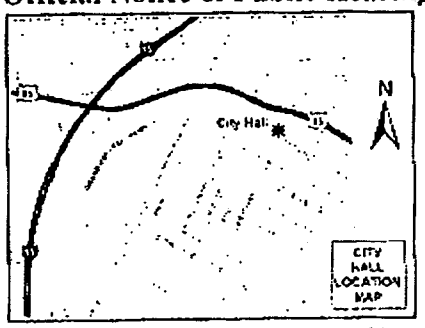

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33544
13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

Submitted after agenda

Date

Item 29P

Apr 06 09 11:01a Marion Reinhardt

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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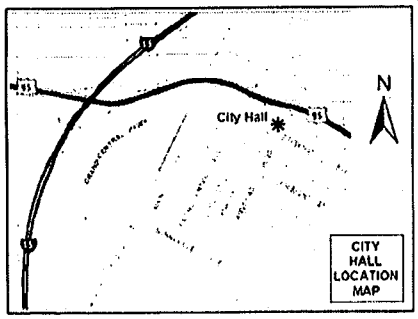

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SUP-33544
13828414017
C D LIVING TRUST
P O BOX 2104
LINDEN NJ 07036-0010

Submitted after final agenda

Date Item 29 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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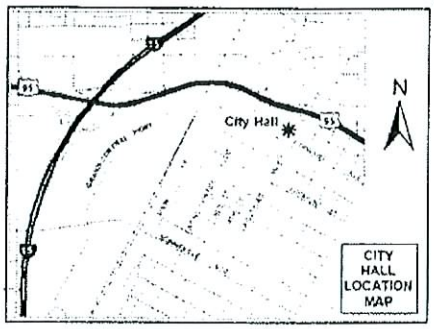

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544
13828415040
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

29A

Mar 30 09 04:29p Michelle Gentile 702-838-5905 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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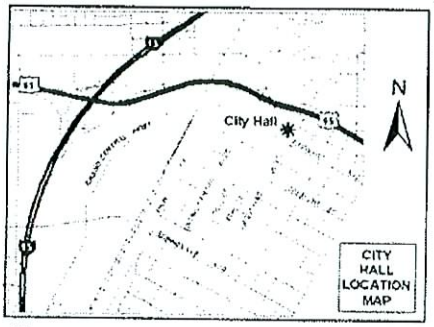
Official Notice of Public Hearing



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Case: SUP-33544

13828415040
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

29 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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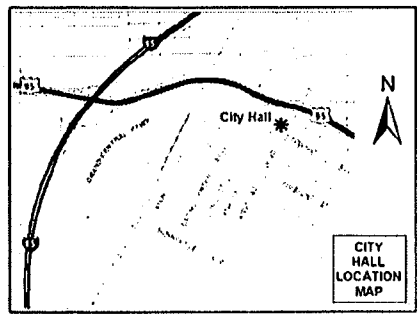

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Please use available blank space on card for your comments.

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544
13833111081
DAVIS FAMILY BYPASS TRUST
P O BOX 2009
GARDENA CA 90247-0009

29A

City of Las Vegas Agenda Item No.: **115.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

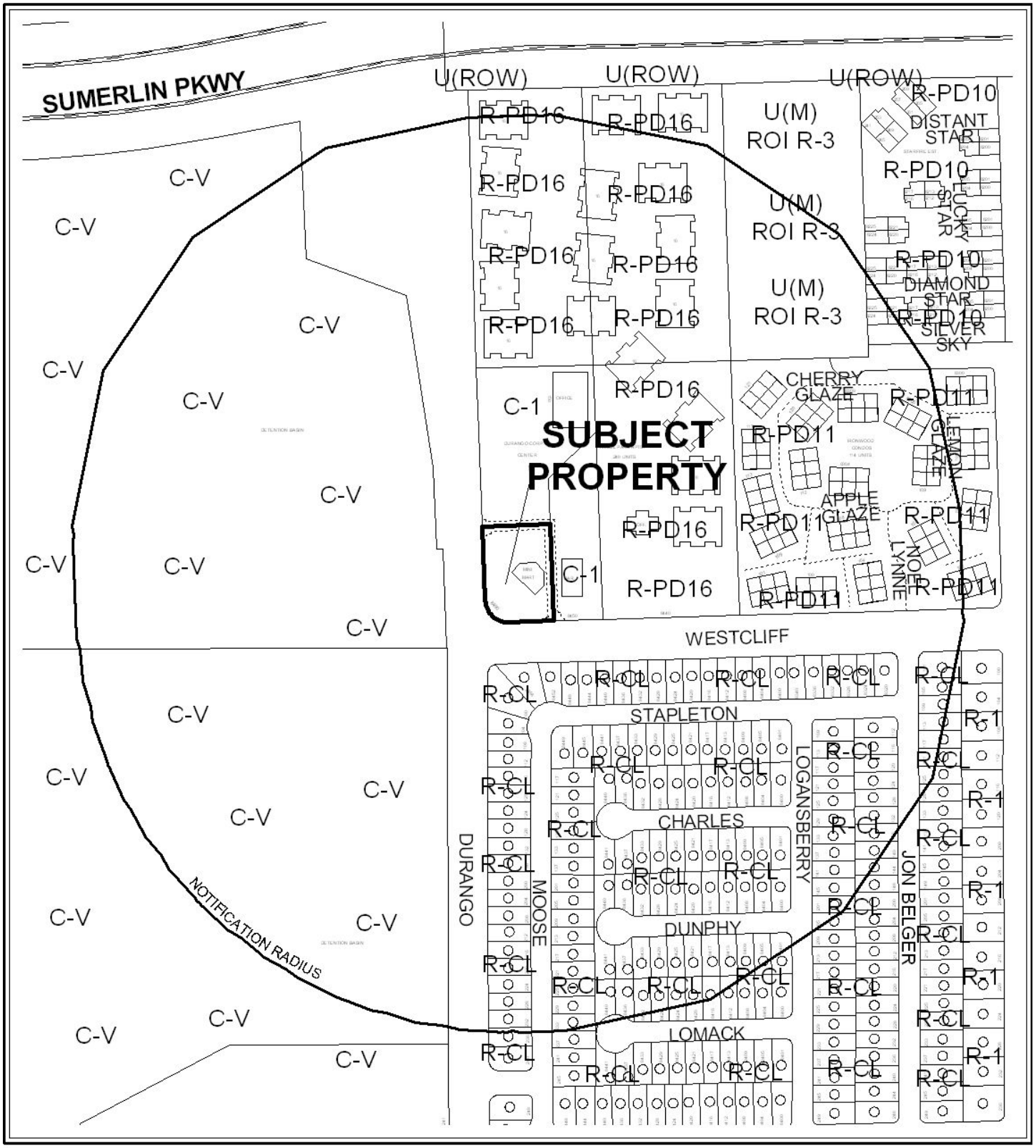
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33546 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33542, ZON-33543 AND SUP-33544 - PUBLIC HEARING - APPLICANT/OWNER: RED CARD, LLC - Request for a Major Amendment to an approved Site Development Plan Review (Z-0110-90) TO ELIMINATE REQUIRED LANDSCAPE AND TO ADD TRUCK STORAGE FOR A PROPOSED TRUCK RENTAL ESTABLISHMENT IN CONJUNCTION WITH AN EXISTING CONVENIENCE STORE AND RESTAURANT at 8490 Westcliff Drive (APN 138-28-401-009), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**8**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 30



CASE: **SDR-33546**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N



CASE: **SDR-33546**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33546 - APPLICANT/OWNER: RED CARD, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the conditions for Special Use Permit (SUP-33544) and Site Development Plan Review (Z-0110-90) shall be required, if approved.

2. This approval shall be void one year from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The uses within the existing 3,598 square-foot building shall be limited to the following quantities: The Convenience Store use shall not exceed 2,746 square feet; the Restaurant use shall not exceed 605 square feet; the rental truck use shall not exceed 247 square feet.

4. The parking and storage of rental trucks and trailers shall be limited to the northeast corner of the site and shall not occur within parking spaces adjacent to Durango Drive or Westcliff Drive.

5. All parking space dimensions, handicapped parking space dimensions, driveway aisle widths and loading zone dimensions shall be in conformance with the requirements of Title 19.10.

6. All signage shall conform to the requirements of Title 19.14.060(F).

7. All development shall be in conformance with the site plan and landscape plan date stamped 03/18/09, and building elevation photographs, date stamped 02/20/09, except as amended by conditions herein.

8. Plant material in conformance with the approved quantities of vegetation listed on the landscape plans approved by the Planning and Development Department dated 08/15/97 shall be provided on site. The quantities shall consist of a minimum of five, 15-gallon trees, a minimum of 43, five-gallon shrubs and a minimum of 20, one-gallon shrubs per the approved landscape plans.

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 business license for a Truck Rental establsihment. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

10. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

11. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

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. No washing of rental vehicles allowed on-site unless specific written approval for such is obtained from the Industrial Waste Section.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review (Z-0110-90) to eliminate required landscape and to add truck storage for a proposed Truck Rental Establishment in conjunction with an existing Convenience Store and Restaurant at 8490 Westcliff Drive. The applicant has also submitted applications for a General Plan Amendment (GPA-33542) to change the General Plan designation from SC (Service Commercial) to GC (General Commercial), a Rezoning (ZON-33543) from C-1 (Limited Commercial) zone to C-2 (General Commercial) zone and a Special Use Permit (SUP-33544) for a for a Truck Rental establishment. The addition of a Truck Rental establishment to an existing Convenience Store and Restaurant will create an overbuilt site within an existing property already containing high-traffic and heavy volume uses. Altering the existing zoning and General Plan designations to facilitate the Truck Rental use will create a land use pattern that is inconsistent with the surrounding zoning districts, in turn indicating that the subject site is not an appropriate location for the proposed use; therefore, staff recommends denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/07/90	The City Council approved a Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/25/91	The Planning Commission accepted a withdrawal of a Plot Plan and Building Elevation Review [Z-0110-90(1)] for a proposed Shopping Center located at the northeast corner of Westcliff Drive and Durango Drive.
04/01/92	The City Council approved a Reinstatement and Extension of Time [Z-0110-90(2)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
04/30/92	The City Council approved a Special use Permit (U-0036-92) to allow the sale of beer and wine, and the sale of gasoline, in conjunction with a proposed Convenience Store, and to allow a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/19/93	The City Council approved an Extension of Time [Z-0110-90(3)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.

06/04/93	The City Council approved an Extension of Time [U-0036-92(1)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
05/12/94	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0110-90(5)] for a temporary construction trailer to be located at the northeast corner of Westcliff Drive and Durango Drive. Staff recommended approval of this request.
05/18/94	The City Council approved an Extension of Time [Z-0110-90(4)] of an approved Rezoning (Z-0110-90) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located at the northeast corner of Westcliff Drive and Durango Drive. The Planning Commission and staff recommended approval of this request.
06/09/94	The City Council approved an Extension of Time [U-0036-92(2)] for an approved Special Use Permit (U-0036-92) for the sale of beer and wine and the sale of gasoline, in conjunction with a proposed convenience store; and for a proposed Tavern on property located at the northeast corner of Westcliff Drive and Durango Drive. The Board of Zoning Adjustment and staff recommended approval of this request.
03/19/08	The City Council approved a Special Use Permit (SUP-25955) for a Package Liquor Off-Sale Establishment in conjunction with an existing Convenience Store at 8490 Westcliff Drive. The Planning Commission and staff recommended approval of this request.
04/09/09	The Planning Commission recommended denial of companion items GPA-33542, ZON-33543 and SUP-33544 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #30/dc).
Related Building Permits/Business Licenses	
08/15/97	A building permit (#97016880) was issued for a new building certificate of occupancy at 8490 Westcliff Drive. The permit received final approval 03/31/98.
08/15/97	A building permit (#97016881) was issued for onsite improvements at 8490 Westcliff Drive. The permit received final approval 03/05/98.
12/22/97	A building permit (#97025190) was issued for a new commercial building at 8490 Westcliff Drive. The permit received final approval 02/10/98.
01/21/98	A building permit (#98001099) was issued for exterior wall signage at 8490 Westcliff Drive. The permit received final approval 03/03/98
03/24/98	A building permit (#98006012) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/11/00 without receiving final approval.
04/23/99	A building permit (#99007845) was issued for a 6.25 square-foot exterior wall sign at 8490 Westcliff Drive. The permit received final approval 02/23/00.
06/12/02	A building permit (#02010547) was issued for a channel letter wall sign and

	light band at 8490 Westcliff Drive. The permit expired 12/14/02 without receiving final approval.

07/31/02	A building permit (#02013792) was issued for a tenant improvement remodel at 8490 Westcliff Drive. The permit received final approval 09/25/02.
05/20/03	A building permit (#03010225) was issued for a sign at 8490 Westcliff Drive. The permit received final approval on 08/22/03.
05/21/03	A building permit (#03010265) was issued for a water kiosk at 8490 Westcliff Drive. The permit received final approval on 10/09/03.
12/09/03	A business license (#P35-00642) was issued for a pay phone location at 8490 Westcliff Drive. The license is currently active.
10/19/05	A building permit (#05007416) was issued for a kitchen remodel at 8490 Westcliff Drive. The permit received final approval on 01/27/06.
09/26/06	A building permit (#06006102) was issued for a sign at 8490 Westcliff Drive. The permit expired 03/31/07 without receiving final approval.
10/05/06	A building permit (#06006269) was issued for a sign at 8490 Westcliff Drive. The permit was rejected final approval 04/02/07 and expired 09/29/07.
10/05/06	A business license (#L10-00264) was issued for beer/wine/cooler off-sale at 8490 Westcliff Drive. The license was marked out 03/20/08.
10/24/06	A business license (#G01-02269) was issued for restricted gaming at 8490 Westcliff Drive. The license is currently active.
11/07/06	A business license (#C15-00312) was issued for a convenience store/deli at 8490 Westcliff Drive. The license is currently active.
11/20/06	A business license (#C05-02255) was issued for retail tobacco sales at 8490 Westcliff Drive. The license is currently active.
05/24/07	A building permit (#07001743) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 09/20/07.
03/26/08	A business license (#L15-00141) was issued for package liquor sales at 8490 Westcliff Drive. The license is currently active.
04/19/08	A business license (#C08-01795) was issued for amusement machines at 8490 Westcliff Drive. The license is currently active.
05/22/08	A building permit (#08000183) was issued for a sign at 8490 Westcliff Drive. The permit received final approval 08/12/08.
08/06/08	A business license (#R07-00831) was issued for a restaurant at 8490 Westcliff Drive. The license is currently active.
01/08/08	A Code Enforcement complaint (#70530) was process for signage on city property. The case was resolved 10/10/08.
Pre-Application Meeting	
02/04/09	A pre-application meeting was held with the applicant where the submittal requirements of a General Plan Amendment, Rezoning, Special Use Permit and a Site Development Plan Review were discussed.
Neighborhood Meeting	
03/10/09	A neighborhood meeting was held on Tuesday March 10, 2009 at 5:30pm at the LA Petite Academy, Training Room, located at 8451 Boseck Drive, Las Vegas, Nevada 89145. There was one representative of the applicant and one member of the Planning and Development Department in attendance at the meeting. There were no members of the general public present. The meeting was called to an end at 6:00 PM.

Field Check	
03/05/09	A field check was conducted by staff at the subject site. The subject property contained an existing Convenience Store with Fuel Pumps and a Restaurant within a single building. While the site was generally clean, staff noted that the window signage exceeded the 25% coverage permitted by Title 19.14, and the total area of wall signage exceeded the 20% maximum permitted by Title 19.14. In addition, a non-permitted wooden sign was noted at the northwest corner of the site fronting Durango Drive, the trash enclosure was missing the required screening gate, along with four rental trucks and two rental trailers parked on site.

Details of Application Request	
Site Area	
Gross Acres	0.87

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Convenience Store and Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single-Family Residences	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
West	Golf Course and Detention Basin [Approved Park and Ride Facility (SDR-26815) and Community Recreational Facility (SDR-27898)]	PR-OS (Parks/Recreation/ Open Space)	C-V (Civic)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	37,951 SF	N/A
Min. Lot Width	100 Feet	164 Feet	Y
Min. Setbacks			
• Front	20 Feet	65 Feet	Y
• Side	10 Feet	17 Feet	Y
• Corner	15 Feet	67 Feet	Y
• Rear	20 Feet	135 Feet	Y
Max. Lot Coverage	50%	9.5%	Y
Max. Building Height	2 Stories or 35 Feet, whichever is less	17 Feet	Y
Trash Enclosure	Screened, Enclosed	Screened, Enclosed	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08.060, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	51 Feet	165 Feet	Y
Trash Enclosure	50 Feet	250 Feet	Y

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree/6 Spaces	1 Tree	1 Tree	Y*
Buffer: Min. Trees	1 Tree/40 Linear Feet	5 Trees**	Zero Trees	N***
TOTAL		6 Trees	1 Tree	N***
Min. Zone Width	10 Feet (South)****		10 Feet	Y
	12 Feet (West)****		Zero Feet	N*****
	Zero Feet (North and East)****		Zero Feet	Y
Wall Height	6-8 Feet		No wall	N/A

* The original Site Development Plan Review (Z-0110-90) did not require parking lot landscaping for the existing 22 parking spaces on site. The applicant is proposing six additional parking spaces through this review, which would require one, 24-inch box tree.

** Site Development Plan Review (Z-0110-90) was approved with five, 15-gallon trees within the landscape buffers adjacent to Westcliff Drive and Durango Drive. Zero trees were required along the north and east perimeters of the subject property.

*** The applicant has requested an Exception to allow zero trees within the existing landscape buffers.
**** As approved through Site Development Plan Review (Z-0110-90).
***** The applicant has requested a Waiver to allow a zero-foot landscape buffer where 12 feet was approved.

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Convenience Store	2,746 SF	One space / 250 SF*	11		11		
Restaurant, Less than 2,000 SF (without Drive-Through)	605 SF	One space/50 SF of public seating and waiting area, plus one space/200 SF remaining GFA, with a min. of 10 spaces req'd	10		10		
Truck Rental	247 SF	One space for each rental vehicle, plus one space for each 250 SF of GFA	1		7		
SubTotal			20	1	27	1	
TOTAL			22		28		Y
Loading Spaces			1		1		Y

* Current Title 19.04 parking requirements for a Convenience Store use requires one parking space per 175 square feet; however, pursuant to Title 19.10.10(C)(1), "For any change of use that requires an increase in the number of required parking spaces, only the increased number of parking spaces shall be required." As no increase in the square-footage of the Convenience Store use will take place as part of this review, the subject property will not be required to conform to the current Convenience Store parking requirements.

Exceptions		
Request	**Requirement**	**Staff Recommendation**
To allow one, 24-inch box tree	Five, 24-inch box tree	Denial
To allow 27, five-gallon shrubs	43, five-gallon shrubs and 20, one-gallon shrubs	Denial

ANALYSIS

- **Land Use and Zoning**

  The subject site is located in the Southwest Sector of the General Plan and has a current General Plan designation of SC (Service Commercial). A General Plan Amendment (GPA-33542) to change the designation to GC (General Commercial) has been submitted along with the Rezoning request. The General Commercial category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. Examples include new and used car sales, recreational vehicle and boat sales, car body and engine repair shops, mortuaries, and other highway uses such as hotels, motels, apartment hotels and similar uses. The General Commercial category allows Service Commercial uses, and may also allow Mixed-Use development with a residential component where appropriate.

  A companion application to Rezone (ZON-33543) the site from the C-1 (Limited Commercial) district to the C-2 (General Commercial) district has also been submitted by the applicant. The proposed C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the General Commercial category of the General Plan.

  With the approval of the proposed Rezoning (ZON-33543) to the C-2 (General Commercial) zoning district and the General Plan Amendment (GPA-33542) to the GC (General Commercial) land use designation, the proposed Truck Rental establishment will be permissible with the approval of a Special Use Permit (SUP-33544).

- **Site Plan**

The site is located at the northeast corner of Westcliff Drive and Durango Drive. The site plan indicates an existing 3,598 square-foot building located near the central east portion of the property, and is accessed by two existing 25-foot ingress/egress easements adjacent to the northwest and southeast corners of the site. In addition to the 3,598 square-foot building, the site features an existing three-island fuel pump facility with canopy adjacent to the southwest corner of the site, a permitted coin-operated water purifying station, an air and water dispensing facility and a 30-foot sign along the west perimeter of the site.

The applicant is proposing to modify the site plan by placing an additional six parking spaces on the subject property. This will bring the parking provided on site from 22 parking spaces to 28 parking spaces and locate a 247-square-foot Truck Rental establishment within a portion of the Convenience Store. By removing 247 square feet from the Convenience Store use, the required Convenience Store parking will be reduced from 12 parking spaces to 11 parking spaces, effectively providing seven parking spaces for the Truck Rental use. Of those seven parking spaces provided, one parking space will function as the minimum required customer parking for the Truck Rental use, while the remaining six will be provided for the storage of rental trucks, located at the northeast corner of the site, away from Durango Drive. To ensure that the parking spaces adjacent to Durango Drive do not become cluttered with parked rental trucks, a condition has been added restricting the parking of rental trucks from the Durango Drive and Westcliff Drive frontages. Additionally, a condition has been added to the Special Use Permit limiting the subject property to a maximum of six rental trucks or trailers to be parked on the subject property at any time.

The applicant has additionally provided one 15-foot by 25-foot loading zone along the north perimeter of the site where no loading zone has been previously provided. In order to ensure that the parking spaces, handicapped accessible parking space, loading zone and driveway aisle widths conform to the requirements of Title 19.10, a condition has been added requiring compliance with the dimensional requirements of Title 19.10.

Landscape Plan

The landscape plan submitted depicts a total of one, 24-inch box tree and 27, five-gallon shrubs where five, 15-gallon trees and 43, five-gallon shrubs were required by the landscape plans approved through Site Development Plan Review (Z-0110-90). The applicant has requested an Exception to allow the existing landscape of one, 24-inch box tree and 27, five-gallon shrubs to remain in place. Staff recommends denial of this Exception request as the subject property provides sufficient landscape planters adjacent to the south perimeter, northeast corner, northwest corner of the building and east side of the existing building in which to locate the required plant material. A condition requiring compliance to the approved landscape plans has been added.

The original approved landscape plans differ from the current site configuration in that the original landscape buffer adjacent to Durango Drive has now been removed. The original plans indicated a landscape buffer of 12 feet in width, and Durango Drive built out to a width of 33 feet. Durango Drive has now been built out to a width of 50 feet, removing the original required landscape buffer. Pursuant to Title 19.08.030(G), no action by the City in connection with the acquisition or use of right-of-way or the installation of off-site improvements shall have the effect of rendering a previously conforming lot or structure non-conforming as to lot width, lot area, or setback requirements. As the buffer adjacent to Durango Drive is no longer in place due to the built-out width of Durango Drive, a condition has been added requiring that all quantities of landscape material provided on the original approved landscape plans be provided within existing planters on the subject property.

- **Elevations and Floor Plan**

The applicant has submitted photographs of the existing building in lieu of architectural drawings. The elevations depict a stucco building, with glass storefront windows along the south and west facades and a flat roof with a screening parapet. The signage displayed on the façade of the building, namely the window signage and a menu board at the southwest corner of the building, are not in compliance with the requirements of Title 19.14.060(F). A condition has been added requiring conformance to the sign standards of Title 19.14.060(F).

The floor plan submitted depicts a 3,598 square-foot building containing a 2,746 square-foot Convenience Store, a 605 square-foot Restaurant, and a 247 square-foot Truck Rental Establishment. The floor plan indicates the display racks, a cold vault, restrooms, storage room, sales counter, gaming area and an office associated with the Convenience Store use. A seating area and preparation/storage room are indicated for the Restaurant use, while a sales display area and a customer service counter are indicated for the Truck Rental Use. The existing and proposed uses within the 3,598 square-foot building each contain specific parking requirements. As the applicant will intend on utilizing every available parking space for each use on site, and any future expansion of any use may require the placement of additional parking spaces or the submittal of a parking Variance, a condition has been added limiting the square footage of each use to a maximum of 2,746 square feet for the Convenience Store; a maximum of 605 square-feet for the Restaurant; and a maximum of 247 square feet for the Truck Rental Establishment.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

The proposed Truck Rental establishment in conjunction with an existing Convenience Store and Restaurant is not compatible with adjacent development and development in the area as the applicant is seeking a zoning designation, land use designation, and a proposed use that is too intense for the surrounding 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;**

   With the approval of the associated request for a General Plan Amendment (GPA-33542) to the GC (General Commercial) land use designation for the site, the proposed development will become the only GC (General Commercial) property within the surrounding area. Landscape materials, parking lot layout and use restrictions have been conditioned to ensure compliance with Title 19 and previously approved entitlements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by Westcliff Drive and Durango Drive, both 100-foot Primary Arterials as designated by the Master Plan of Streets and Highways. The existing street facilities are adequate in size to meet the requirements of the proposed use and will not negatively impact neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials are appropriate for the area and for the City as the structure has been on the subject property since 1997 and approved through Site Development Plan Review (Z-0110-90). The landscape materials are not appropriate as the site is currently under landscaped and not in conformance with the original approved landscape plans. The site provides ample landscape planters for the minimum required landscaping.

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 building elevations, design characteristics and architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance. Staff notes that the applicant is not updating, altering, painting or modifying the existing building in any way from the previously approved Site Development Plan Review (Z-0110-90). The existing signage on the exterior of the existing building is not in compliance with the requirements of Title 19.14.060(F). A condition has been added requiring conformance to the sign standards of Title 19.14.060(F).

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   This proposal will not impact public health, safety or welfare since the development will be subject to the International Building Code and City inspections.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT	34
SENATE DISTRICT	8
NOTICES MAILED	288 by City Clerk
APPROVALS	2
PROTESTS	8

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-33546** APN: 138-28-401-009

Name of Property Owner: KIDCARD, LLC

Name of Applicant: CONVENIENCE SUPER STORE

Name of Representative: MURRAY PETERSEN

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Murray Petersen

Print Name: MURRAY PETERSEN

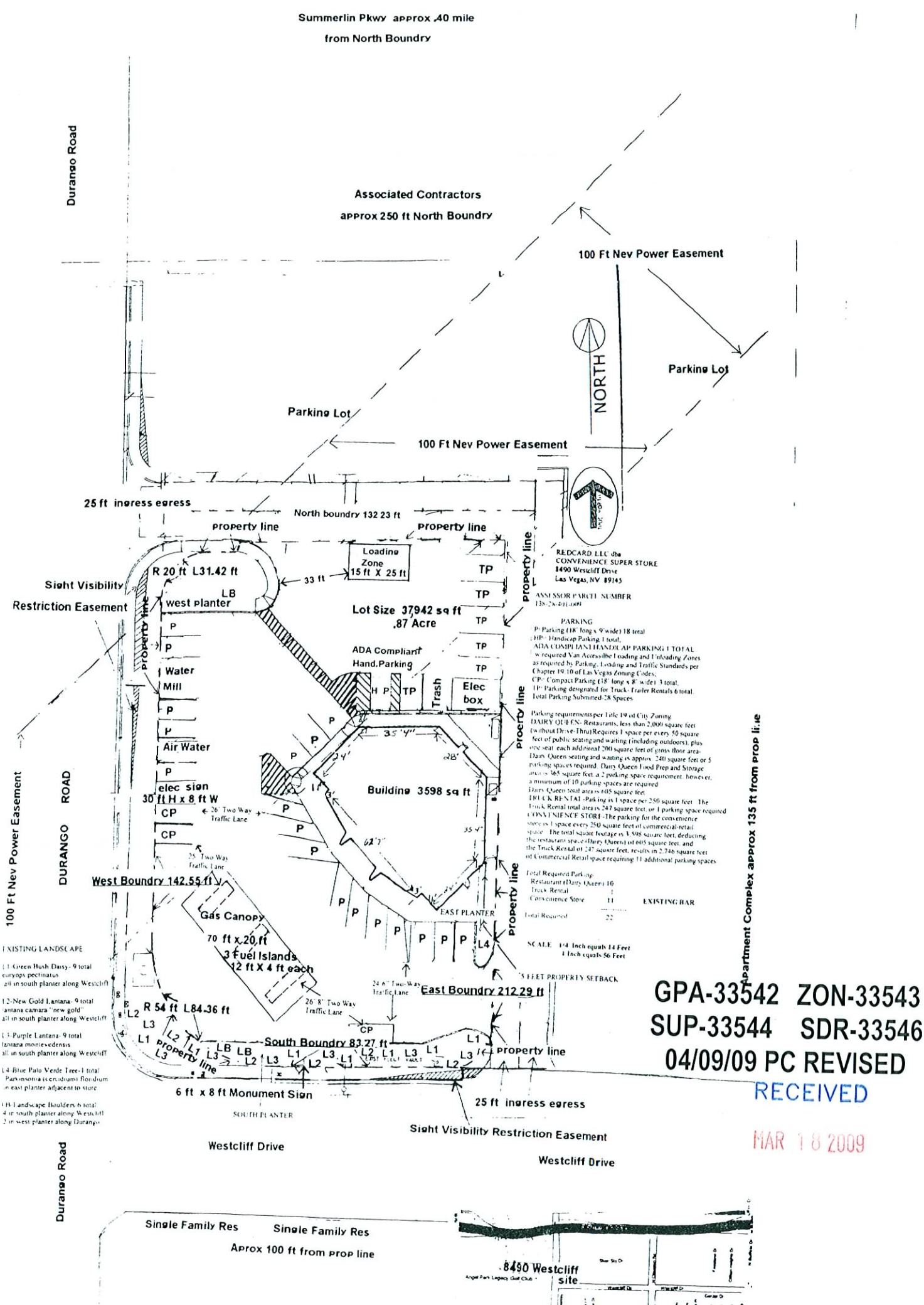
Subscribed and sworn before me

This 18TH day of FEBRUARY, 2011

Notary Public in and for said County and State

CLARK NEVADA

Notary Public - State of Nevada
County of Clark
LUIS DIAZ-PINA
My Appointment Expires
June 20, 2012
No: 08-7728-1



GPA-33542 ZON-33543
SUP-33544 SDR-33546
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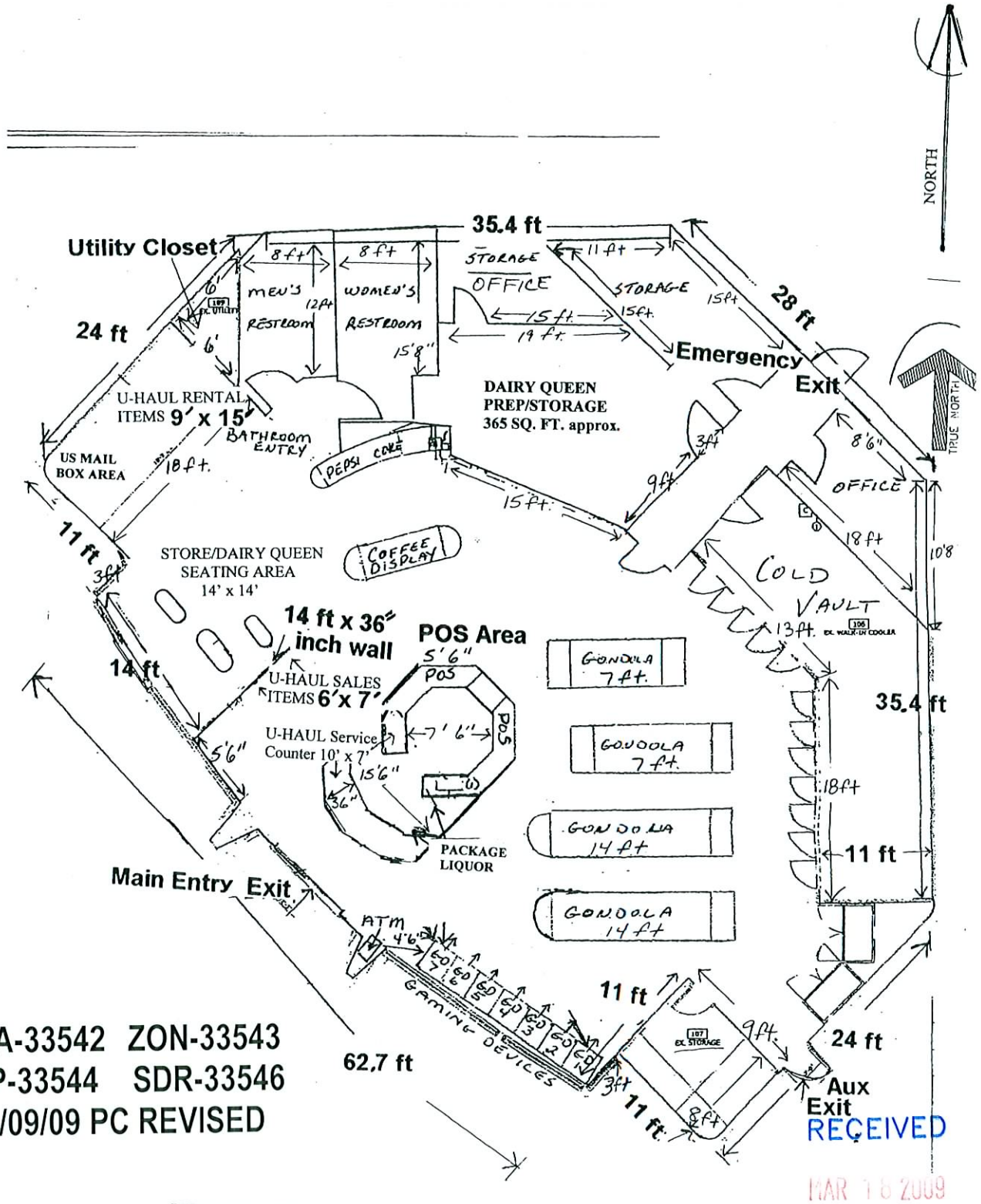

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SUP-33544 SDR-33546
04/09/09 PC REVISED

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REDCARD, LLC dba
CONVENIENCE SUPER STORE
8490 Westcliff Drive
Las Vegas, NV 89145

ASSESSOR PARCEL NUMBER
138-28-401-009

3,598 SQUARE FEET

SCALE 1 Inch equals 12 feet

Max Occupancy-119

Per M-Mercantile Load Factor

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

CONVENIENCE SUPER STORE
8490 Westcliff Drive, LV, 89145

East View



South View



South East View



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Southwest View



GPA-33542 ZON-33543
SUP-33544 SDR-33546
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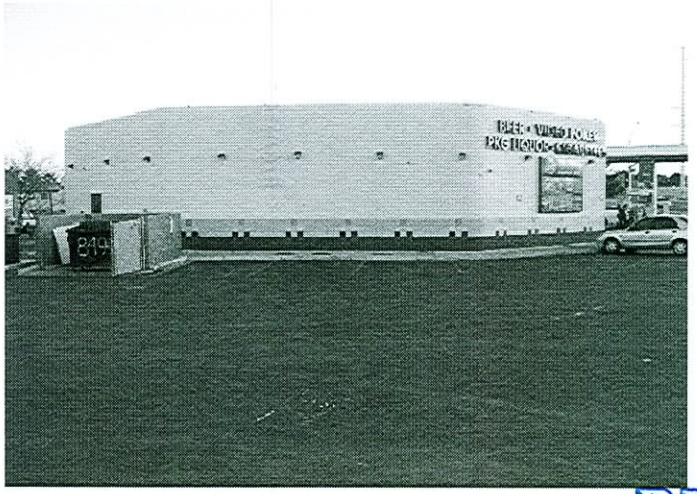
CONVENIENCE SUPER STORE
8490 Westcliff Drive, LV, 89145

West View



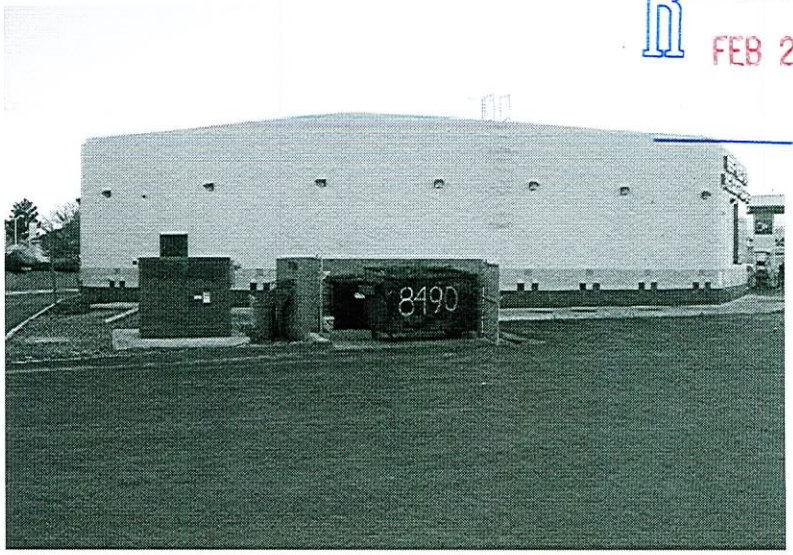
North View



North West View



North East View



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SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
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APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
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03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
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03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33546 - APPLICANT/OWNER: RED CARD, LLC
8490 WESTCLIFF DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Sinclair

DQ Dairy Queen

USPS AUTHORIZED SHIPPING SITE

CONVENIENCE SUPER STORE

Feb. 19, 2009

Planning and Development
City of Las Vegas
731 S. Fourth St.
Las Vegas, NV 89101

JUSTIFICATION LETTER
SITE DEVELOPMENT PLAN REVIEW

We are interested in offering TRUCK RENTALS, U-HAUL Trucks and Trailers specifically, for rent at our business located at 8490 Westcliff Drive. Our current zoning, C-1, does not allow for the use. We are requesting a rezoning from C-1 to C-2, with a General Plan Amendment Change from SC to GC, and a Special Use Permit to allow a Truck Rental. Additionally, we are submitting a Site Development Plan Review to request an increase of parking spaces.

Our current parking plan allows for 22 parking spaces including Handicapped and ADA accessible. Our new parking plan, if approved, will allow 28 total parking spaces including Handicapped and ADA accessible. The new parking plan will designate a total of 6 spaces dedicated to Truck and Trailer Rental; consequently, our maximum truck and trailer on site parking will be limited to 6.

The TRUCK RENTAL (U-Haul) will be designated a "U-Haul Dealer," whereby the rental and sale of moving items is incidental to our existing convenience store business. We will not be a "Service Center" where repairs, maintenance, excessive truck storage, etc., will occur.

We request a "Waiver" from the original conditions of approval for the site in regard to Landscape requirements as noted in paragraphs 3 and 4 of the attached letter from the City of Las Vegas, dated November 30, 1990. We have planted 29 drought tolerant shrubs and plants (depicted on our site plan) along our south boundary of Westcliff, and we installed an underground irrigation system- as landscaping and irrigation were absent from the property upon my purchase in October, 2006.

The north and east property lines mentioned in paragraph 3 have been improved and are now paved driveways and parking areas. We do have one drought tolerant tree in a planter adjacent to the building on our east side; however, there is no space to plant additional trees on either side.

Our west boundary has a landscape area in the northwest corner of the property which currently has

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

JUSTIFICATION LETTER
SITE DEVELOPMENT PLAN REVIEW

no underground irrigation nor an easily accessible source for irrigation. The planter has landscape boulders only.

Thank you for your time and consideration,

Murray Petersen
Redcard, LLC
dba: Convenience Super Store

8490 Westcliff Drive-Las Vegas, NV 89145 (702) 982-6206
E-Mail: murrayp@css-lv.com; Fax: (702) 982-6205

GPA-33542 ZON-33543
SUP-33544 SDR-33546
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
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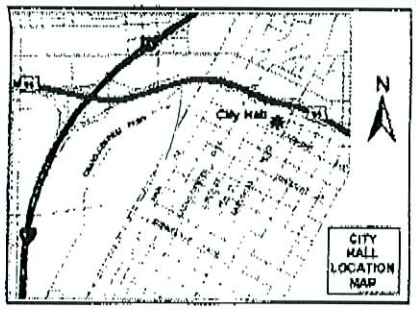

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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544

13828414017
C D LIVING TRUST
P O BOX 2104
LINDEN NJ 07036-0010

29P

City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
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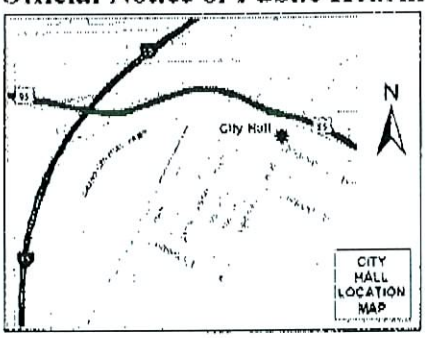

I AM OFFENDED & UPSET THAT THE APPLICANT HAS ALREADY INSTALLED A PERMANENT U-HAUL SIGN WEEKS AGO, AND IS ALREADY STORING TRUCKS ON-SITE. THIS BUSINESS IS A GAS STATION & CONVIENCE STORE, NO MORE, NO LESS.

ARI STOTLAND

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Case: SUP-33544

13828415061
STOTLAND ARI
101 BREEZY TREE CT #103
LAS VEGAS NV 89145-3992

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HOMEOWNER & 12 YEAR WARD 2 RESIDENT

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

29 P

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Las Vegas, Nevada 89101-2986

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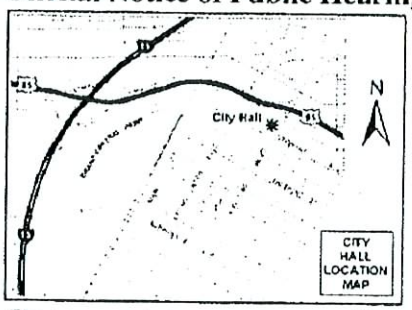

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Case: SJP-33544
13828415057
BURKE JOSEPH R & DARA
564 DEBRA ST
LIVERMORE CA 94550-2319

29 P

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Las Vegas, Nevada 89101-2986

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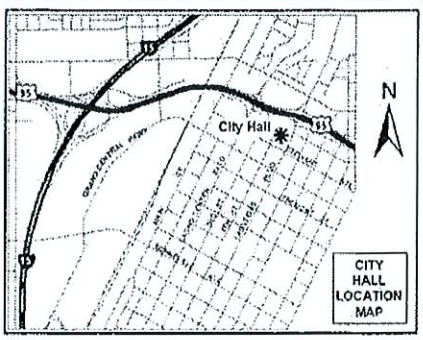

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544

13833110010
COOK LINDA J & BILLY W
8420 STAPLETON AVE
LAS VEGAS NV 89145-4758

29 P

03/31/2009 TUE 9:30 FAX 001/001

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Development Services Center
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Las Vegas, Nevada 89101-2986

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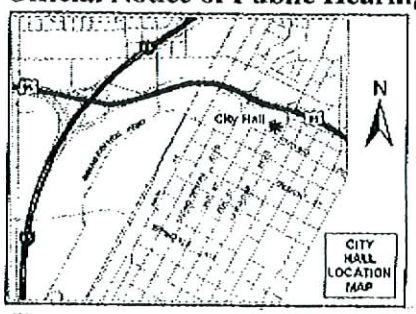

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Planning Commission Meeting of 4/9/2009

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Case: SUP-33544

13828415053
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

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Las Vegas, Nevada 89101-2986

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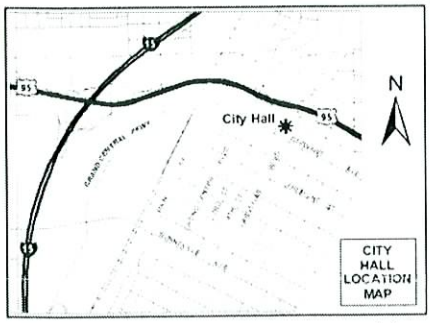

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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Planning Commission Meeting of 4/9/2009

Case: SUP-33544
13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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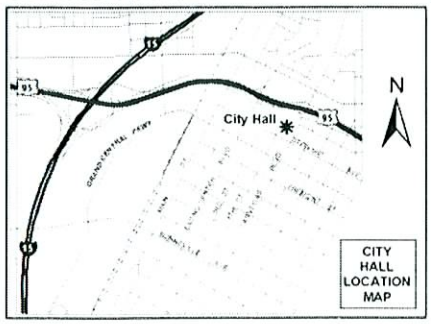

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546

Planning Commission Meeting of 4/9/2009

Case: SUP-33544

13833110075
ARDIGO MONICA
8421 STAPLETON AVE
LAS VEGAS NV 89145-4759

29 P

City of Las Vegas
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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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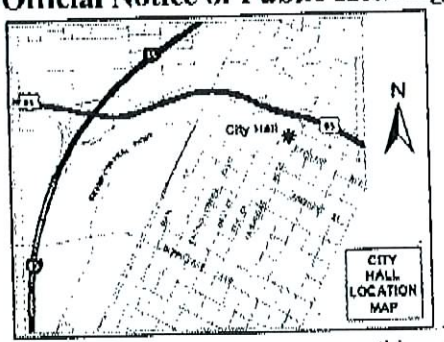

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Case: SUP-33544
13833111055
ROSENBERG PHILIP L & TRACEY L
5840 DUNEVILLE ST
LAS VEGAS NV 89118-2727

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546

Planning Commission Meeting of 4/9/2009

This is in the middle of a neighborhood.

They should not be able to Eliminate Required Landscaping

29P

MAR-31-2009 17:22 From: To:3857268 Page:2/2

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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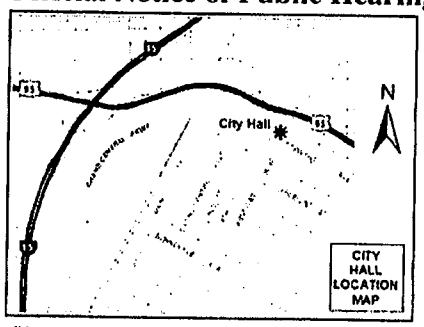

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

THERE IS ENOUGH AT THIS LOCATION.

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SUP-33544

13833110038
OLMSTEAD DIONE D
232 MOOSE LN
LAS VEGAS NV 89145-4748

Submitted after agenda

Date 4/7/09 Item 30 P

7022423297
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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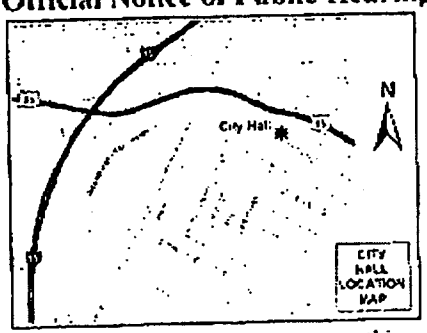

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SUP-33544 & SDR-33546

Planning Commission Meeting of 4/9/2009

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Case: SUP-33544

13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

Submitted at the meeting

Date

Item 30P

Apr 06 09 11:01a Marion Reinhardt

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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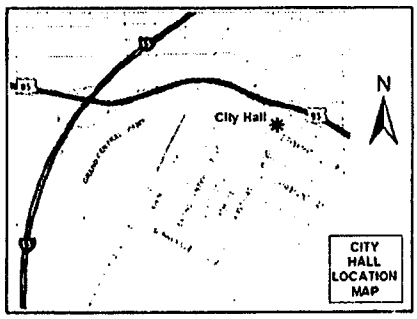

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☐ I SUPPORT this Request

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SUP-33544

13828414017
C D LIVING TRUST
P O BOX 2104
LINDEN NJ 07036-0010

Submitted after final agenda

Date Item 30 P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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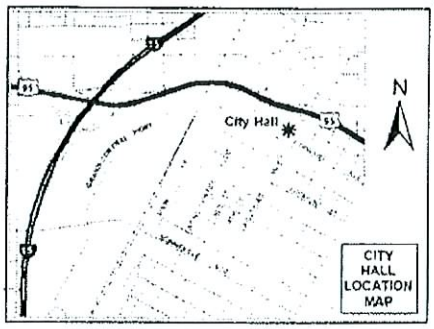

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

Case: SUP-33544
13828415040
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

29A

Mar 30 09 04:29p Michelle Gentile 702-838-5905 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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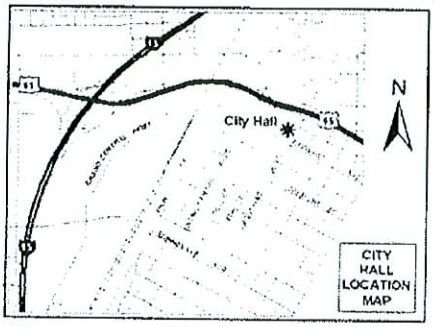

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Case: SUP-33544

13828415040
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

29 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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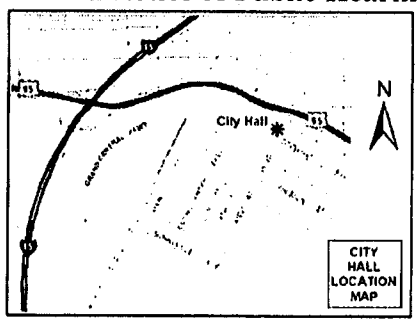

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SUP-33544 & SDR-33546
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SUP-33544
13833111081
DAVIS FAMILY BYPASS TRUST
P O BOX 2009
GARDENA CA 90247-0009

Submitted after final agenda

Date Item 30A

City of Las Vegas Agenda Item No.: **116.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

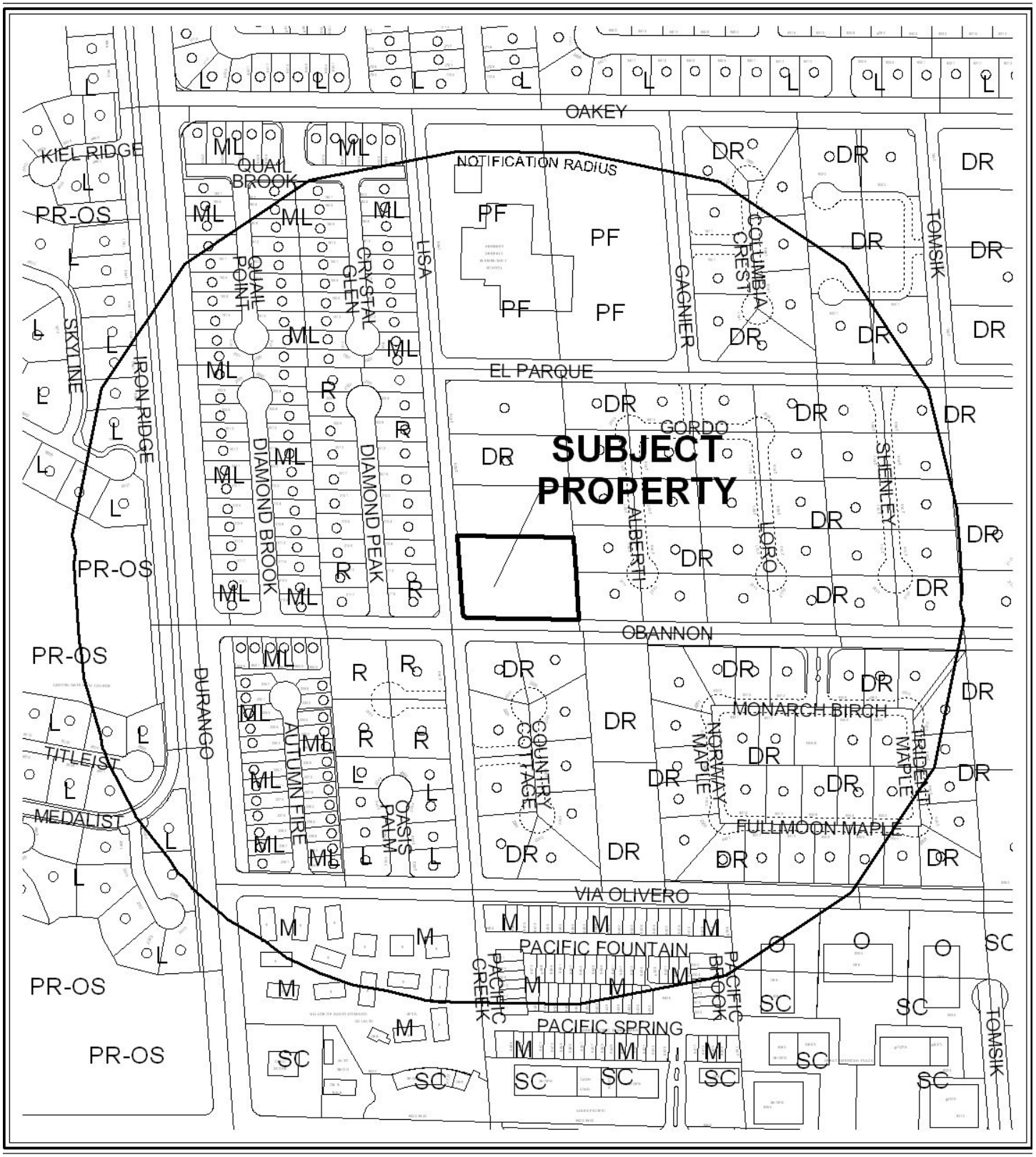
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-33597 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request to Amend a portion of the Southwest Sector Plan of the General Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), Ward 2 (Wolfson). The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**12**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 31



CASE: **GPA-33597**

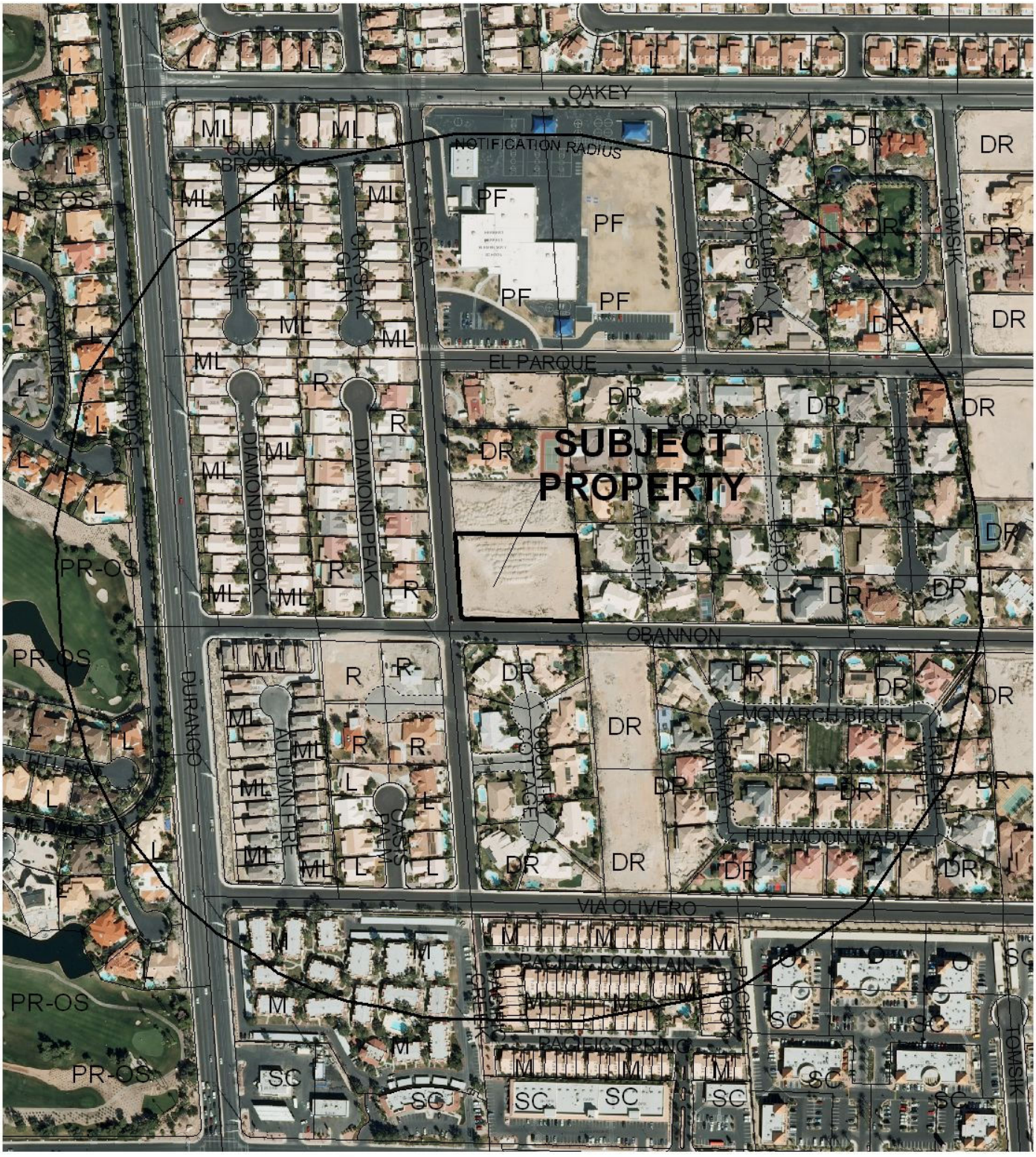
RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
PF (PUBLIC FACILITIES)

N



CASE: **GPA-33597**

RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
PF (PUBLIC FACILITIES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-33597 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES - OWNER: ARMONDO TULLY

** CONDITIONS **

The Planning Commission (4-2/se/gt vote) recommends DENIAL. Staff recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to Amend a portion of the Southwest Sector Plan of the General Plan from DR (Desert Rural Density Residential) to PF (Public Facilities) on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane. In addition to this application, the applicant has submitted a request for a Rezoning (ZON-33598) from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic) and a Site Development Plan Review (SDR-33599) for a proposed one-story, 18-foot tall 4,576 square-foot Church/House of Worship. The proposed PF (Public Facilities) General Plan designation is compatible with the surrounding land use designations and is an appropriate category for the Church/House of Worship use proposed for this property through Site Development Plan Review (SDR-33599); therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/19/86	The City Council approved a Petition to Annex (A-0009-85) the subject property as part of a larger request. The effective date of this Annexation was 03/26/86.
11/23/98	The City Council approved a request for a General Plan Amendment (GPA-0027-98) to amend a portion of the Southwest Sector of the General Plan on properties bounded by Holmby Avenue, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval of this request.
04/06/05	The Planning and Development Department administratively approved a Parcel Map (PMP-5279) for three residential lots at the northeast corner of O'Bannon Drive and Lisa Lane. The Parcel Map was never recorded.
04/09/09	The Planning Commission recommended denial of companion items ZON-33598 and SDR-33499 concurrently with this application. The Planning Commission voted 4-2/se/gt to recommend DENIAL (PC Agenda Item #31/dc).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this request.	
Pre-Application Meeting	
01/23/09	A pre-application meeting was held with the applicant where the submittal requirements of a Site Development Plan Review, Rezoning and General Plan Amendment were discussed.

Neighborhood Meeting	
03/09/09	A neighborhood meeting was held at 6:00 pm at the Sahara West Library, Board Room, located at 9600 West Sahara Avenue, Las Vegas, Nevada 89117. There were 12 members of the public, four representatives of the applicant and one member of the Planning and Development Department present. Questions from the public were as follows: • Parking capacity • Maximum occupancy of the church – The applicant responded 189 persons • Church service times - The applicant responded Sunday and Saturday no later than 6:00 pm end time, Monday-Friday 7:00 pm to 9:30 pm • Increased traffic on Lisa Lane and O'Bannon Drive • Request a traffic signal be installed at O'Bannon Drive and Durango Drive • Height of the building – The applicant responded 17 feet
Field Check	
03/05/09	A field check was conducted by staff at the subject property. The subject property was an undeveloped lot surrounded by a chainlink fence, which was noted as laying on the ground along the southern perimeter of the property. Several earth mounds and weeds were noted on site.

Details of Application Request	
Site Area	
Gross Acres	1.49

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation]
North	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation]
South	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single-Family Residences	R (Rural Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y*
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within a Rural Preservation Neighborhood 330-foot buffer area. The subject property meets the intent of the Rural Preservation Neighborhood 330-foot buffer area by providing an adequate buffer area, adequate screening and an orderly and efficient transition of uses.

ANALYSIS

The subject site is located in the Southwest Sector of the General Plan and has a current General Plan designation of DR (Desert Rural Density Residential). This is a proposal to amend the General Plan designation to PF (Public Facilities). The Public Facilities category allows for large governmental building sites and complexes, police and fire facilities, hospitals and rehabilitation sites, sewage treatment and storm water control facilities, and other uses considered public or semi-public such as libraries and public utility facilities.

A companion application to Rezone (ZON-33598) the site from the U (Undeveloped [DR (Desert Rural Density Residential) General Plan designation] district to the C-V (Civic) district has also been submitted by the applicant. The proposed C-V (Civic) district is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power and other public utility facilities. In addition, the C-V (Civic) district may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V (Civic) district is consistent with the Public Facilities category of the General Plan.

With the approval of this proposed General Plan Amendment to the PF (Public Facilities) land use designation and Rezoning (ZON-33598) to the C-V (Civic) zoning district, the proposed Church/House of Worship is a permissible use. The surrounding parcels to the north, east and south carry a DR (Desert Rural Density Residential) General Plan designation while the parcels to the west are designated R (Rural Density Residential). The two zoning districts permissible within the existing DR (Desert Rural Density Residential) General Plan designation are U (Undeveloped) and R-PD2 (Residential Planned Development – Two Units per Acre), both of which cannot be utilized to facilitate the development the proposed Church/House of Worship use as the U (Undeveloped) zoning district functions as a temporary classification to be used until property is ready to be developed for a more intense, permanent use while the R-PD2 (Residential Planned

Development – Two Units per Acre) is intended to provide for flexibility and innovation in residential development. As such, the applicant has requested this General Plan Amendment to change the General Plan designation from DR (Desert Rural Density Residential) to PF (Public Facilities) and a Rezoning (ZON-33598) from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic). The proposed Public Facilities General Plan designation is compatible with the surrounding land use designations and is an appropriate category for the Church/House of Worship use proposed for this property through Site Development Plan Review (SDR-33599); therefore, staff recommends approval of this request.

FINDINGS

Section 19.18.030.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,

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 Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The applicant has proposed locating a one-story, 18-foot tall 4,576 square-foot Church/House of Worship on the subject property. The proposed General Plan Amendment to PF (Public Facilities) allows large governmental building sites, complexes, police and fire facilities, non-commercial hospitals and rehabilitation sites, sewage treatment and storm water control facilities, schools, parks and other uses considered public or quasi-public such as libraries, clubs and public utility facilities, which will help facilitate the development of the proposed Church/House of Worship. The adjacent land use designations include R (Rural Density Residential) to the west and DR (Desert Rural Density Residential) to the north, east, and south which are compatible with the proposed designation.

In regard to "2":

The zoning district applicable under the proposed General Plan designation is a C-V (Civic) district. The applicant has requested a zone change from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to the C-V (Civic) district as a companion item (ZON-33598). The C-V (Civic) district is compatible with existing adjacent land uses and zoning district as the proposed 4,576 square-foot Church/House of Worship with a maximum occupancy of 189 persons is a low-volume neighborhood use.

In regard to "3":

Access to the site is provided by O'Bannon Drive, a 60-foot Local Street as designated by the Master Plan of Streets and Highways. The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

In regard to "4":

No other plans apply to this site.

PLANNING COMMISSION ACTION

There were three speakers in protest at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 293 by City Clerk

APPROVALS 3

PROTESTS 12

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-33597 APN: 163-04-305-006

Name of Property Owner: _____

Name of Applicant: LAKES CONGREGATION OF JEHOVAH'S WITNESSES

Name of Representative: RAFAEL A. NAVARRO

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Armando D. Tully Jr.

Subscribed and sworn before me

This 24th day of February 2009

Deanna Massaro

Notary Public in and for said County and State

DEANNA MASSARO
Notary Public, State of Nevada
Appointment No. 07-2131-1
My Appt. Expires March 1, 2011

EXISTING GENERAL PLAN

GPA-33597
REVISED
04/09/09 PC

RECEIVED
MAR 11 2009

PROPOSED GENERAL PLAN AMENDMENT



GPA-33597 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33597 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33597 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Lakes Congregation of Jehovah's Witnesses

10765 Woodlore Place, Las Vegas, NV 89144

January 12, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Subject: Justification Letter for Rezoning, Site Development Review and GPA on 1.49 acres at 2110 S. Lisa Lane, Las Vegas, NV 89117
APN: 163-04-305-006

To Whom It May Concern:

On behalf of The Lakes Congregation of Jehovah's Witnesses, The Lakes Congregation Trustees, respectfully request to rezone APN 163-04-305-006 from U (Undeveloped) [DR] (Desert Rural) General Plan Designation to CV (Civic), per requirements of Title 19 and City of Las Vegas staff. We also request a GPA (General Plan Amendment) from DR to PF to allow House of Worship use and a Site Development Plan Review in accordance with the City's regulations for such.

The intended use of the property is for religious services, education and fellowship activities for Jehovah's Witnesses who live in the nearby area.

We feel that the project meets the intent of the proposed zoning regulations and use requirements. The proposed 5,000 square foot building and exterior possess design elements that provide significant open space, parking and landscaping that exceeds the City's landscape requirements.

If you have any questions or concern, please feel free to contact us. Thank you for your consideration.

Respectfully,

Rafael A. Navarro *(Tony)*
Lakes Congregation of Jehovah's Witnesses
Building Committee Chairman
tonyinlvnv@Gmail.com
Cell: (702) 219-6312
Home: (702) 228-6703

GPA-33597 ZON-33598
SDR-33599 04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE

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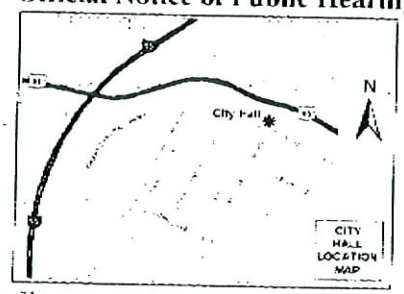

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 31 2009

Case: GPA-33597

163044100307
HOGAN KATHLEEN A TRUST
2249 OASIS PALM CT
LAS VEGAS NV 89117-1807

Page 1

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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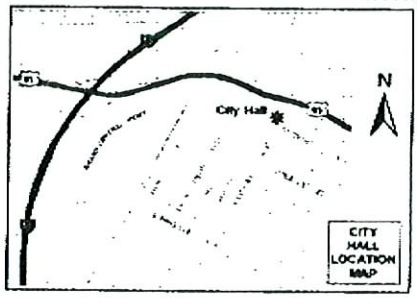

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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MAR 3 1 2009

Case: GPA-33597

16304315005
MARINA LAWRENCE & M LIV TR
1900 COLUMBIA CREST CT
LAS VEGAS NV 89117-8904

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIP CODE 89101

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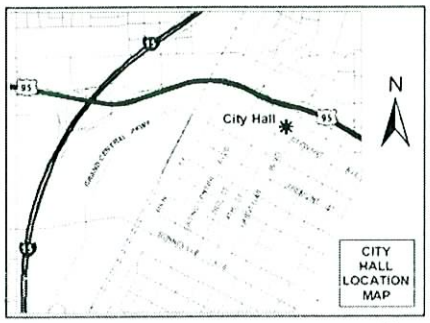
Official Notice of Public Hearing



There are already 2-3 churchs within 1/2 mile from this pacel.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304310019
COFFEY STEVEN M SEPARATE PPTY TR
2001 ALBERTI CT
LAS VEGAS NV 89117-1854

89117$1854 *2023*

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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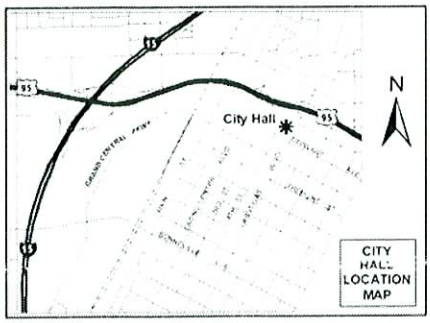

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

Case: GPA-33597

16304312012
CHING VERNON
2005 DIAMOND BROOK CT
LAS VEGAS NV 89117-1864

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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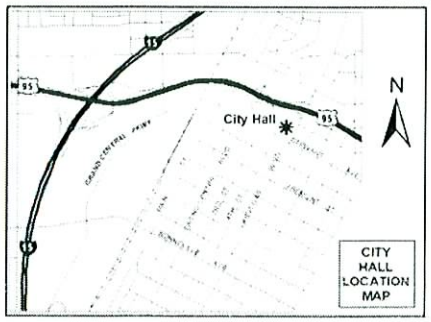

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☒ I OPPOSE this Request

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

Case: GPA-33597

16304401005
DIAZ GUERRERO & MARIA
2173 S LISA LN
LAS VEGAS NV 89117-1833

31 P

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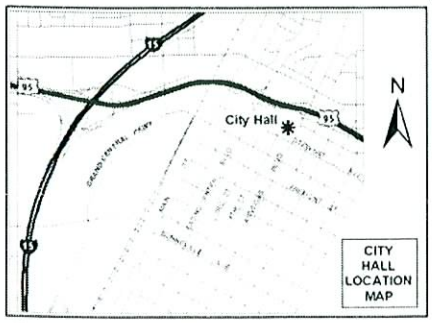

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304311014
WILDT JESSE HERMAN TRUST -TR B
2012 DIAMOND PEAK CT
LAS VEGAS NV 89117-1867

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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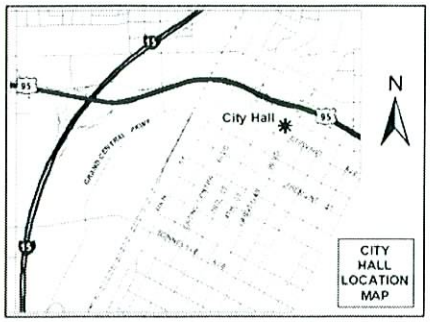

This is a residential area. We have 4 undeveloped lots on this area of O'Bannon. Changing the zoning for this one sets a precident of residential concern. Parking & traffic is of

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Case: GPA-33597
16304413018
REINEKE KURT B JR & CHERYL BETH
2204 TRIDENT MAPLE ST
LAS VEGAS NV 89117-1893

We -

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Concern as well. There is already a Parking problem on Lisa because of the school (Oakey & Lisa).

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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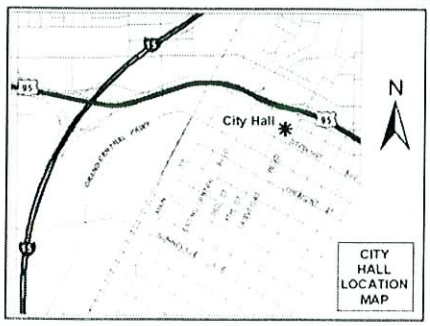

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MAR 3 1 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304311002
FOSELLI 1996 REVOCABLE TRUST
2113 DIAMOND PEAK CT
LAS VEGAS NV 89117-1868

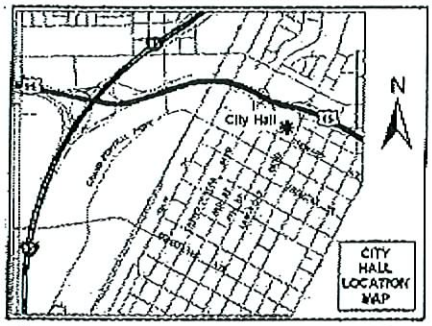
31 P

APR/01/2009/WED 05:25 AM COX VIDEO &DATA SUPP FAX No. 7029950685 P. 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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Case: GPA-33597

16304312025
FISHER RITA ANN
2120 DIAMOND BROOK CT
LAS VEGAS NV 89117-1866

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City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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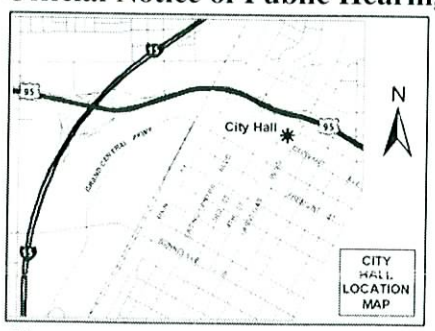

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APR 02 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304410007
HOGAN KATHLEEN A TRUST
2249 OASIS PALM CT
LAS VEGAS NV 89117-1807

31P

04/01/2009 02:15 17028690979 WADE PAGE 02

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas. Nevada 89101-2986

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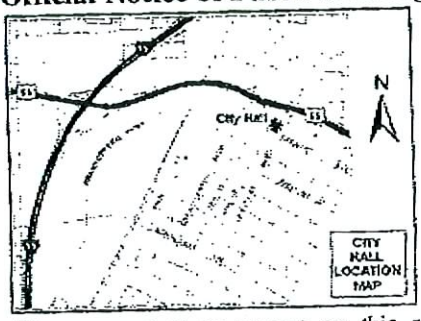
Official Notice of Public Hearing



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☐ I SUPPORT this Request

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Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: GPA-33597

16304417019
WADE DAN & DANA M
8920 CANYON SPRINGS DR
LAS VEGAS NV 89117-5847

31P

Davidson Residential Real Estate, LLC

VIA FAX: 385-7268

April 2, 2009

RECEIVED
APR 02 2009

City of Las Vegas
Planning and Development Department
721 South 4th Street
Las Vegas, NV 89101

RE: GPA 33597 and ZON-33598

To Whom It May Concern:

Please be advised that we are vehemently OPPOSED to the approval of the above referenced General Plan Amendment and Site Development Plan.

Sincerely,

DAVIDSON RESIDENTIAL REAL ESTATE, LLC

Steven Davidson
Managing Member

SD/sw

1920 Columbia Crest Court • Las Vegas, NV 89118
Phone: 702-360-8666 • Fax: 702-360-9960

31P

City of Las Vegas
Planning & Development Department
Development Services Center
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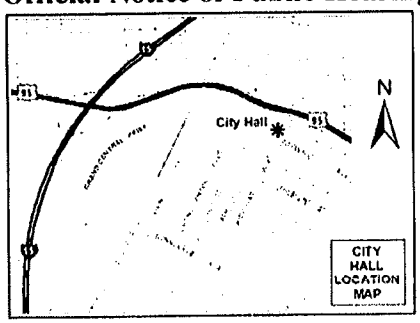

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304413017
HANSEN KEVIN R & CARRIE A
2300 TRIDENT MAPLE ST
LAS VEGAS NV 89117-1894

Please keep residential-
Concern about traffic, close to school
Carrie Hansen

Submitted after final agenda

Date 4/7/09 Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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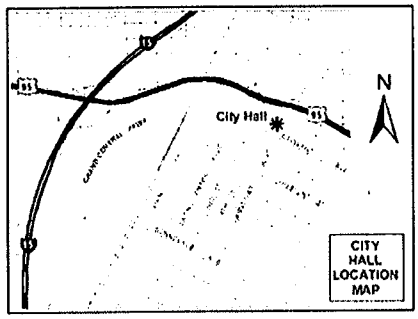

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

TO WHOM IT MAY CONCERN:
WITH HOUSING PRICES IN OUR CITY ALREADY IN A SERIOUS SLUMP, I STRONGLY OPPOSE THE CONSTRUCTION OF A PUBLIC FACILITY IN MY NEIGHBORHOOD, WHICH I BELIEVE WILL NEGATIVELY IMPACT NOT ONLY THE VALUE OF MY HOME, BUT ALSO ITS SAFE FAMILY ENVIRONMENT. BY BRINGING MORE TRAFFIC AND NOISE THROUGH OUR STREETS.

Pam Callaway

Case: GPA-33597
1630441701?
CALLAWAY PAMELA
8509 QBANNON RD
LAS VEGAS NV 89117-5957

* IRONICALLY, THIS SAME THING HAPPENED IN MY LAST L.V. NEIGHBORHOOD, WITH A NEGATIVE IMPACT.

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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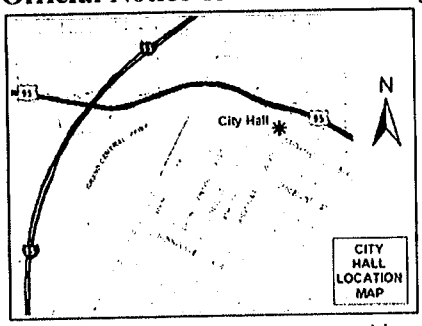

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☒ I OPPOSE this Request

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304315005
MARINA LAWRENCE & M LIV TR
1900 COLUMBIA CREST CT
LAS VEGAS NV 89117-8904

Submitted after final agenda

Date Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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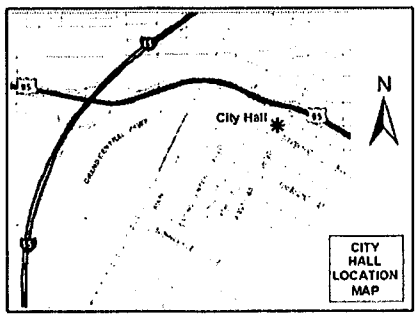

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: GPA-33597
16304413031
WORTHEN JR FAMILY TRUST
8317 MONARCH BIRCH AVE
LAS VEGAS NV 89117-1892

Submitted after final agenda

Date: Item: 31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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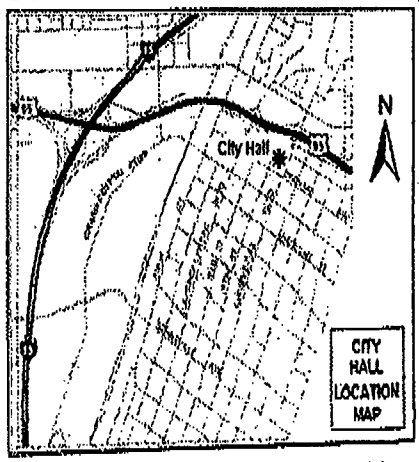

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APR 07 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: GPA-33597
16304413023
MUNSON FAMILY TRUST
8309 MONARCH BIRCH AVE
LAS VEGAS NV 89117-1891

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Staff final agenda

Date

Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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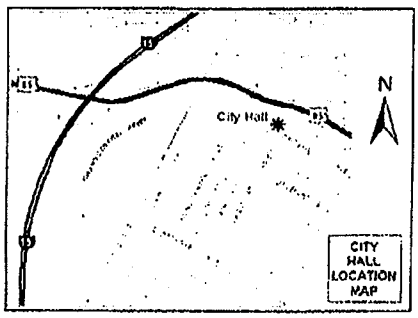

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Residential area
Too much traffic
Developer says 50+ per day
100+ on Sat + Sun

Case: GPA-33597
16304413026
STOCKETT FAMILY TRUST
8304 FULLMOON MAPLE AVE
LAS VEGAS NV 89117-1895

Submitted after final agenda

Date Item 31P

Apr 05 09 10:25p Stockett & Associates 702 360 8871 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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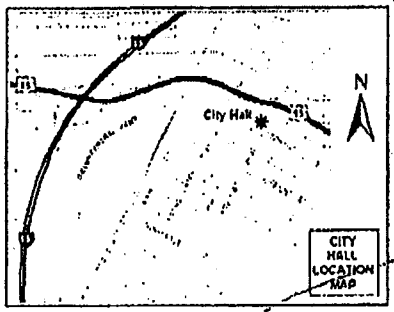
Official Notice of Public Hearing



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APR 08 2009

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Case: GPA-33597

16304312026
SLOAN ARTHUR L & NAOMI B
2124 DIAMOND BROOK CT
LAS VEGAS NV 89117-1866

☐ I SUPPORT this Request

☒ I OPPOSE this Request ABSOLUTELY

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

702-838-3407
Steinberg Home
Apr 08 09 01:36p

Received after final agenda

Date Item 31 P

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MAR 03 2009

Nora Lares

From: Doug Rankin
Sent: Tuesday, March 03, 2009 1:29 PM
To: Nora Lares; Peter Lowenstein
Subject: FW: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

-----Original Message-----
From: Teresa Morrell
Sent: Tuesday, March 03, 2009 11:10 AM
To: Doug Rankin
Subject: FW: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

For your review.

-----Original Message-----
From: Foxes2204@AOL.Com [mailto:Foxes2204@AOL.Com]
Sent: Tuesday, March 03, 2009 10:58 AM
To: Planning Internet Email
Subject: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

Citizen Name: Kurt B. and Cheryl-Beth Reineke

Email: Foxes2204@AOL.Com

IP Address: 207.200.116.135

Comments: Dear Sirs and Madams of the Planning Commission, As 10 year residents of Sycamore Estates (entrance on O'Bannon), we adamantly oppose changing any lot in our residential area to public facilities. This area is residential. This lot is next to homes not to another Public facility. Nor is the lot on major traffic bearing roads. There are 4 undeveloped lots on O'Bannon between Durango and Cimarron and by changing this lot in question you set a precedent we do not want. In the past, public meetings were held in homes across the street from this area and they caused dangerous traffic, parking and pedestrian issues. There is already overflow travel and parking traffic on Lisa Lane and West Oakey from the Elementary School and additional traffic would create more issues. I would hope in these precarious fiscal times that the commission would not make a decision that would impact residents that have paid and still are paying to live in a lovely residential area. You would be committing existing residents to a change that we would not have chosen for ourselves. There are many undeveloped, non-residential lots and empty buildings in this immediate area.
We hope the Commission will deny this application of re-zoning.

Concerned Residents,
Kurt B. and Cheryl-Beth Reineke

Date: 3/3/2009 10:57:56 AM

Submitted after final agenda

Date Item 3|P

March 31, 2009

RECEIVED
APR 06 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101-2986

Re: SDR-33599
GPA-33597 and ZON-33598
Jehovah Witnesses

Gentlemen:

As a homeowner directly affected, we vehemently OPPOSE any changes to the General Plan as proposed by the Jehovah's Witnesses. This proposal affects our expectation to live as we chose to live when we purchased our property which did not include any public or civil facilities according to the General Plan. The only exception is Derfelt Elementary School, which does cause problems, but have grudgingly accepted.

What disturbs us is the fact that this group has already started to clear the property and had recently congregated at night with some sort of get together which was very loud and invaded the peace we have at night. Our opposition also includes the fact that traffic would increase twofold day and night, which, again, would affect our expectation of a peaceful existence covered within the parameters of the General Plan. They would be parking up and down the street and cause noise and pollution. We don't need a whole bunch of cultists driving or walking our streets checking us out every time they go by our house.

Also, upon a little research, I have read that Christian denominations denounce this group as either a cult or heretical sect and have been banned in some countries. They also do not believe in military service and believe that saluting the American flag or standing for the national anthem are forms of idolatry. I cannot condone having an organization with these beliefs congregating next door to us because they will instill a fear for the safety of my family and we should not have to tolerate being exposed to this un-American group in our neighborhood. Most disturbingly, upon my research is the fact that I read members are ordered to **maintain silence on SEXUAL ABUSE to avoid embarrassment to both the accused and the organization.** Now, members are constantly urged to devote more time to door-to-door preaching. How dangerous can this be for our neighborhood as well as others nearby?!!

We reject and oppose any change to the General Plan as concerns the Jehovah Witnesses. **We should not have to live in FEAR.** We beseech the Council to reject this plan.

Sincerely,
Mitchell & Carol Hampp
Mitchell and Carol Hampp

Submitted after final agenda

Date Item 3|P

2010 S. Lisa Lane
Las Vegas, NV 89117

Michael and Elena Johnston
2308 Trident Maple Street
Las Vegas, NV 89117

City of Las Vegas
Planning Department
731 South 4th Street
Las Vegas, NV 89101

Attn: David Cornower

Reference: Zoning Change Request No. ZON-33598, GPA-33597 & SDR-33599

We live in the neighborhood that includes the property that the above referenced zoning change request exists. As we understand it, there is a proposal to build a church on the property that is currently zoned for residential. The property is **surrounded by residential** properties and we **strongly object** to a civic building being erected on this property.

In the past there have be difficulties with an organized religious group holding services in the neighborhood resulting in a huge amount of traffic and pedestrians crossing dangerously in the middle of the street and generally causing a great deal of difficulty for the residents in the area. That problem resulted in a denial by the Planning Department to hold religious services in a private home.

Now a request to rezone the property to erect a church would cause an increase in traffic, cause dangerous pedestrian traffic and irreversibly damage property values (as if we haven't be hurt enough). A church simply does not belong in the middle of a residential area. There are no main streets off of which they can approach the property. They have to travel on O'Bannon which certainly was not constructed to absorb that amount of traffic. In addition, I don't believe that the property is large enough to accommodate the necessary parking spaces and this will result in cars being parked on the street and people crossing the street indiscriminately.

Submitted after final agenda RECEIVED
Date Item 31P APR 03 2009

As a ten-year owner of property in the area I strongly request that you deny the zoning changes and help us maintain our well being and property values. Help us keep our residential areas residential and not permit civic building erected in our areas.

Your assistance in the area would be greatly appreciated. If you would like to contact us, please feel free to do so. Our phone number is (702) 240-3506 and e-mail is mikelena@earthlink.net.

Sincerely,

Michael and Elena Johnston

RECEIVED

APR 03 2009

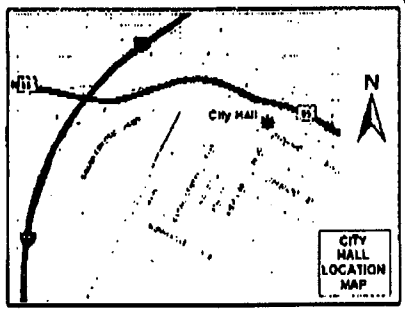
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.39[4]

MAILED FROM ZIP CODE

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 08 2009

Case: GPA-33597
16304401002
PORTNOFF FAMILY TRUST
1335 RADWICK DR
LAS VEGAS NV 89110-2025

89110$2025 C021

Submitted after final agenda

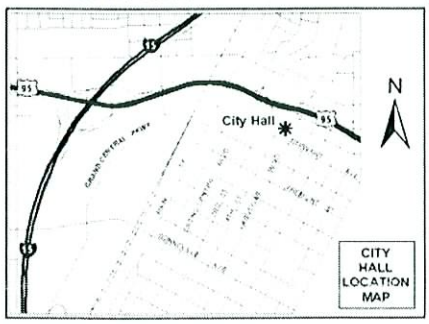
Date Item 31 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIPCODE 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.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 02 2009

Case: GPA-33597

16304311011
MERICA JOE R
2000 DIAMOND PEAK CT
LAS VEGAS NV 89117-1867

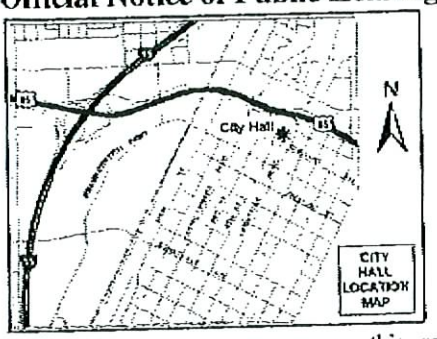
31A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 30 2009

Case: GPA-33597
16304316009
THORLEY ROLLIN GEORGE & PAMELA B
2111 SHENLEY CT
LAS VEGAS NV 89117-8924

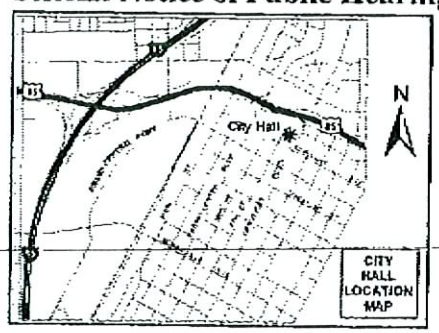
31 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 30 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304305006
TULLY ARMONDO
8805 ROBINSON RIDGE DR
LAS VEGAS NV 89117-5812

89117$5812 C033

31A

City of Las Vegas Agenda Item No.: **117.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

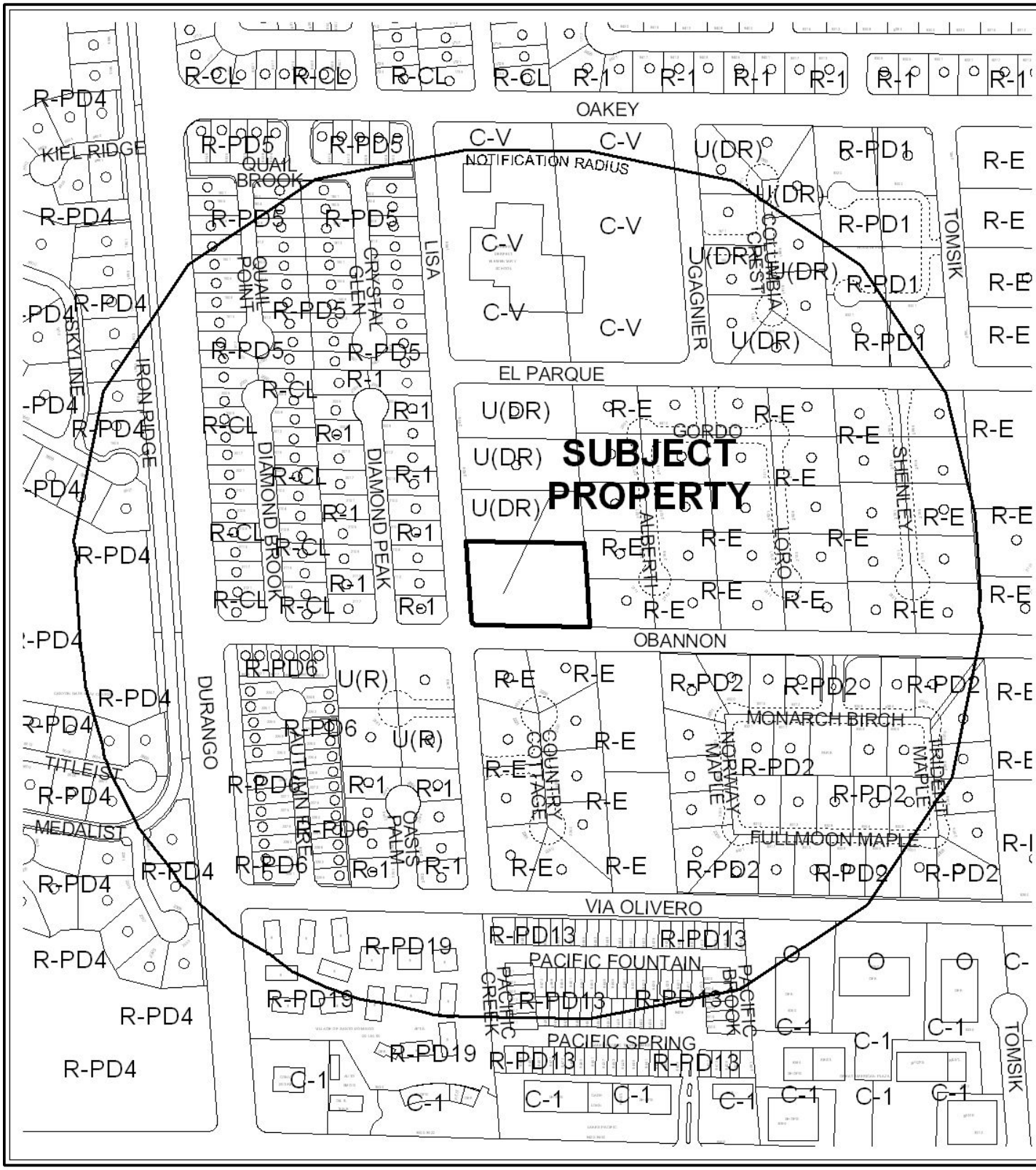
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-33598 - REZONING RELATED TO GPA-33597 - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request for a Rezoning FROM: U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: C-V (CIVIC) on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), Ward 2 (Wolfson). The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**12**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 32

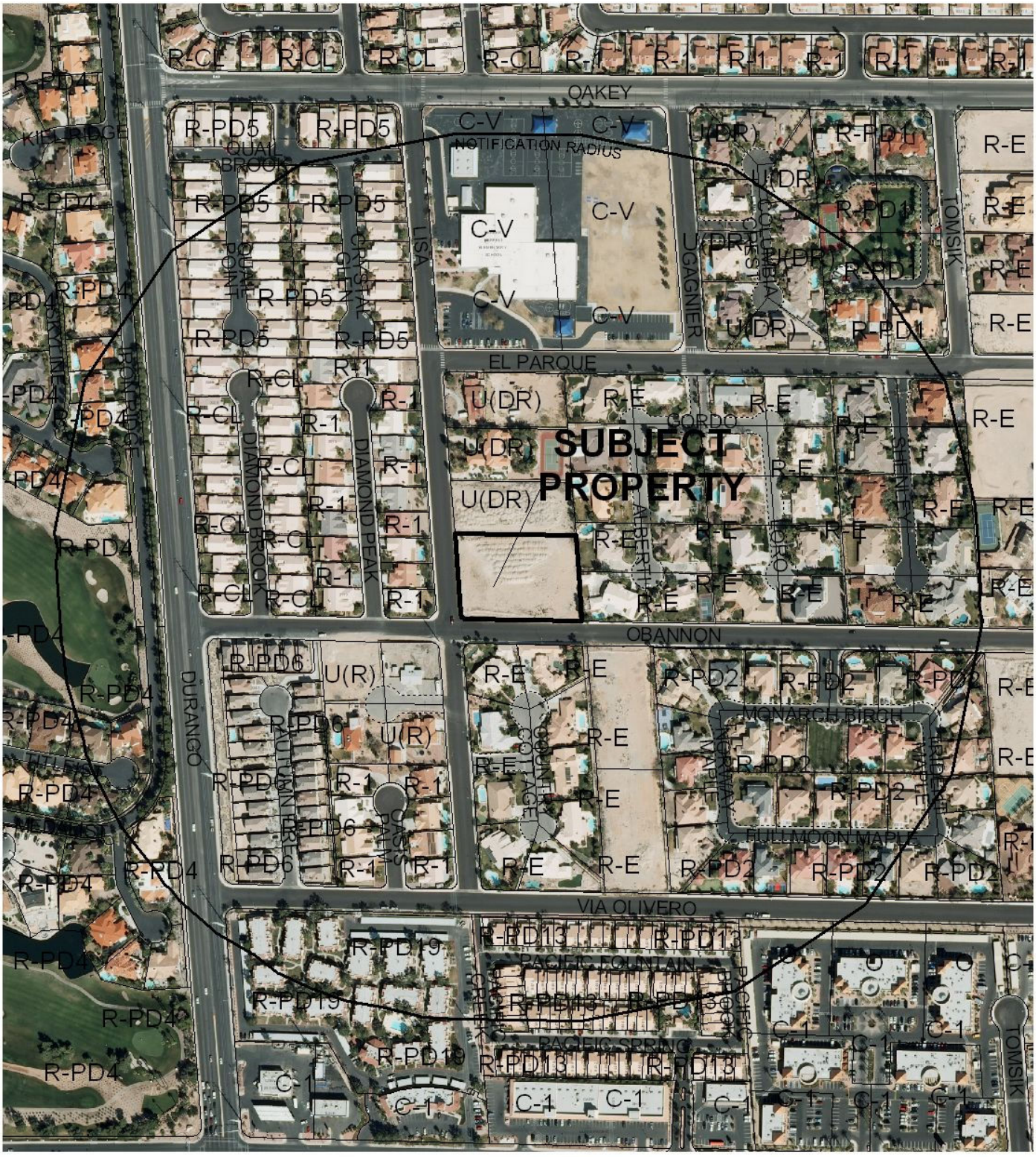


CASE: **ZON-33598**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)



CASE: **ZON-33598**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-33598 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES - OWNER: ARMONDO TULLY

** CONDITIONS **

The Planning Commission (4-2/se/gt vote) recommends DENIAL. Staff recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic) on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane. The subject site is currently an undeveloped lot within a predominately single-family residential area. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-33597) to change the General Plan designation from DR (Desert Rural Density Residential) to PF (Public Facilities) and a Site Development Plan Review (SDR-33599) for a proposed one-story, 18-foot tall, 4,576 square-foot Church/House of Worship. The Church/House of Worship use proposed for this property through Site Development Plan Review (SDR-33599) is an appropriate quasi-public purpose and the C-V (Civic) zoning district is compatible with the existing residential and civic developments in the area; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/19/86	The City Council approved a Petition to Annex (A-0009-85) the subject property as part of a larger request. The effective date of this Annexation was 03/26/86.
11/23/98	The City Council approved a request for a General Plan Amendment (GPA-0027-98) to amend a portion of the Southwest Sector of the General Plan on properties bounded by Holmby Avenue, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval of this request.
04/06/05	The Planning and Development Department administratively approved a Parcel Map (PMP-5279) for three residential lots at the northeast corner of O'Bannon Drive and Lisa Lane. The Parcel Map was never recorded.
04/09/09	The Planning Commission recommended denial of companion items GPA-33597 and SDR-33499 concurrently with this application. The Planning Commission voted 4-2/se/gt to recommend DENIAL (PC Agenda Item #32/dc).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this request.	
Pre-Application Meeting	
01/23/09	A pre-application meeting was held with the applicant where the submittal requirements of a Site Development Plan Review, Rezoning and General Plan Amendment were discussed.

Neighborhood Meeting	
03/09/09	A neighborhood meeting was held at 6:00 pm at the Sahara West Library, Board Room, located at 9600 West Sahara Avenue, Las Vegas, Nevada 89117. There were 12 members of the public, four representatives of the applicant and one member of the Planning and Development Department present. Questions from the public were as follows: • Parking capacity • Maximum occupancy of the church – The applicant responded 189 persons • Church service times - The applicant responded Sunday and Saturday no later than 6:00 pm end time, Monday-Friday 7:00 pm to 9:30 pm • Increased traffic on Lisa Lane and O'Bannon Drive • Request a traffic signal be installed at O'Bannon Drive and Durango Drive • Height of the building – The applicant responded 17 feet
Field Check	
03/05/09	A field check was conducted by staff at the subject property. The subject property was an undeveloped lot surrounded by a chainlink fence, which was noted as laying on the ground along the southern perimeter of the property. Several earth mounds and weeds were noted on site.

Details of Application Request	
Site Area	
Gross Acres	1.49

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation]
North	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation]
South	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single-Family Residences	R (Rural Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y*
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within a Rural Preservation Neighborhood 330-foot buffer area. The subject property meets the intent of the Rural Preservation Neighborhood 330-foot buffer area by providing an adequate buffer area, adequate screening and an orderly and efficient transition of uses.

ANALYSIS

The subject site is located in the Southwest Sector of the General Plan and has a current General Plan designation of DR (Desert Rural Density Residential). A General Plan Amendment (GPA-33597) to change the designation to PF (Public Facilities) has been submitted along with this Rezoning request. The Public Facilities category allows for large governmental building sites and complexes, police and fire facilities, hospitals and rehabilitation sites, sewage treatment and storm water control facilities, and other uses considered public or semi-public such as libraries and public utility facilities.

This is a proposal to Rezone the site from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic). The C-V (Civic) district is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power and other public utility facilities. In addition, the C-V (Civic) district may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V (Civic) district is consistent with the Public Facilities category of the General Plan.

The surrounding properties to the east and south are zoned R-E (Residence Estates) while the parcel to the north is zoned U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation], all carrying the DR (Desert Rural Density Residential) General Plan designation. The parcels to the west are zoned R-1 (Single Family Residential) with a General Plan designation of R (Rural Density Residential). The two zoning districts permissible within the existing DR (Desert Rural Density Residential) General Plan designation are U (Undeveloped) and R-PD2 (Residential Planned Development – Two Units per Acre), both of which cannot be utilized to facilitate the development the proposed Church/House of Worship use as the U (Undeveloped) zoning district functions as a temporary classification to be used until property is ready to be developed for a more intense, permanent use while the R-PD2 (Residential Planned Development – Two Units per Acre) is intended to provide for flexibility and innovation in residential development. As such, the applicant has requested a General Plan

Amendment (GPA-33597) to change the General Plan designation from DR (Desert Rural Density Residential) to PF (Public Facilities) and this Rezoning from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic). The Church/House of Worship use proposed for this property through Site Development Plan Review (SDR-33599) meets the intent of uses permitted within a C-V (Civic) zoning district and is compatible with the existing residential and civic developments in the area; therefore, staff is in support of this request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed Rezoning is in conformance with the proposed PF (Public Facilities) General Plan designation. The PF (Public Facilities) category allows for large governmental building sites and complexes, police and fire facilities, hospitals and rehabilitation sites, sewage treatment and storm water control facilities, and other uses considered public or semi-public such as libraries and public utility facilities. The project site proposes development that can accommodate the range of uses identified and is in compliance with the existing and proposed General Plan category.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses allowed on the subject property by the proposed C-V (Civic) zoning district will be compatible with the surrounding R-E (Residence Estates), U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation and R-1 (Single Family Residential) zoned parcels. The permitted uses include new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power, other public utility facilities and any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   Growth and development factors indicate the appropriateness of the placement of a Church/House of Worship on the subject property as the proposed Church/House of Worship is intended to serve parishioners within the surrounding neighborhood. With the approval of the proposed General Plan Amendment (GPA-33597) to the PF (Public Facilities) designation, the Rezoning to the C-V (Civic) zoning district is appropriate for the 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."

Access to the site is provided by two driveways accessing O'Bannon Drive, a 60-foot Local Street as designated by the Master Plan of Streets and Highways. The site is also adjacent to Lisa Lane, a 60-foot Local Street as designated by the Master Plan of Streets and Highways; however, no access to the subject property will be provided from Lisa Lane. The traffic generated by this use will have some impact on the surrounding residential area; however, the proposed Church/House of Worship has a maximum occupancy of 189 persons, and will not negatively impact the surrounding neighborhood.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 293 by City Clerk

APPROVALS 3

PROTESTS 12

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-33598 APN: 163-04-305-006

Name of Property Owner: _____

Name of Applicant: LAKES CONGREGATION OF JEHOVAH'S WITNESSES

Name of Representative: RAFAEL A. NAVARRO

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: FERNANDO D. TORRES JR.

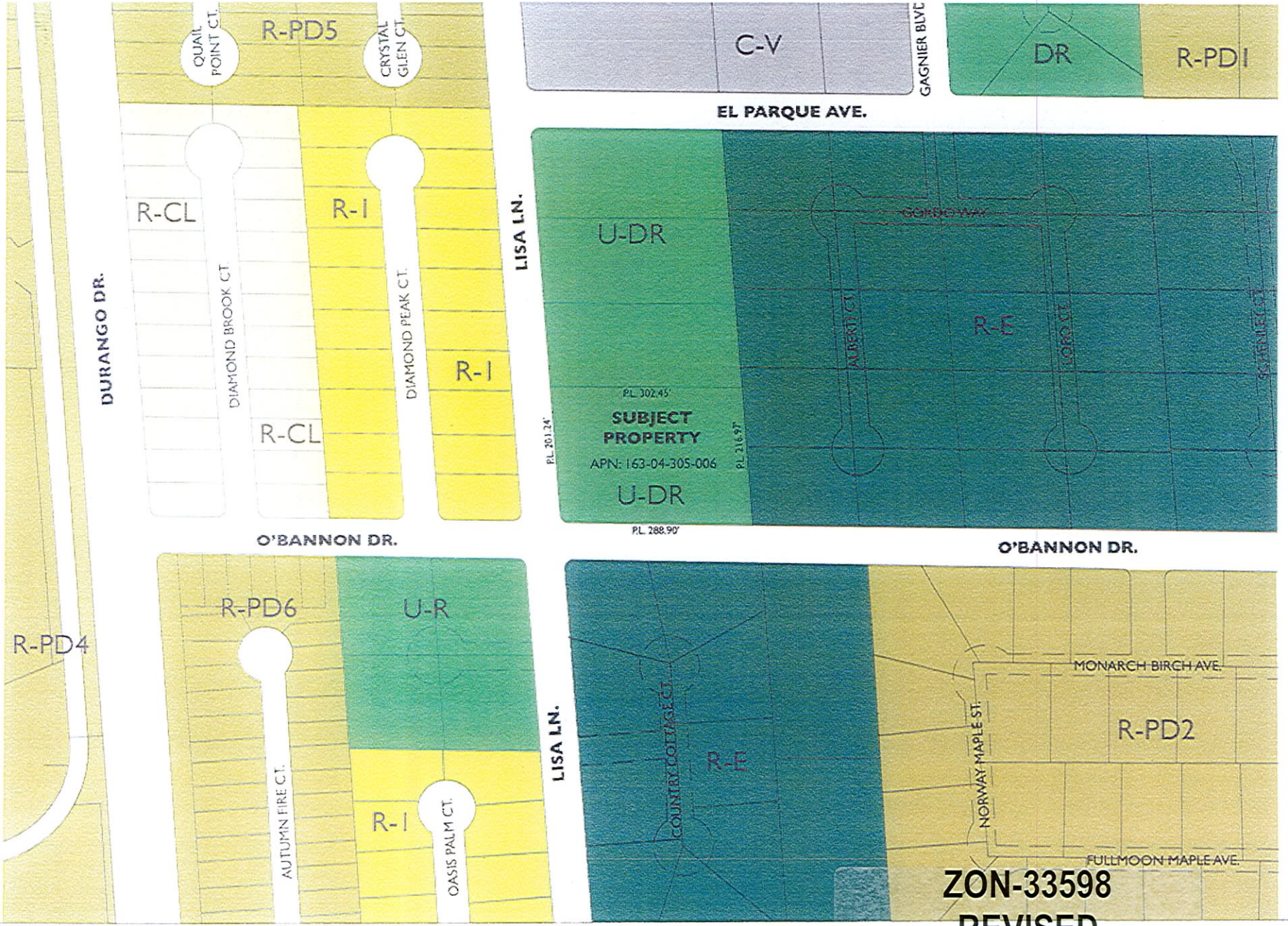
Subscribed and sworn before me

This 24th day of February 2009

Deanna Massaro

Notary Public in and for said County and State

DEANNA MASSARO
Notary Public, State of Nevada
Appointment No. 07-2131-1
My Appt. Expires March 1, 2011



EXISTING ZONING

ZON-33598
REVISED
04/09/09 PC

PROPOSED ZONING

ZON-33598
REVISED
04/09/09 PC



ZON-33598 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-33598 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-33598 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Lakes Congregation of Jehovah's Witnesses

10765 Woodlore Place, Las Vegas, NV 89144

January 12, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Subject: Justification Letter for Rezoning, Site Development Review and GPA on 1.49 acres at 2110 S. Lisa Lane, Las Vegas, NV 89117
APN: 163-04-305-006

To Whom It May Concern:

On behalf of The Lakes Congregation of Jehovah's Witnesses, The Lakes Congregation Trustees, respectfully request to rezone APN 163-04-305-006 from U (Undeveloped) [DR] (Desert Rural) General Plan Designation to CV (Civic), per requirements of Title 19 and City of Las Vegas staff. We also request a GPA (General Plan Amendment) from DR to PF to allow House of Worship use and a Site Development Plan Review in accordance with the City's regulations for such.

The intended use of the property is for religious services, education and fellowship activities for Jehovah's Witnesses who live in the nearby area.

We feel that the project meets the intent of the proposed zoning regulations and use requirements. The proposed 5,000 square foot building and exterior possess design elements that provide significant open space, parking and landscaping that exceeds the City's landscape requirements.

If you have any questions or concern, please feel free to contact us. Thank you for your consideration.

Respectfully,

Rafael A. Navarro *(Tony)*
Lakes Congregation of Jehovah's Witnesses
Building Committee Chairman
tonyinlvnv@Gmail.com
Cell: (702) 219-6312
Home: (702) 228-6703

GPA-33597 ZON-33598
SDR-33599 04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

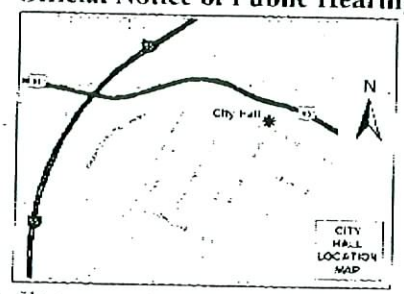
PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.39⁴

MAILED FROM ZIPCODE 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.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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MAR 31 2009

Case: GPA-33597

163044100307
HOGAN KATHLEEN A TRUST
2249 OASIS PALM CT
LAS VEGAS NV 89117-1807

Page 1

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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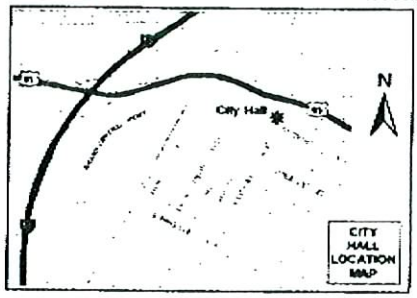

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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MAR 3 1 2009

Case: GPA-33597

16304315005
MARINA LAWRENCE & M LIV TR
1900 COLUMBIA CREST CT
LAS VEGAS NV 89117-8904

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 27 2009
MAILED FROM ZIP CODE 89101

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MAR 3 1 2009

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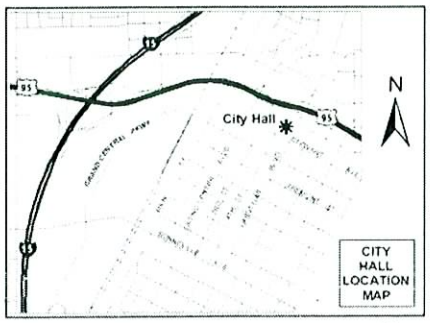

There are already 2-3 churchs within 1/2 mile from this pacel.

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304310019
COFFEY STEVEN M SEPARATE PPTY TR
2001 ALBERTI CT
LAS VEGAS NV 89117-1854

89117$1854 *2023*

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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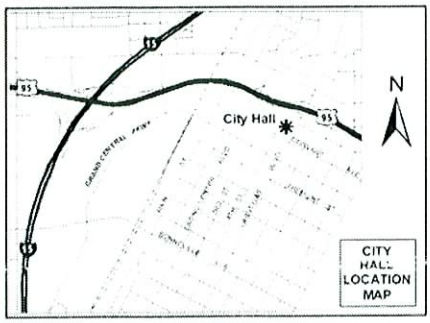

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304312012
CHING VERNON
2005 DIAMOND BROOK CT
LAS VEGAS NV 89117-1864

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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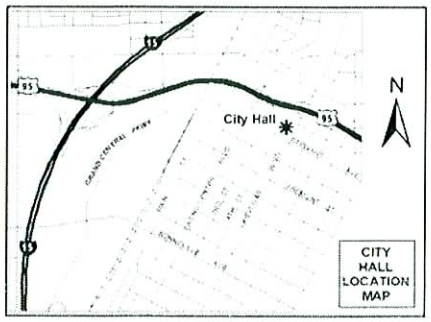

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☒ I OPPOSE this Request

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

Case: GPA-33597

16304401005
DIAZ GUERRERO & MARIA
2173 S LISA LN
LAS VEGAS NV 89117-1833

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City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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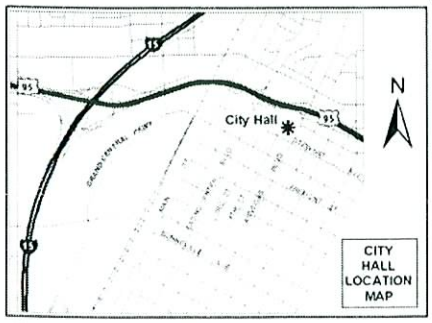

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304311014
WILDT JESSE HERMAN TRUST -TR B
2012 DIAMOND PEAK CT
LAS VEGAS NV 89117-1867

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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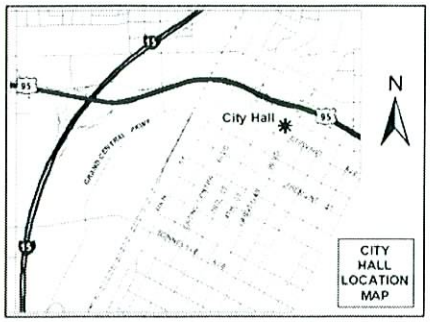

This is a residential area. We have 4 undeveloped lots on this area of O'Bannon. Changing the zoning for this one sets a precident of residential concern. Parking & traffic is of

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: GPA-33597
16304413018
REINEKE KURT B JR & CHERYL BETH
2204 TRIDENT MAPLE ST
LAS VEGAS NV 89117-1893

We -

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Concern as well. There is already a Parking problem on Lisa because of the school (Oakey & Lisa).

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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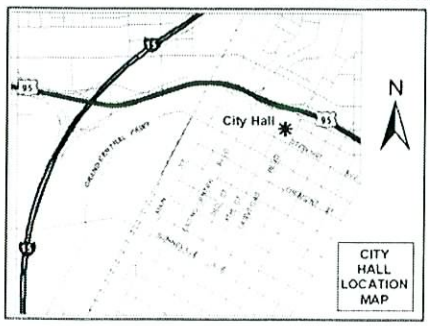

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MAR 3 1 2009

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304311002
FOSELLI 1996 REVOCABLE TRUST
2113 DIAMOND PEAK CT
LAS VEGAS NV 89117-1868

31 P

APR/01/2009/WED 05:25 AM COX VIDEO &DATA SUPP FAX No. 7029950685 P. 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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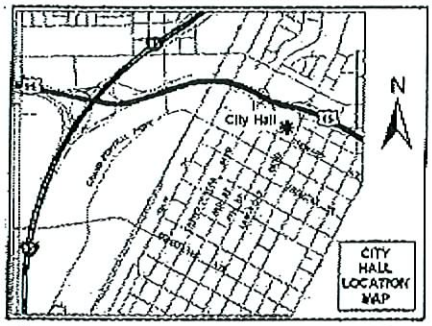
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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Case: GPA-33597

16304312025
FISHER RITA ANN
2120 DIAMOND BROOK CT
LAS VEGAS NV 89117-1866

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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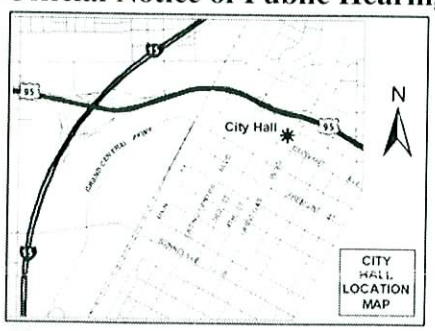

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304410007
HOGAN KATHLEEN A TRUST
2249 OASIS PALM CT
LAS VEGAS NV 89117-1807

31P

04/01/2009 02:15 17028690979 WADE PAGE 02

City of Las Vegas
Planning & Development Department
Development Services Center
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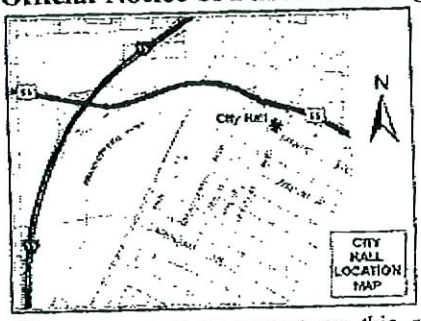

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: GPA-33597

16304417019
WADE DAN & DANA M
8920 CANYON SPRINGS DR
LAS VEGAS NV 89117-5847

31P

Davidson Residential Real Estate, LLC

VIA FAX: 385-7268

April 2, 2009

RECEIVED
APR 02 2009

City of Las Vegas
Planning and Development Department
721 South 4th Street
Las Vegas, NV 89101

RE: GPA 33597 and ZON-33598

To Whom It May Concern:

Please be advised that we are vehemently OPPOSED to the approval of the above referenced General Plan Amendment and Site Development Plan.

Sincerely,

DAVIDSON RESIDENTIAL REAL ESTATE, LLC

Steven Davidson
Managing Member

SD/sw

1920 Columbia Crest Court • Las Vegas, NV 89118
Phone: 702-360-8666 • Fax: 702-360-9960

31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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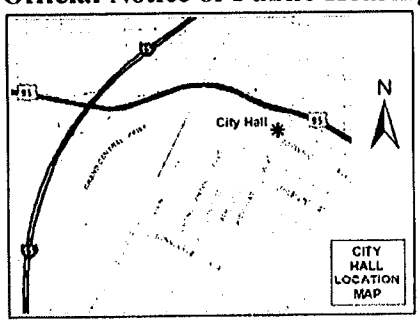

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304413017
HANSEN KEVIN R & CARRIE A
2300 TRIDENT MAPLE ST
LAS VEGAS NV 89117-1894

Please keep residential-
Concern about traffic, close to school
Carrie Hansen

Submitted after final agenda

Date 4/7/09 Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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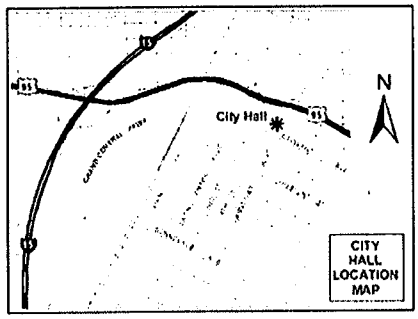

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

TO WHOM IT MAY CONCERN:
WITH HOUSING PRICES IN OUR CITY ALREADY IN A SERIOUS SLUMP, I STRONGLY OPPOSE THE CONSTRUCTION OF A PUBLIC FACILITY IN MY NEIGHBORHOOD, WHICH I BELIEVE WILL NEGATIVELY IMPACT NOT ONLY THE VALUE OF MY HOME, BUT ALSO ITS SAFE FAMILY ENVIRONMENT. BY BRINGING MORE TRAFFIC AND NOISE THROUGH OUR STREETS.

Pam Callaway

Case: GPA-33597
1630441701?
CALLAWAY PAMELA
8509 QBANNON RD
LAS VEGAS NV 89117-5957

* IRONICALLY, THIS SAME THING HAPPENED IN MY LAST L.V. NEIGHBORHOOD, WITH A NEGATIVE IMPACT.

31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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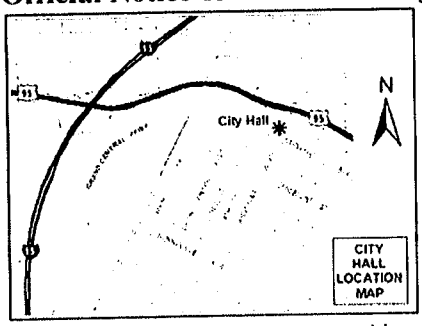

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304315005
MARINA LAWRENCE & M LIV TR
1900 COLUMBIA CREST CT
LAS VEGAS NV 89117-8904

Submitted after final agenda

Date Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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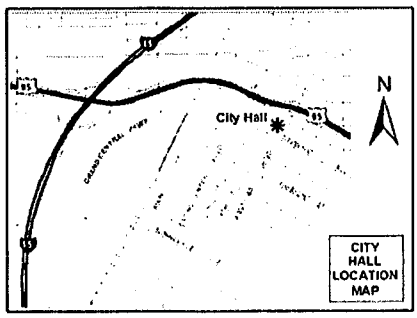

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GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: GPA-33597
16304413031
WORTHEN JR FAMILY TRUST
8317 MONARCH BIRCH AVE
LAS VEGAS NV 89117-1892

Submitted after final agenda

Date: Item: 31 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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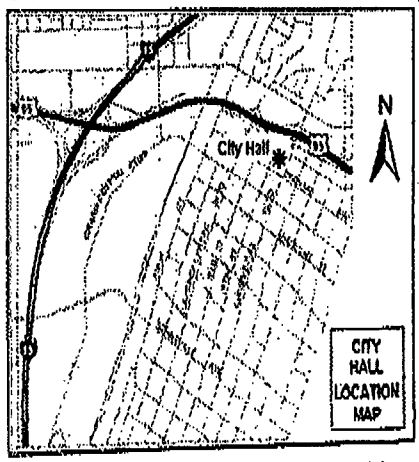

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APR 07 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Case: GPA-33597
16304413023
MUNSON FAMILY TRUST
8309 MONARCH BIRCH AVE
LAS VEGAS NV 89117-1891

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Staff final agenda

Date

Item 31P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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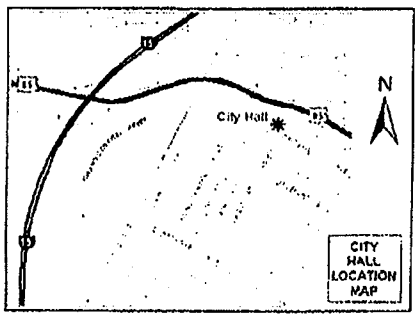

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GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

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APR 07 2009

Residential area
Too much traffic
Developer says 50+ per day
100+ on Sat + Sun

Case: GPA-33597
16304413026
STOCKETT FAMILY TRUST
8304 FULLMOON MAPLE AVE
LAS VEGAS NV 89117-1895

Submitted after final agenda

Date Item 31P

Apr 05 09 10:25p Stockett & Associates 702 360 8871 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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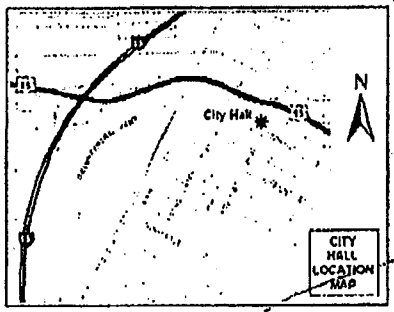

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APR 08 2009

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Case: GPA-33597

16304312026
SLOAN ARTHUR L & NAOMI B
2124 DIAMOND BROOK CT
LAS VEGAS NV 89117-1866

☐ I SUPPORT this Request

☒ I OPPOSE this Request ABSOLUTELY

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

702-838-3407
Steinberg Home
Apr 08 09 01:36p

Received after final agenda

Date Item 31 P

RECEIVED
MAR 03 2009

Nora Lares

From: Doug Rankin
Sent: Tuesday, March 03, 2009 1:29 PM
To: Nora Lares; Peter Lowenstein
Subject: FW: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

-----Original Message-----
From: Teresa Morrell
Sent: Tuesday, March 03, 2009 11:10 AM
To: Doug Rankin
Subject: FW: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

For your review.

-----Original Message-----
From: Foxes2204@AOL.Com [mailto:Foxes2204@AOL.Com]
Sent: Tuesday, March 03, 2009 10:58 AM
To: Planning Internet Email
Subject: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

Citizen Name: Kurt B. and Cheryl-Beth Reineke

Email: Foxes2204@AOL.Com

IP Address: 207.200.116.135

Comments: Dear Sirs and Madams of the Planning Commission, As 10 year residents of Sycamore Estates (entrance on O'Bannon), we adamantly oppose changing any lot in our residential area to public facilities. This area is residential. This lot is next to homes not to another Public facility. Nor is the lot on major traffic bearing roads. There are 4 undeveloped lots on O'Bannon between Durango and Cimarron and by changing this lot in question you set a precedent we do not want. In the past, public meetings were held in homes across the street from this area and they caused dangerous traffic, parking and pedestrian issues. There is already overflow travel and parking traffic on Lisa Lane and West Oakey from the Elementary School and additional traffic would create more issues. I would hope in these precarious fiscal times that the commission would not make a decision that would impact residents that have paid and still are paying to live in a lovely residential area. You would be committing existing residents to a change that we would not have chosen for ourselves. There are many undeveloped, non-residential lots and empty buildings in this immediate area.
We hope the Commission will deny this application of re-zoning.

Concerned Residents,
Kurt B. and Cheryl-Beth Reineke

Date: 3/3/2009 10:57:56 AM

Submitted after final agenda

Date Item 3|P

March 31, 2009

RECEIVED
APR 06 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101-2986

Re: SDR-33599
GPA-33597 and ZON-33598
Jehovah Witnesses

Gentlemen:

As a homeowner directly affected, we vehemently OPPOSE any changes to the General Plan as proposed by the Jehovah's Witnesses. This proposal affects our expectation to live as we chose to live when we purchased our property which did not include any public or civil facilities according to the General Plan. The only exception is Derfelt Elementary School, which does cause problems, but have grudgingly accepted.

What disturbs us is the fact that this group has already started to clear the property and had recently congregated at night with some sort of get together which was very loud and invaded the peace we have at night. Our opposition also includes the fact that traffic would increase twofold day and night, which, again, would affect our expectation of a peaceful existence covered within the parameters of the General Plan. They would be parking up and down the street and cause noise and pollution. We don't need a whole bunch of cultists driving or walking our streets checking us out every time they go by our house.

Also, upon a little research, I have read that Christian denominations denounce this group as either a cult or heretical sect and have been banned in some countries. They also do not believe in military service and believe that saluting the American flag or standing for the national anthem are forms of idolatry. I cannot condone having an organization with these beliefs congregating next door to us because they will instill a fear for the safety of my family and we should not have to tolerate being exposed to this un-American group in our neighborhood. Most disturbingly, upon my research is the fact that I read members are ordered to **maintain silence on SEXUAL ABUSE to avoid embarrassment to both the accused and the organization.** Now, members are constantly urged to devote more time to door-to-door preaching. How dangerous can this be for our neighborhood as well as others nearby?!!

We reject and oppose any change to the General Plan as concerns the Jehovah Witnesses. **We should not have to live in FEAR.** We beseech the Council to reject this plan.

Sincerely,
Mitchell & Carol Hampp
Mitchell and Carol Hampp

Submitted after final agenda

Date Item 3|P

2010 S. Lisa Lane
Las Vegas, NV 89117

Michael and Elena Johnston
2308 Trident Maple Street
Las Vegas, NV 89117

City of Las Vegas
Planning Department
731 South 4th Street
Las Vegas, NV 89101

Attn: David Cornower

Reference: Zoning Change Request No. ZON-33598, GPA-33597 & SDR-33599

We live in the neighborhood that includes the property that the above referenced zoning change request exists. As we understand it, there is a proposal to build a church on the property that is currently zoned for residential. The property is **surrounded by residential** properties and we **strongly object** to a civic building being erected on this property.

In the past there have be difficulties with an organized religious group holding services in the neighborhood resulting in a huge amount of traffic and pedestrians crossing dangerously in the middle of the street and generally causing a great deal of difficulty for the residents in the area. That problem resulted in a denial by the Planning Department to hold religious services in a private home.

Now a request to rezone the property to erect a church would cause an increase in traffic, cause dangerous pedestrian traffic and irreversibly damage property values (as if we haven't be hurt enough). A church simply does not belong in the middle of a residential area. There are no main streets off of which they can approach the property. They have to travel on O'Bannon which certainly was not constructed to absorb that amount of traffic. In addition, I don't believe that the property is large enough to accommodate the necessary parking spaces and this will result in cars being parked on the street and people crossing the street indiscriminately.

Submitted after final agenda RECEIVED
Date Item 31P APR 03 2009

As a ten-year owner of property in the area I strongly request that you deny the zoning changes and help us maintain our well being and property values. Help us keep our residential areas residential and not permit civic building erected in our areas.

Your assistance in the area would be greatly appreciated. If you would like to contact us, please feel free to do so. Our phone number is (702) 240-3506 and e-mail is mikelena@earthlink.net.

Sincerely,

Michael and Elena Johnston

RECEIVED

APR 03 2009

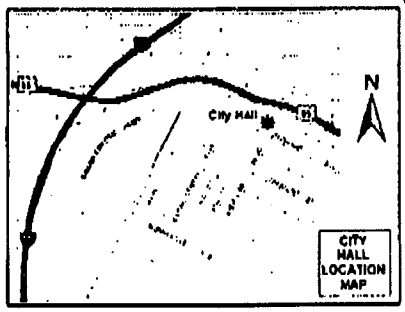
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

$ 00.39[4]

MAILED FROM ZIP CODE

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 08 2009

Case: GPA-33597
16304401002
PORTNOFF FAMILY TRUST
1335 RADWICK DR
LAS VEGAS NV 89110-2025

89110$2025 C021

Submitted after final agenda

Date Item 31 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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$ 00.39⁴
MAR 27 2009
MAILED FROM ZIPCODE 89101

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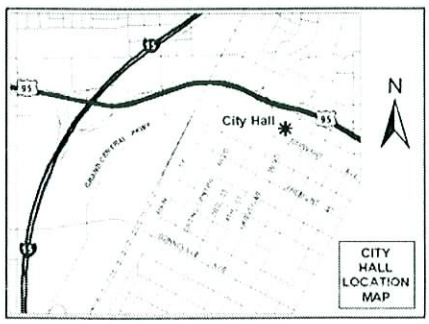
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 02 2009

Case: GPA-33597

16304311011
MERICA JOE R
2000 DIAMOND PEAK CT
LAS VEGAS NV 89117-1867

31A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PITNEY BOWES
02 1M $ 00.39⁴
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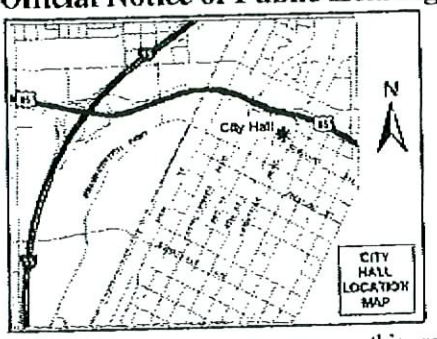
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 30 2009

Case: GPA-33597
16304316009
THORLEY ROLLIN GEORGE & PAMELA B
2111 SHENLEY CT
LAS VEGAS NV 89117-8924

31 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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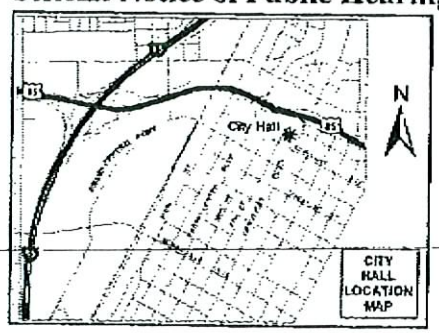
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 30 2009

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-33597 & ZON-33598
Planning Commission Meeting of 4/9/2009

Case: GPA-33597
16304305006
TULLY ARMONDO
8805 ROBINSON RIDGE DR
LAS VEGAS NV 89117-5812

89117$5812 C033

31A

City of Las Vegas Agenda Item No.: **118.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

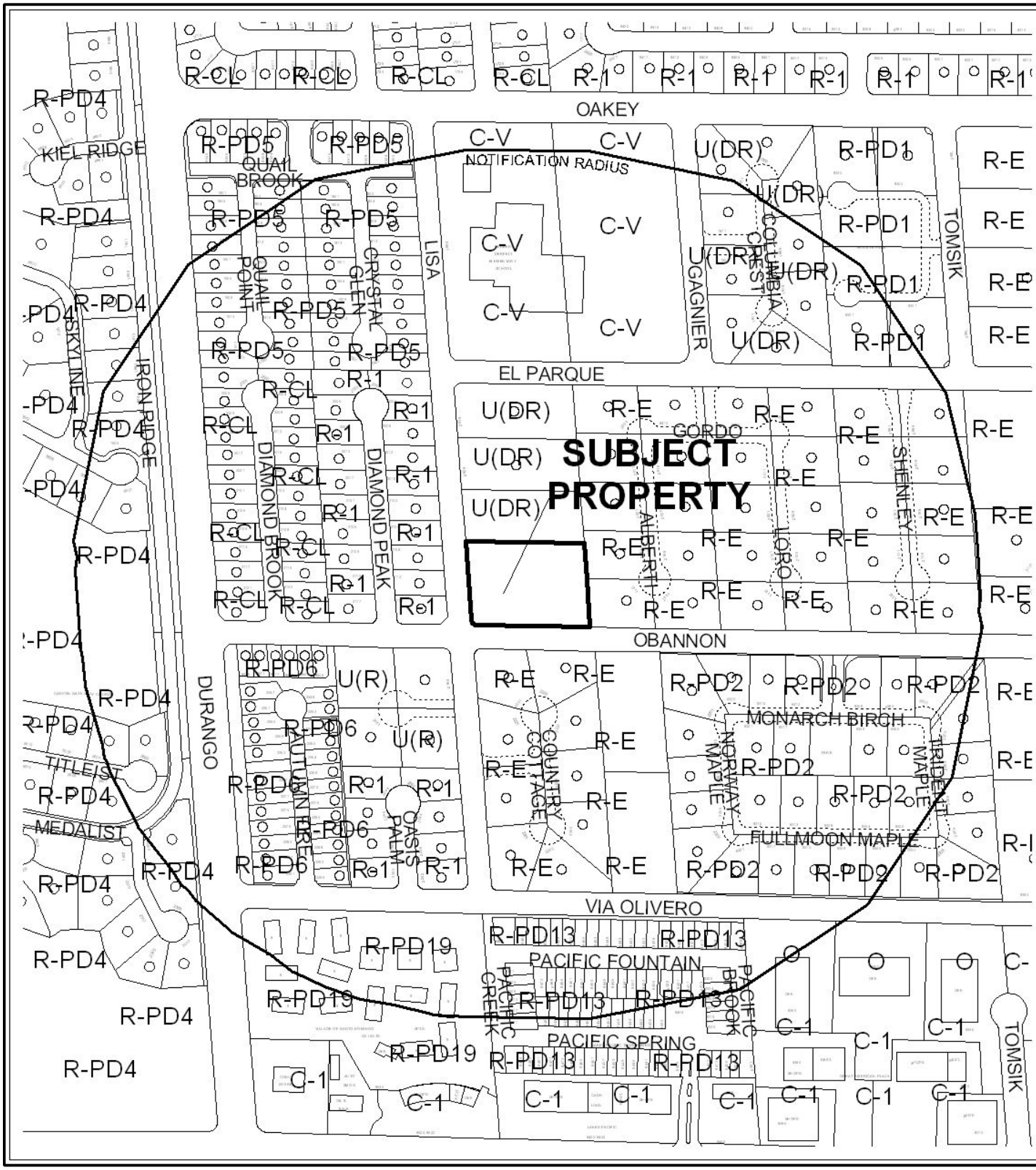
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33599 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33597 AND ZON-33598 - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request for a Site Development Plan Review FOR A PROPOSED ONE-STORY, 18-FOOT TALL 4,576 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] Zone [PROPOSED: C-V (Civic)], Ward 2 (Wolfson). The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**14**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (4-2 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 33



CASE: **SDR-33599**

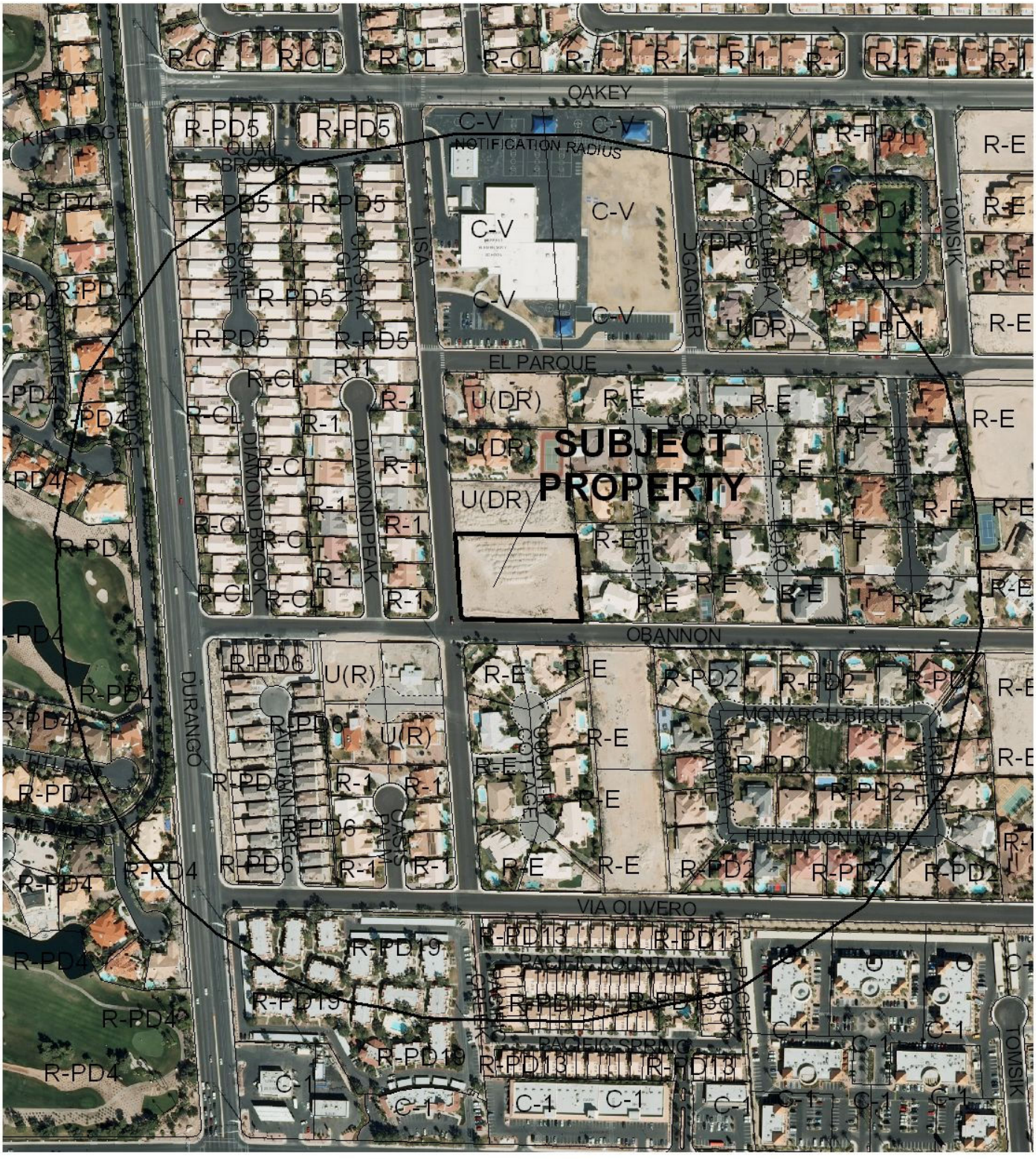
RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

N



CASE: **SDR-33599**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) [DR (DESERT RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
C-V (CIVIC)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33599 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES - OWNER: ARMONDO TULLY

** CONDITIONS **

The Planning Commission (4-2/se/gt vote) recommends DENIAL. Staff recommends APPROVAL subject to:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan and landscape plan date stamped 02/24/09 and building elevations date stamped 03/23/09, except as amended by conditions herein.

3. 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.

4. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

5. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

6. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

7. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

8. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

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 on O'Bannon Drive and Lisa Lane adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

12. Extend public sewer in Lisa Lane to the northern edge of this site at a size, depth and location acceptable to the Collection System Planning section of the Department of Public Works. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

13. All landscaping and private improvements installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. Comply with the requirements of Las Vegas Municipal Code Chapter 4.32 Traffic Signal Impact Fee prior to the issuance of permits for this site.

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 or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed one-story, 18-foot tall, 4,576 square-foot Church/House of Worship on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane. In addition to this application, the applicant has submitted a request for a General Plan Amendment (GPA-33597) to change the General Plan designation from DR (Desert Rural Density Residential) to PF (Public Facilities) and a Rezoning (ZON-33598) from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic). The proposed Church/House of Worship use will be compatible with the surrounding residential neighborhood and is a permitted use within the proposed C-V (Civic) zoning district and PF (Public Facilities) General Plan designation; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/19/86	The City Council approved a Petition to Annex (A-0009-85) the subject property as part of a larger request. The effective date of this Annexation was 03/26/86.
11/23/98	The City Council approved a request for a General Plan Amendment (GPA-0027-98) to amend a portion of the Southwest Sector of the General Plan on properties bounded by Holmby Avenue, Via Olivero Avenue, Rainbow Boulevard, and Durango Drive from R (Rural Density Residential) to DR (Desert Rural Density Residential). The Planning Commission and staff recommended approval of this request.
04/06/05	The Planning and Development Department administratively approved a Parcel Map (PMP-5279) for three residential lots at the northeast corner of O'Bannon Drive and Lisa Lane. The Parcel Map was never recorded.
04/09/09	The Planning Commission recommended denial of companion items GPA-33597 and ZON-33598 concurrently with this application. The Planning Commission voted 4-2/se/gt to recommend DENIAL (PC Agenda Item #33/dc).
Related Building Permits/Business Licenses	
There are no building permits or business licenses associated with this request.	
Pre-Application Meeting	
01/23/09	A pre-application meeting was held with the applicant where the submittal requirements of a Site Development Plan Review, Rezoning and General Plan Amendment were discussed.

Neighborhood Meeting	
03/09/09	A neighborhood meeting was held at 6:00 pm at the Sahara West Library, Board Room, located at 9600 West Sahara Avenue, Las Vegas, Nevada 89117. There were 12 members of the public, four representatives of the applicant and one member of the Planning and Development Department present. Questions from the public were as follows: • Parking capacity • Maximum occupancy of the church – The applicant responded 189 persons • Church service times - The applicant responded Sunday and Saturday no later than 6:00 pm end time, Monday-Friday 7:00 pm to 9:30 pm • Increased traffic on Lisa Lane and O'Bannon Drive • Request a traffic signal be installed at O'Bannon Drive and Durango Drive • Height of the building – The applicant responded 17 feet
Field Check	
03/05/09	A field check was conducted by staff at the subject property. The subject property was an undeveloped lot surrounded by a chainlink fence, which was noted as laying on the ground along the southern perimeter of the property. Several earth mounds and weeds were noted on site.

Details of Application Request	
Site Area	
Gross Acres	1.49

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation]
North	Undeveloped	DR (Desert Rural Density Residential)	U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation]
South	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single-Family Residences	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single-Family Residences	R (Rural Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District	X		Y*
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The subject property is located within a Rural Preservation Neighborhood 330-foot buffer area. The subject property meets the intent of the Rural Preservation Neighborhood 330-foot buffer area by providing an adequate buffer area, adequate screening and an orderly and efficient transition of uses.

DEVELOPMENT STANDARDS

Minimum development standards for property in the C-V (Civic) zoning district shall be established by the City Council in connection with the approval of a Rezoning application or administratively in connection with the approval of a site development plan. The standards shall be designed to ensure compatibility of the development with existing and planned development in the surrounding area. Any future development shall require the approval of a Site Development Plan Review.

Standard	*Provided*
Min. Lot Size	64,900 SF
Min. Lot Width	201 Feet
Min. Setbacks • Front • Side • Corner • Rear	 156 Feet 81 Feet 37 Feet 70 Feet
Max. Lot Coverage	7%
Max. Building Height	18 Feet
Trash Enclosure	Screened, Enclosed
Mech. Equipment	Screened

Pursuant to Title 19.08.060, the following Residential Adjacency Standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope (North)	45 Feet	81 Feet	Y
Adjacent development matching setback (North)	10 Feet	81 Feet	Y
3:1 proximity slope (East)	54 Feet	70 Feet	Y
Adjacent development matching setback (East)	35 Feet	70 Feet	Y
Trash Enclosure	50 Feet	63 Feet	Y

Landscaping and Open Space Standards	
Standards	***Provided***
Parking Area	19 Trees (approx. 1 Tree/4 Spaces)
Buffer: Min. Trees	North: 13 Trees (approx. 1 Tree/23 Feet) East: 9 Trees (approx. 1 Tree/24 Feet) South: 8 Trees (approx. 1 Tree/27 Feet) West: 10 Trees (approx. 1 Tree/20 Feet)
TOTAL	59 Trees
Min. Zone Width: • North • South • East • West	 15 Feet 20 Feet 15 Feet 15 Feet
Wall Height (North and East Perimeters) (South and West Perimeters)	6-8 Feet (existing) 5 Feet (2 Feet Decorative Block, 3 Feet Wrought Iron) (proposed)

Pursuant to Title 19.10, the following parking standards are proposed:

Parking Requirement							
		Required			***Provided***		***Compliance***
			Parking		*Parking*		
Use	***Gross Floor Area or Number of Units***	***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	154 fixed seats	One space per each four fixed seats, or one space per each 100 SF of non-fixed seating area in the gathering room	37	2	71	4	
TOTAL			39		75		Y

ANALYSIS

- **Land Use and Zoning**

  The subject site is located within the Southwest Sector of the General Plan and has a current designation of DR (Desert Rural Density Residential). A General Plan Amendment (GPA-33597) to change the designation to PF (Public Facilities) has been submitted in addition to a Rezoning request. The Public Facilities category allows for large governmental building sites and complexes, police and fire facilities, hospitals and rehabilitation sites, sewage treatment and storm water control facilities, and other uses considered public or semi-public such as libraries and public utility facilities.

  A companion item to Rezone (ZON-33598) the site from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic) has also been submitted by the applicant. The C-V (Civic) district is intended to provide for existing public and quasi-public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District, Nevada Power and other public utility facilities. In addition, the C-V (Civic) district may provide for any public or quasi-public use operated or controlled by any recognized religious, fraternal, veteran, civic or service organization. The C-V (Civic) district is consistent with the Public Facilities category of the General Plan.

  The two zoning districts permissible within the existing DR (Desert Rural Density Residential) General Plan designation are U (Undeveloped) and R-PD2 (Residential Planned Development – Two Units per Acre), both of which cannot be utilized to facilitate the development the proposed Church/House of Worship use as the U (Undeveloped) zoning district functions as a temporary classification to be used until property is ready to be developed for a more intense, permanent use while the R-PD2 (Residential Planned Development – Two Units per Acre) is intended to provide for flexibility and innovation in residential development. As such, the applicant has requested a General Plan Amendment (GPA-33597) to change the General Plan designation from DR (Desert Rural Density Residential) to PF (Public Facilities) and a Rezoning (ZON-33598) from U (Undeveloped) [DR (Desert Rural Density Residential) General Plan designation] to C-V (Civic). The Church/House of Worship use proposed for the subject property through this Site Development Plan Review meets the intent of uses permitted within a C-V (Civic) zoning district and is compatible with the existing residential and civic developments in the area.

- **Site Plan**

  The site is located at the northeast corner of O'Bannon Drive and Lisa Lane. The site plan indicates that a singular 4,576 square-foot building will be located near the center of the property and will be accessed from two proposed driveways from O'Bannon Drive. No vehicular access will be provided on Lisa Lane. In addition to the 4,576 square-foot building the site will feature an attached 875 square-foot porte cochere fronting O'Bannon Drive with enhanced concrete paving and a 367 square-foot mechanical yard surrounded by a six-foot high decorative screen wall adjacent to the west side of the proposed building. A screened trash enclosure constructed of decorative block will be located near the north side of the building, located 63 feet from the northern property line.

  The two proposed 35-foot wide driveways fronting O'Bannon Drive will provide access to the internal 24-foot wide parking lot drive aisles and 15-foot wide one-way porte cochere drive aisle/drop off area. A total of 75 parking spaces will be provided where Title 19.04 requires 39 parking spaces. Four handicapped parking spaces will be provided where two are required, including two handicapped van accessible parking spaces. All parking spaces provided on site are 10 feet in width, which exceeds the minimum nine-foot requirement of Title 19.10. A continuous sidewalk will be provided around the perimeter of the proposed building for enhanced access.

- **Landscape Plan**

  The landscape plan submitted depicts 15-foot landscape buffers along the north, east and west perimeters and a 20-foot buffer along the south perimeter. Trees will be spaced between 20 and 27 feet on-center around the perimeter of the property and will consist of a variety of 24-inch box desert and drought tolerant species. Parking lot landscape islands will be provided with 24-inch box trees at a ratio of one tree for every four parking spaces. Additionally, the applicant has provided parking lot screening per the requirements of Title 19.10.010(J)(11)(d), by placing a two-foot high masonry wall topped with three feet of wrought iron and 16-inch square pilasters set back 15 and 10 feet from the south and west perimeters, respectively. This screening fence will help to mitigate the appearance of the parking lot from the surrounding right-of-ways.

  All landscape areas will be covered with three inches of decomposed gold granite which will be interspersed with 25, 200-300 pound granite boulders. A total of 62, 24-inch box trees, 214, five-gallon shrubs and 118, five-gallon ground covers will be provided on the 1.49 acre site. The quantity of plant material provided will ensure that the landscape of the subject site will achieve a mature look within a short period of time.

- **Elevations**

  The elevations submitted depict a single-story, 18-foot tall structure reminiscent of a single-family ranch-style home. The proposed structure will utilize a three-tone color palette over a stucco-finish consisting of a tan body, a sand-colored base and brown-grey accent banding. No windows will be provided on any portion of this building. The roof will consist of cherrywood-colored slate tiles over a combination hip and gable structure. The south façade will contain a porte cochere and a double entry doorway highlighted by two decorative lanterns. An information board surrounded by decorative stucco banding will be located immediately east of the doorway, and two decorative insets will be located near the east edge of the building. The east elevation will consist solely of the three-tone color palette and decorative stucco banding, while the west elevation will consist of the same, interrupted by the 367 square-foot mechanical yard enclosure. The enclosure will be constructed of decorative block and be painted to match the body of the main structure.

  The north elevation of the building will be a flat, plain stucco wall interrupted by two secondary doorways at each corner of the building. No decorative banding will be provided along this 76-foot wide façade, and no relief or elevation changes are proposed. While development standards within the C-V (Civic) zoning district are established by the City Council in connection with the approval of a Rezoning application or administratively in connection with the approval of a site development plan, staff notes that the lack of decorative detail or ornamentation along this façade is in direct conflict with the minimum standards of Title 19.08.050(D)(2)(a)(i), which states that box-like or single, monolithic forms must be relieved by variations on massing or articulation of facades, and buildings over fifty feet in length shall be relieved with a change of wall plane or by other means that provide strong shadow and visual interest.

- **Floor Plan**

  The floor plan submitted depicts a single-story Church/House of Worship consisting of 4,576 square feet of interior space. An entry foyer, office and men's and women's restroom with a baby changing room will be located near the southern entrance of the building. The northern half of the building will consist of two small classrooms with a unisex restroom, a literature area and an auditorium with seating for 154 people. The auditorium will feature a small platform, storage room, and two exits along the north and south sides of the platform area.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

The proposed Church/House of Worship will be compatible with adjacent development and development in the area. The building has been designed to give the appearance of a large ranch-style single-family residence similar to others in the area, and the site will be sufficiently screened by a two-foot high masonry wall topped with three feet of wrought iron and 16-inch square pilasters.

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;**

   With the approval of the proposed General Plan Amendment (GPA-33597) to PF (Public Facilities) and Rezoning (ZON-33598) to the C-V (Civic) zone, the subject property will be in compliance the requirements for development within the C-V (Civic) zoning district.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by two driveways accessing O'Bannon Drive, a 60-foot Local Street as designated by the Master Plan of Streets and Highways. The site is also adjacent to Lisa Lane, a 60-foot Local Street as designated by the Master Plan of Streets and Highways; however, no access to the subject property will be provided from Lisa Lane. The traffic generated by this use will have some impact on the surrounding residential area; however, the proposed Church/House of Worship has a maximum occupancy of 189 persons with seating for 154 persons, and will not negatively impact the surrounding neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials consisting of a stucco finished building topped with a slate roof will be similar to other single-family residential structures in the area, which will asssist in blending this proposed structure in with the surrounding neighborhood. The landscape materials consist of desert and drought-tolerant species which are common throughout the City of Las Vegas.

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 building elevations and design characteristics are not unsightly or obnoxious in appearance. Staff notes that the north façade of the building is very plain in appearance and would benefit from a change of relief or architectural banding; however, the overall appearance of the proposed building 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.**

   This proposal will not impact public health, safety or welfare since the development will be subject to the International Building Code and City inspections during construction.

PLANNING COMMISSION ACTION

There were three speakers in opposition of this project at the Planning Commission Meeting. The applicant indicated hours of operation being 9:15 a.m. to 9:30 p.m. with Saturday and Sunday until 6:00 p.m.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 293 by City Clerk

APPROVALS 2

PROTESTS 14

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-33599 APN: 163-04-305-006

Name of Property Owner: _____

Name of Applicant: LAKES CONGREGATION OF JEHOVAH'S WITNESSES

Name of Representative: RAFAEL A. NAVARRO

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: ORLANDO D. TULLY JR.

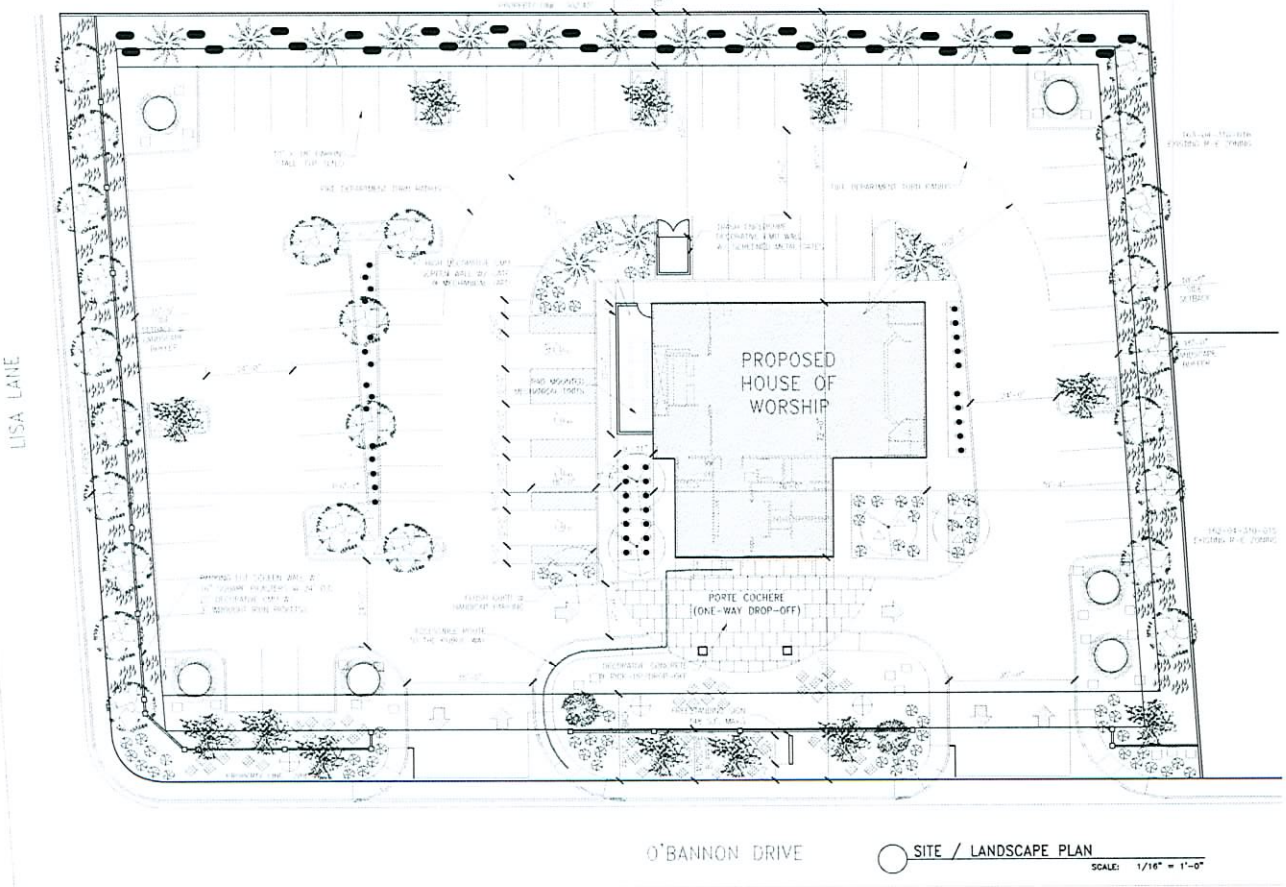
Subscribed and sworn before me

This 24th day of February 2009

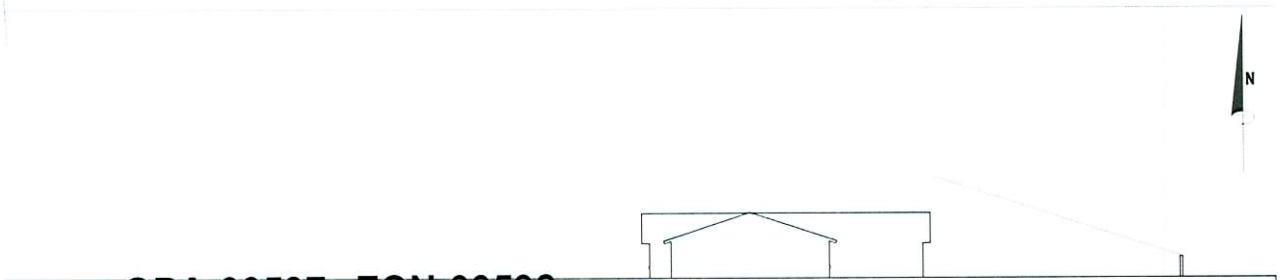
Deanna Massaro

Notary Public in and for said County and State

DEANNA MASSARO
Notary Public, State of Nevada
Appointment No. 07-2131-1
My Appt. Expires March 1, 2011



SITE / LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"



HEIGHT STEPBACK DIAGRAM
SCALE: 1/16" = 1'-0"

SITE DATA

JURISDICTION:	CITY OF LAS VEGAS
ASSESSORS PARCEL NUMBER:	164-03-305-006
SITE AREA:	1.49 ACRE
EXISTING ZONING:	UD-R
PROPOSED ZONING:	C-V
USE:	HOUSE OF WORSHIP
PROPOSED BUILDING AREA:	4,576 S.F.
PROPOSED PORTE COCHERE:	875 S.F.

PARKING REQUIREMENTS
REQUIRED: 154 FIXED SEATS @ 1:4 = 39
PROVIDED: 71 STANDARD SPACES +
4 ACCESSIBLE SPACES (1 VAN, 3 CAR)

DIMENSIONAL STANDARDS (BASED ON N-S ZONING STANDARDS)

FRONT SETBACK:	25'
SIDE SETBACK:	10'
CNR. SIDE SETBACK:	15'
REAR SETBACK:	10'
MAXIMUM HEIGHT:	35' (21' PROVIDED)

LANDSCAPE REQUIREMENTS

15' BUFFER @ RIGHT OF WAY
15' BUFFER @ RESIDENTIAL ABUTTING PARCELS
10' BUFFER @ NON-RESIDENTIAL ABUTTING PARCELS

(1) 24" BOX PER 20 L.F. IN BUFFER ZONE
(4) 5 GAL. SHRUBS PER TREE IN BUFFER ZONE
SEE PLANT LEGEND FOR GROUND COVER AND PLANTING SPECIES

PLANT LEGEND

SYMBOL	SIZE	QUANTITY
PALO VERDE 'DESERT MUSEUM'	24" BOX	(29)
SHOESTRING ACACIA	24" BOX	(16)
SOUTHERN LIVE OAK	24" BOX	(9)
TEXAS EBONY	24" BOX	(2)
CHINESE ELM	24" BOX	(5)
AFRICAN SUMAC	24" BOX	(5)
TEXAS RANGER 'WHITE CLOUD'	5 GAL	(76)
DWARF MYRTLE	5 GAL	(41)
REGAL MIST GRASS	5 GAL	(39)
DESERT SPOON	5 GAL	(20)
CREEPING ACACIA	5 GAL	(20)
AGAVE WHEELER	5 GAL	(3)
GOLD LANTANA	5 GAL	(77)
MELAMPODIUM LEUCANTHUM*	5 GAL	(41)

* ALL LANDSCAPE AREAS WILL BE COVERED WITH 3" OF DECOMPOSED GOLD GRANITE
** 15 - 200-500 LB GRANITE BOULDERS WILL BE PLACED THROUGHOUT LANDSCAPE



VICINITY MAP
SCALE: N.T.S.

NOT FOR CONSTRUCTION

LAKES KINGDOM HALL OF JEHOVAH'S WITNESSES

SITE & LANDSCAPE PLAN

GPA-33597 ZON-33598
SDR-33599 04/09/09 PC

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COLOR & MATERIAL PALLETTE

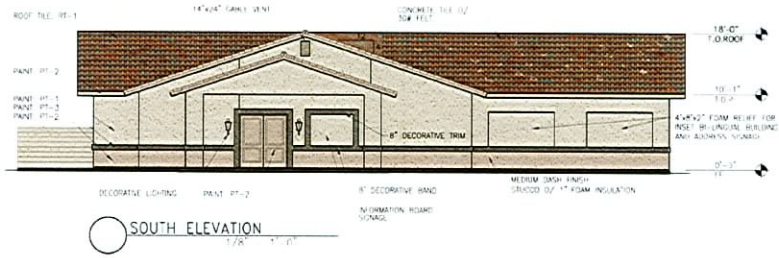
PT-1
SHERWIN WILLIAMS
"PRAIRIE"
(W 6136)

PT-2
SHERWIN WILLIAMS
"SANDY'S OF TIME"
(W 6101)

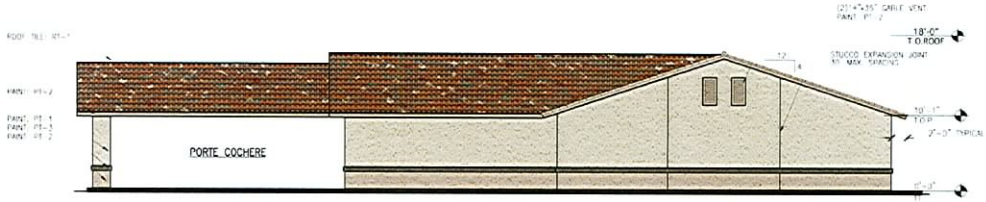


CT-1
MONIER LIFETILE SAXONY 900 SLATE
1FA2570002 CHERRYWOOD

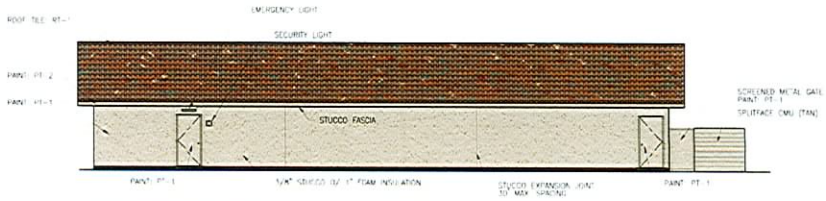
PT-5
SHERWIN WILLIAMS
"CAPRETTE GRAY"
(W 6075)



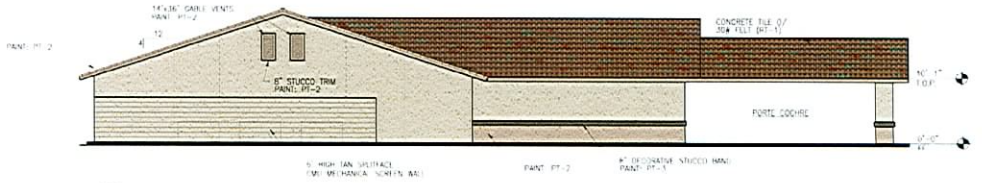
SOUTH ELEVATION
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"

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MAR 23 2009

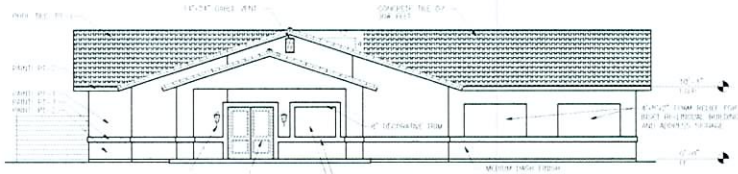
GPA-33597 ZON-33598
SDR-33599 04/09/09 PC
REVISED

NOT FOR CONSTRUCTION

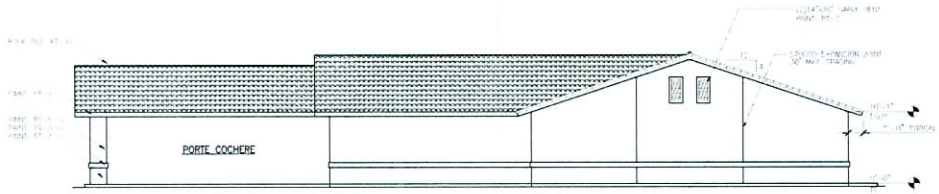
LAKES KINGDOM HALL
OF
JEHOVAH'S WITNESSES

BUILDING ELEVATIONS, & SECTION WALL SECTIONS

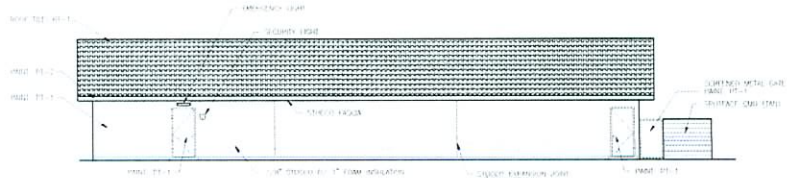
COLOR & MATERIAL PALLETTE



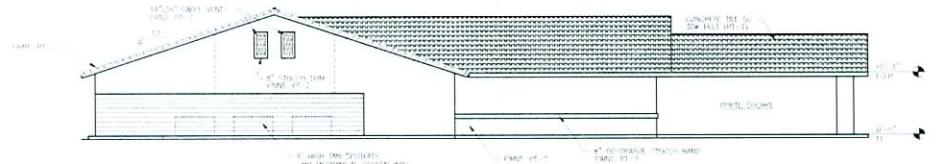
SOUTH ELEVATION



EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION

GPA-33597 ZON-33598
SDR-33599 04/09/09 PC

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LAKES
KINGDOM HALL
OF
JEHOVAH'S WITNESSES

BUILDING ELEVATIONS, & SECTION WALL SECTIONS

CODE ANALYSIS

APPLICABLE CODE:

OCCUPANCY CLASSIFICATION
PRINCIPLE GROUP (A-3):

ACUTAL AREA(SF)
PRINCIPLE GROUP:
PORTE COCHERE:

TOTAL AREA:

OCCUPANCY SEPARATIONS:

INCIDENTAL USE SEPARATIONS:

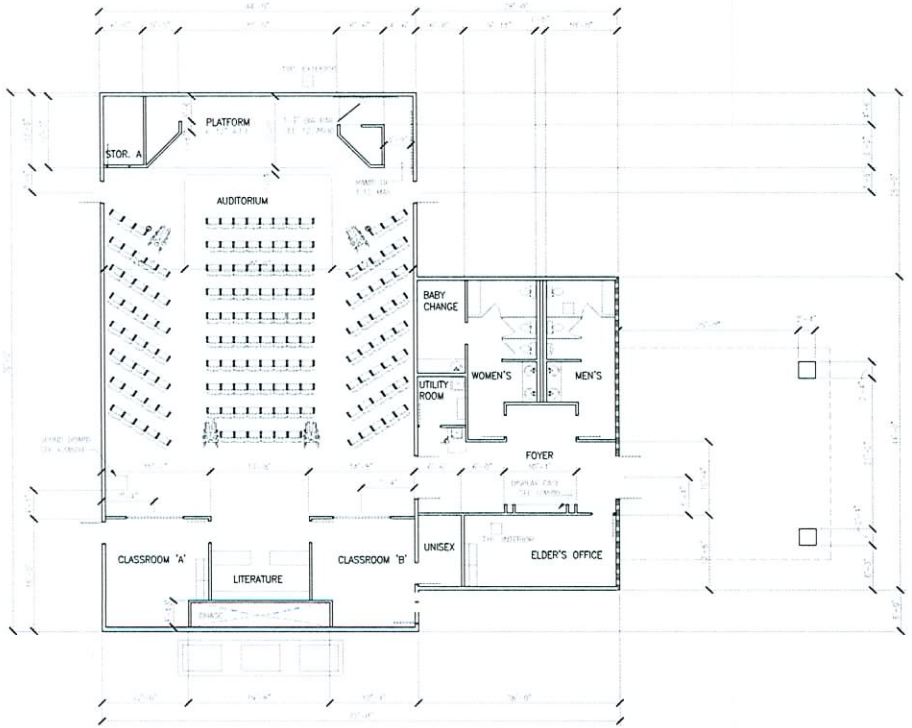
AREA SEPARATIONS:

CONSTRUCTION TYPE:
FIRE RESISTANCE TYPE:

LOCATION ON PROPERTY

NORTH:
SOUTH:
EAST:
WEST:

CODE ANALYSIS CONT.



1 FLOOR PLAN

OCCUPANT LOAD CALC'S

SPACE NAME	SQUARE FEET (NET)	SQUARE FEET (NET)	FLOOR OCCUPANTS
FOYER	275	7	40
ELDER'S OFFICE	231	100	1
FIRE STOP	60	100	1
CUSTODIAL	45	500	1
BATH CAFE	40	N/A	9
WOMEN'S ROOM	190	N/A	10
MEN'S ROOM	199	N/A	
CLASS ROOMS #1 & #2	225 EACH	20	12 EA (24)
LITERATURE	150	100	2
SANCTUARY	154 SEATS	FIXED SEATING	154
PLATFORM	120	15	32
RAMP STORAGE	90	300	1
SPACE	60	300	1
TOTAL			245

NOT FOR CONSTRUCTION

LAKES KINGDOM HALL
OF
JEHOVAH'S WITNESSES

FLOOR PLAN
DOOR & FINISH
SCHEDULES

GPA-33597 ZON-33598
SDR-33599 04/09/09 PC

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SDR 33599

Lakes Congregation of Jehovah's Witnesses

NEC of O'Bannon Dr. and Lisa Lane

Proposed 4.6-thousand square foot church/house of worship.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	CHURCH [1000 SF]	4.6	9.11	42
AM Peak Hour			0.72	3
PM Peak Hour			0.73	3
(heaviest 60 minutes)				

Existing traffic on all nearby streets: Count data unavailable for O'Bannon Dr. and Lisa Lane.

Durango Dr.	
Average Daily Traffic (ADT)	42,229
PM Peak Hour	3,378
(heaviest 60 minutes)	

Oakey Blvd.	
Average Daily Traffic (ADT)	3,584
PM Peak Hour	287
(heaviest 60 minutes)	

Sahara Ave.	
Average Daily Traffic (ADT)	46,660
PM Peak Hour	3,733
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Durango Dr.	51800
Oakey Blvd.	17115
Sahara Ave.	51800

This project will add approximately 42 trips per day on Durango Dr., Oakey Blvd., and Sahara Ave. This will increase expected volumes by less than 1 percent on both Durango and Sahara; and just over 1 percent on Oakey. Currently, Durango is at about 82 percent of capacity, Oakey is at about 21 percent of capacity, and Sahara is at about 90 percent of capacity. Count data was unavailable for O'Bannon Dr. and Lisa Lane, but both are believed to be under capacity

Based on Peak Hour use, this development will add roughly 3 additional cars into the area; which works out to about 1 every 20 minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-33599 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33599 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-33599 - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY
NORTHEAST CORNER OF O'BANNON DRIVE AND LISA LANE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Lakes Congregation of Jehovah's Witnesses

10765 Woodlore Place, Las Vegas, NV 89144

January 12, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Subject: Justification Letter for Rezoning, Site Development Review and GPA on 1.49 acres at 2110 S. Lisa Lane, Las Vegas, NV 89117
APN: 163-04-305-006

To Whom It May Concern:

On behalf of The Lakes Congregation of Jehovah's Witnesses, The Lakes Congregation Trustees, respectfully request to rezone APN 163-04-305-006 from U (Undeveloped) [DR] (Desert Rural) General Plan Designation to CV (Civic), per requirements of Title 19 and City of Las Vegas staff. We also request a GPA (General Plan Amendment) from DR to PF to allow House of Worship use and a Site Development Plan Review in accordance with the City's regulations for such.

The intended use of the property is for religious services, education and fellowship activities for Jehovah's Witnesses who live in the nearby area.

We feel that the project meets the intent of the proposed zoning regulations and use requirements. The proposed 5,000 square foot building and exterior possess design elements that provide significant open space, parking and landscaping that exceeds the City's landscape requirements.

If you have any questions or concern, please feel free to contact us. Thank you for your consideration.

Respectfully,

Rafael A. Navarro *(Tony)*
Lakes Congregation of Jehovah's Witnesses
Building Committee Chairman
tonyinlvnv@Gmail.com
Cell: (702) 219-6312
Home: (702) 228-6703

GPA-33597 ZON-33598
SDR-33599 04/09/09 PC

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

Mar. 30 2009 10:18AM P1
FAX NO. :
FROM :

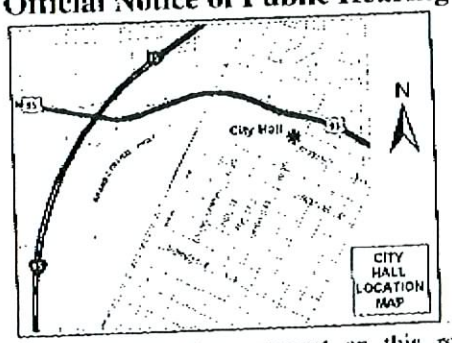
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39
0004239954 MAR 27 200
MAILED FROM ZIPCODE 891 0

Return Service Requested

Official Notice of Public Hearing



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MAR 3 0 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-33599

16304314029
VANHOOK DENNIS
1813 CRYSTSAL GLEN CT
LAS VEGAS NV 89117-1808

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments

SDR-33599

Planning Commission Meeting of 4/9/2009

33 P

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MAR 3 1 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

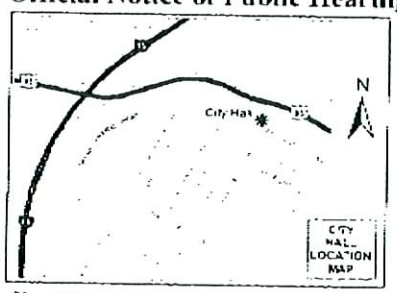
PRESORTED FIRST CLASS

UNITED STATES POSTAGE

$ 00.39[4]

MAILED FROM ZIP CODE 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.

SDR-33599

Planning Commission Meeting of 4/9/2009

1. THIS IS STRICTLY A RESIDENTIAL AREA
2. THERE IS NO WHERE NEAR ADEQUATE PARKING ROOM FOR A CHURCH
3. THERE MUST BE OTHER MORE SUITABLE PROPERTIES AVAILABLE

Case: SDR-33599

163044100007
HOGAN KATHLEEN A TRUST
2249 OASIS PALM CT
LAS VEGAS NV 89117-1807

33P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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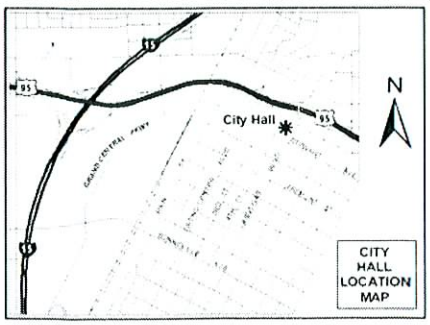
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



Too much traffic/Parking - create Chaos in the neighborhood.

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599

Planning Commission Meeting of 4/9/2009

Case: SDR-33599
16304411005
GILL J 1992 TRUST
2240 COUNTRY COTTAGE CT
LAS VEGAS NV 89117-1845

33P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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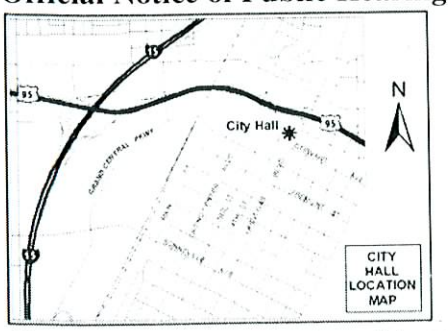

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599
Planning Commission Meeting of 4/9/2009

Case: SDR-33599
16304401005
DIAZ GUERRERO & MARIA
2173 S LISA LN
LAS VEGAS NV 89117-1833

33 P

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Development Services Center
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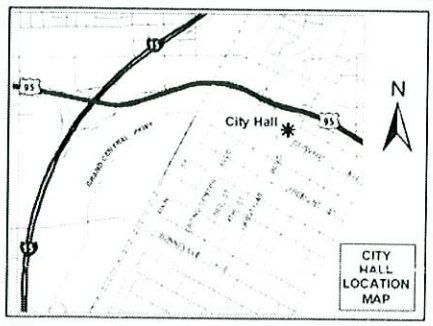

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☐ I SUPPORT this Request

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SDR-33599

Planning Commission Meeting of 4/9/2009

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Case: SDR-33599

16304312012
CHING VERNON
2005 DIAMOND BROOK CT
LAS VEGAS NV 89117-1864

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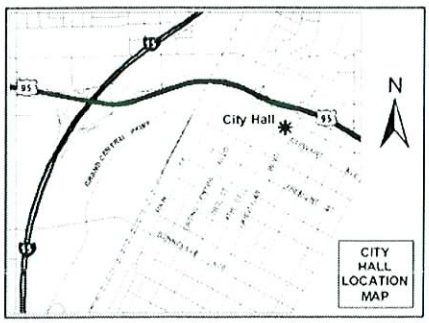

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I beleive that there are already 3 churchs within 1/2 miles from this location.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33599
Planning Commission Meeting of 4/9/2009

Case: SDR-33599
16304310019
COFFEY STEVEN M SEPARATE PPTY TR
2001 ALBERTI CT
LAS VEGAS NV 89117-1854

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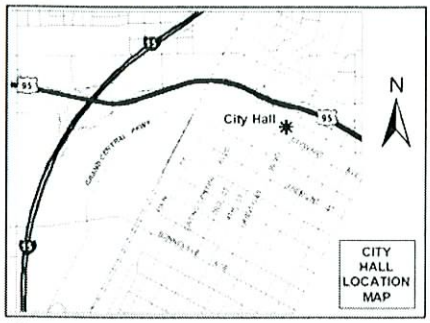

A religious gathering used to be held across the street in a home. It created a pedestrian crossing problem as well as a traffic & parking problem on O'Bannon & Lisa.

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33599

Planning Commission Meeting of 4/9/2009

Case: SDR-33599

16304413018
REINEKE KURT B JR & CHERYL BETH
2204 TRIDENT MAPLE ST
LAS VEGAS NV 89117-1893

33P

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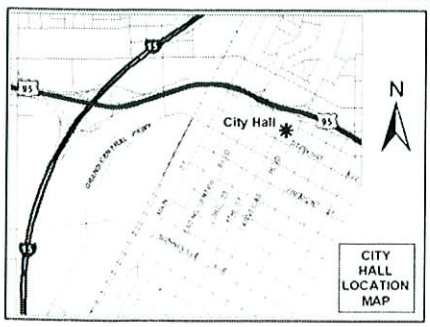

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33599

Planning Commission Meeting of 4/9/2009

Case: SDR-33599
16304311002
FOSELLI 1996 REVOCABLE TRUST
2113 DIAMOND PEAK CT
LAS VEGAS NV 89117-1868

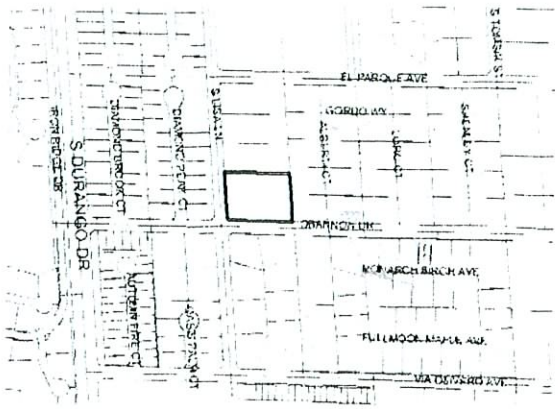
33P

Application Information

SDR-33599 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-33597 AND ZON-33598 - PUBLIC HEARING - APPLICANT: LAKES CONGREGATION OF JEHOVAH'S WITNESSES, LAS VEGAS, NEVADA - OWNER: ARMONDO TULLY - Request for a Site Development Plan Review FOR A PROPOSED ONE-STORY, 18-FOOT TALL 4,576 SQUARE-FOOT CHURCH/HOUSE OF WORSHIP on 1.49 acres at the northeast corner of O'Bannon Drive and Lisa Lane (APN 163-04-305-006), U (Undeveloped) Zone [DR (Desert Rural Density Residential) General Plan Designation] Zone [PROPOSED: C-V (Civic)], Ward 2 (Wolfson)

We are a Residential Neighborhood. We do not need all the traffic a church would bring into our area.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***April 09, 2009***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue 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 Planning and Development Department, Development Services Center, 731 South Fourth Street, 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 further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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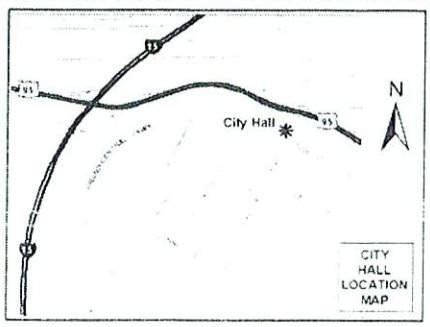

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33599
Planning Commission Meeting of 4/9/2009

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MAR 31 2009

Case: SDR-33599
16304311014
WILDT JESSE HERMAN TRUST -TR B
2012 DIAMOND PEAK CT
LAS VEGAS NV 89117-1867

33P

APR/01/2009/WED 05:22 AM COX VIDEO &DATA SUPP FAX No. 7029907685 P. 001/001

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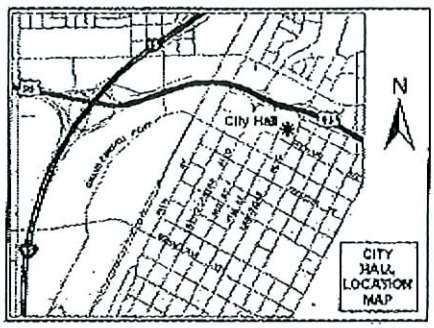

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599

Planning Commission Meeting of 4/9/2009

Case: SDR-33599

16304312025
FISHER RITA ANN
2120 DIAMOND BROOK CT
LAS VEGAS NV 89117-1866

33 P

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WADE
17028690979
04/01/2009 02:15

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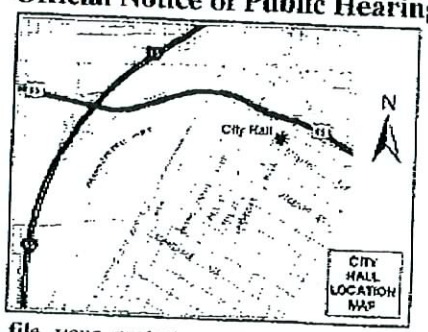

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33599

Planning Commission Meeting of 4/9/2009

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APR 02 2009

16304417019 Case: SDR-33599
WADE DAN & DANA M
8920 CANYON SPRINGS DR
LAS VEGAS NV 89117-5847

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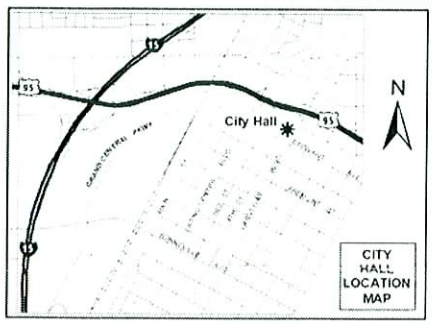

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599
Planning Commission Meeting of 4/9/2009

1. THIS IS STRICTLY A RESIDENTIAL AREA
2. THERE IS NO WHERE NEAR ADEQUATE PARKING ROOM FOR A CHURCH
3. THERE MUST BE OTHER MORE SUITABLE PROPERTIES AVAILABLE

Case: SDR-33599
16304410007
HOGAN KATHLEEN A TRUST
2249 OASIS PALM CT
LAS VEGAS NV 89117-1807

33P

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Planning & Development Department
Development Services Center
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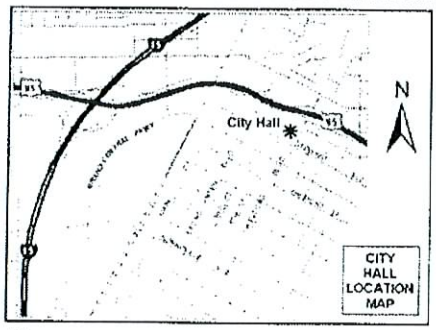

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599
Planning Commission Meeting of 4/9/2009

Case: SDR-33599
16304310004
DAVIDSON RES REAL EST L L C
%S DAVIDSON
1920 COLUMBIA CREST CT
LAS VEGAS NV 89117-8904

33P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
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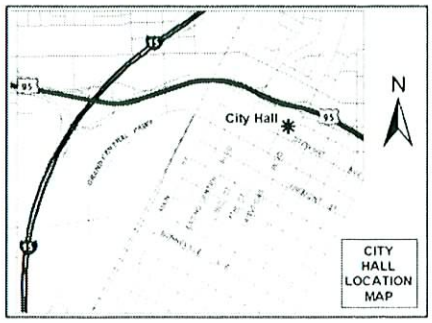

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33584

Planning Commission Meeting of 4/9/2009

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MAR 3 1 2009

Case: SUP-33584

13803817023
HORSLEY SUSAN J REVOCABLE LIV TR
4061 WOODGREEN DR
LAS VEGAS NV 89108-5468

33A

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Planning & Development Department
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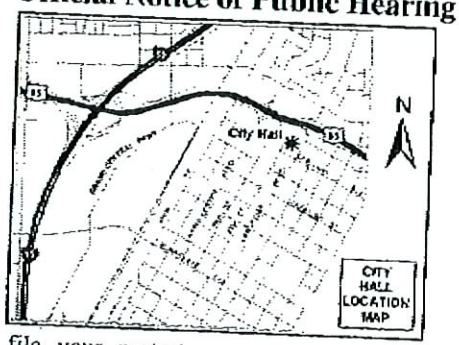

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599

Planning Commission Meeting of 4/9/2009

16304305006 Case: SDR-33599
TULLY ARMONDO
8805 ROBINSON RIDGE DR
LAS VEGAS NV 89117-5812

891173561 2 C039

33 A

City of Las Vegas
Planning & Development Department
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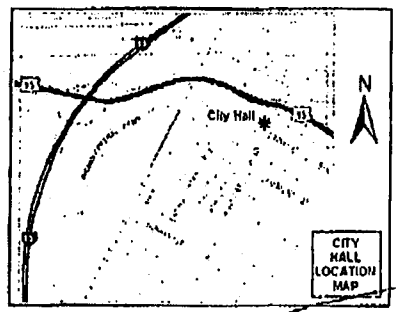

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☐ I SUPPORT this Request ☒ I OPPOSE this Request STRONGLY

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SDR-33599

Planning Commission Meeting of ~~4/9/2009~~

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Case: SDR-33599
16304312026
SLOAN ARTHUR L & NAOMI B
2124 DIAMOND BROOK CT
LAS VEGAS NV 89117-1866

Submitted after final agenda

Date 4/8/09 Item 33 P

702-838-3407
Steinberg Home
Apr 08 09 01:36p

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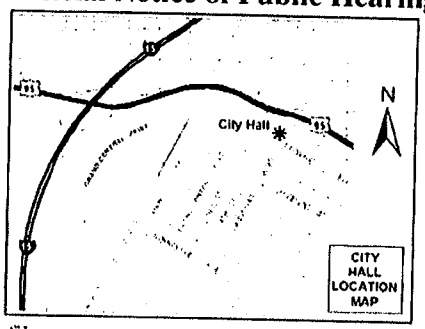

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33599

Planning Commission Meeting of 4/9/2009

*THIS SAME THING HAPPENED IN MY LAST NEIGHBORHOOD — AND CHANGED THE ENVIRONMENT NEGATIVELY

TO WHOM IT MAY CONCERN:
WITH Housing prices in our city already in a serious slump, I strongly oppose the construction of a public facility in my neighborhood, which I believe will negatively impact not only the value of my home, but also its safe family environment, by bringing more traffic and noise through our streets.

Pam Callaway

1[illegible]044 7017
CALLAWAY PAMELA
6509 CANNON DR
LAS VEGAS NV 89117-8957

Case: SDR-33599

Submitted after final agenda

Date

Item 33P

City of Las Vegas
Planning & Development Department
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Las Vegas, Nevada 89101-2986

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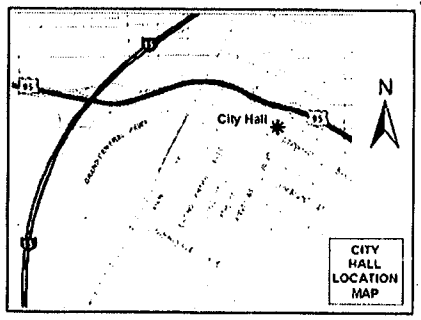

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SDR-33599

Planning Commission Meeting of 4/9/2009

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Case: SDR-33599

16304413031
WORTHEN JR FAMILY TRUST
8317 MONARCH BIRCH AVE
LAS VEGAS NV 89117-1892

Submitted after final agenda

Date

Item 33P

City of Las Vegas
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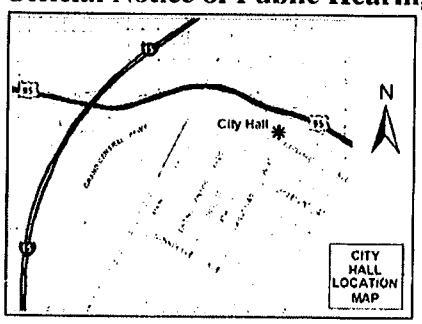

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Please keep residential. concern about traffic, close to school

Case: SDR-33599
16304413017
HANSEN KEVIN R & CARRIE A
2300 TRIDENT MAPLE ST
LAS VEGAS NV 89117-1894

SDR-33599
Planning Commission Meeting of 4/9/2009

Submitted after final agenda

Date

Item 33P

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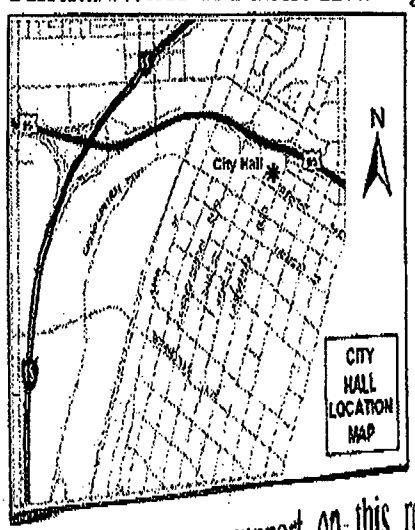

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405:

☐ I SUPPORT this Request

☒ I OPPOSE this Request –

Please use available blank space on card for your comments.

SDR-33599
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SDR-33599

16304413023
MUNSON FAMILY TRUST
8309 MONARCH BIRCH AVE
LAS VEGAS NV 89117-1891

Submitted after final agenda

Date Item 33P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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APR 07 2009

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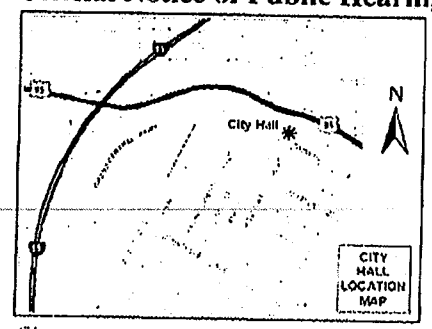
Official Notice of Public Hearing



Residential area -
Too much additional traffic - By Developer
50+ cars a day -
100+ on weekend

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599
Planning Commission Meeting of 4/9/2009

Case: SDR-33599
16304413026
STOCKETT FAMILY TRUST
8304 FULLMOON MAPLE AVE
LAS VEGAS NV 89117-1895

Submitted after final agenda

Date Item 33P

RECEIVED
MAR 03 2009

Nora Lares

From: Doug Rankin
Sent: Tuesday, March 03, 2009 1:29 PM
To: Nora Lares; Peter Lowenstein
Subject: FW: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

-----Original Message-----
From: Teresa Morrell
Sent: Tuesday, March 03, 2009 11:10 AM
To: Doug Rankin
Subject: FW: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

For your review.

-----Original Message-----
From: Foxes2204@AOL.Com [mailto:Foxes2204@AOL.Com]
Sent: Tuesday, March 03, 2009 10:58 AM
To: Planning Internet Email
Subject: Internet Submission - GPA-33597;ZON-33598;SDR-33599 March 9,2009 Mtg

Citizen Name: Kurt B. and Cheryl-Beth Reineke

Email: Foxes2204@AOL.Com

IP Address: 207.200.116.135

Comments: Dear Sirs and Madams of the Planning Commission, As 10 year residents of Sycamore Estates (entrance on O'Bannon), we adamantly oppose changing any lot in our residential area to public facilities. This area is residential. This lot is next to homes not to another Public facility. Nor is the lot on major traffic bearing roads. There are 4 undeveloped lots on O'Bannon between Durango and Cimarron and by changing this lot in question you set a precedent we do not want. In the past, public meetings were held in homes across the street from this area and they caused dangerous traffic, parking and pedestrian issues. There is already overflow travel and parking traffic on Lisa Lane and West Oakey from the Elementary School and additional traffic would create more issues. I would hope in these precarious fiscal times that the commission would not make a decision that would impact residents that have paid and still are paying to live in a lovely residential area. You would be committing existing residents to a change that we would not have chosen for ourselves. There are many undeveloped, non-residential lots and empty buildings in this immediate area.
We hope the Commission will deny this application of re-zoning.

Concerned Residents,
Kurt B. and Cheryl-Beth Reineke

Date: 3/3/2009 10:57:56 AM

Submitted after final agenda

Date Item 33P

March 31, 2009

RECEIVED
APR 06 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101-2986

Re: SDR-33599
GPA-33597 and ZON-33598
Jehovah Witnesses

Gentlemen:

As a homeowner directly affected, we vehemently OPPOSE any changes to the General Plan as proposed by the Jehovah's Witnesses. This proposal affects our expectation to live as we chose to live when we purchased our property which did not include any public or civil facilities according to the General Plan. The only exception is Derfelt Elementary School, which does cause problems, but have grudgingly accepted.

What disturbs us is the fact that this group has already started to clear the property and had recently congregated at night with some sort of get together which was very loud and invaded the peace we have at night. Our opposition also includes the fact that traffic would increase twofold day and night, which, again, would affect our expectation of a peaceful existence covered within the parameters of the General Plan. They would be parking up and down the street and cause noise and pollution. We don't need a whole bunch of cultists driving or walking our streets checking us out every time they go by our house.

Also, upon a little research, I have read that Christian denominations denounce this group as either a cult or heretical sect and have been banned in some countries. They also do not believe in military service and believe that saluting the American flag or standing for the national anthem are forms of idolatry. I cannot condone having an organization with these beliefs congregating next door to us because they will instill a fear for the safety of my family and we should not have to tolerate being exposed to this un-American group in our neighborhood. Most disturbingly, upon my research is the fact that I read members are ordered to **maintain silence on SEXUAL ABUSE to avoid embarrassment to both the accused and the organization.** Now, members are constantly urged to devote more time to door-to-door preaching. How dangerous can this be for our neighborhood as well as others nearby?!!

We reject and oppose any change to the General Plan as concerns the Jehovah Witnesses. **We should not have to live in FEAR.** We beseech the Council to reject this plan.

Sincerely,
Mitchell & Carol Hampp
Mitchell and Carol Hampp

Submitted after final agenda

Date Item 33P

2010 S. Lisa Lane
Las Vegas, NV 89117

Michael and Elena Johnston
2308 Trident Maple Street
Las Vegas, NV 89117

City of Las Vegas
Planning Department
731 South 4th Street
Las Vegas, NV 89101

Attn: David Cornower

Reference: Zoning Change Request No. ZON-33598, GPA-33597 & SDR-33599

We live in the neighborhood that includes the property that the above referenced zoning change request exists. As we understand it, there is a proposal to build a church on the property that is currently zoned for residential. The property is **surrounded by residential** properties and we **strongly object** to a civic building being erected on this property.

In the past there have be difficulties with an organized religious group holding services in the neighborhood resulting in a huge amount of traffic and pedestrians crossing dangerously in the middle of the street and generally causing a great deal of difficulty for the residents in the area. That problem resulted in a denial by the Planning Department to hold religious services in a private home.

Now a request to rezone the property to erect a church would cause an increase in traffic, cause dangerous pedestrian traffic and irreversibly damage property values (as if we haven't be hurt enough). A church simply does not belong in the middle of a residential area. There are no main streets off of which they can approach the property. They have to travel on O'Bannon which certainly was not constructed to absorb that amount of traffic. In addition, I don't believe that the property is large enough to accommodate the necessary parking spaces and this will result in cars being parked on the street and people crossing the street indiscriminately.

Submitted after final agenda RECEIVED
Date Item 33P APR 03 2009

As a ten-year owner of property in the area I strongly request that you deny the zoning changes and help us maintain our well being and property values. Help us keep our residential areas residential and not permit civic building erected in our areas.

Your assistance in the area would be greatly appreciated. If you would like to contact us, please feel free to do so. Our phone number is (702) 240-3506 and e-mail is mikelena@earthlink.net.

Sincerely,

Michael and Elena Johnston

RECEIVED

APR 03 2009

4/ 8/'09 WED 11:59 sdp (702 363 1918)3857268 # 1/ 1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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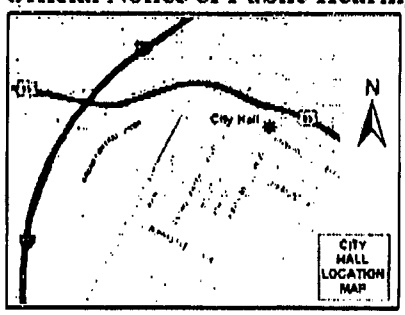

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33599
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 08 2009

Case: SDR-33599
16304401002
PORTNOFF FAMILY TRUST
1335 RADWICK DR
LAS VEGAS NV 89110-2025

Submitted after final agenda

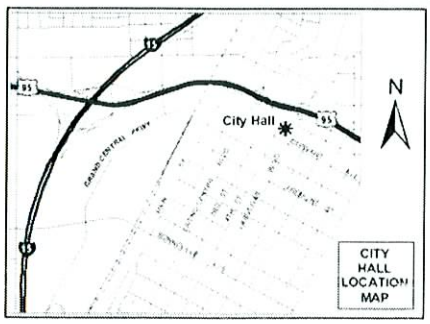
Date Item 33A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 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.

SDR-33599

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 02 2009

Case: SDR-33599

16304311011
MERICA JOE R
2000 DIAMOND PEAK CT
LAS VEGAS NV 89117-1867

33P

City of Las Vegas Agenda Item No.: **119.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

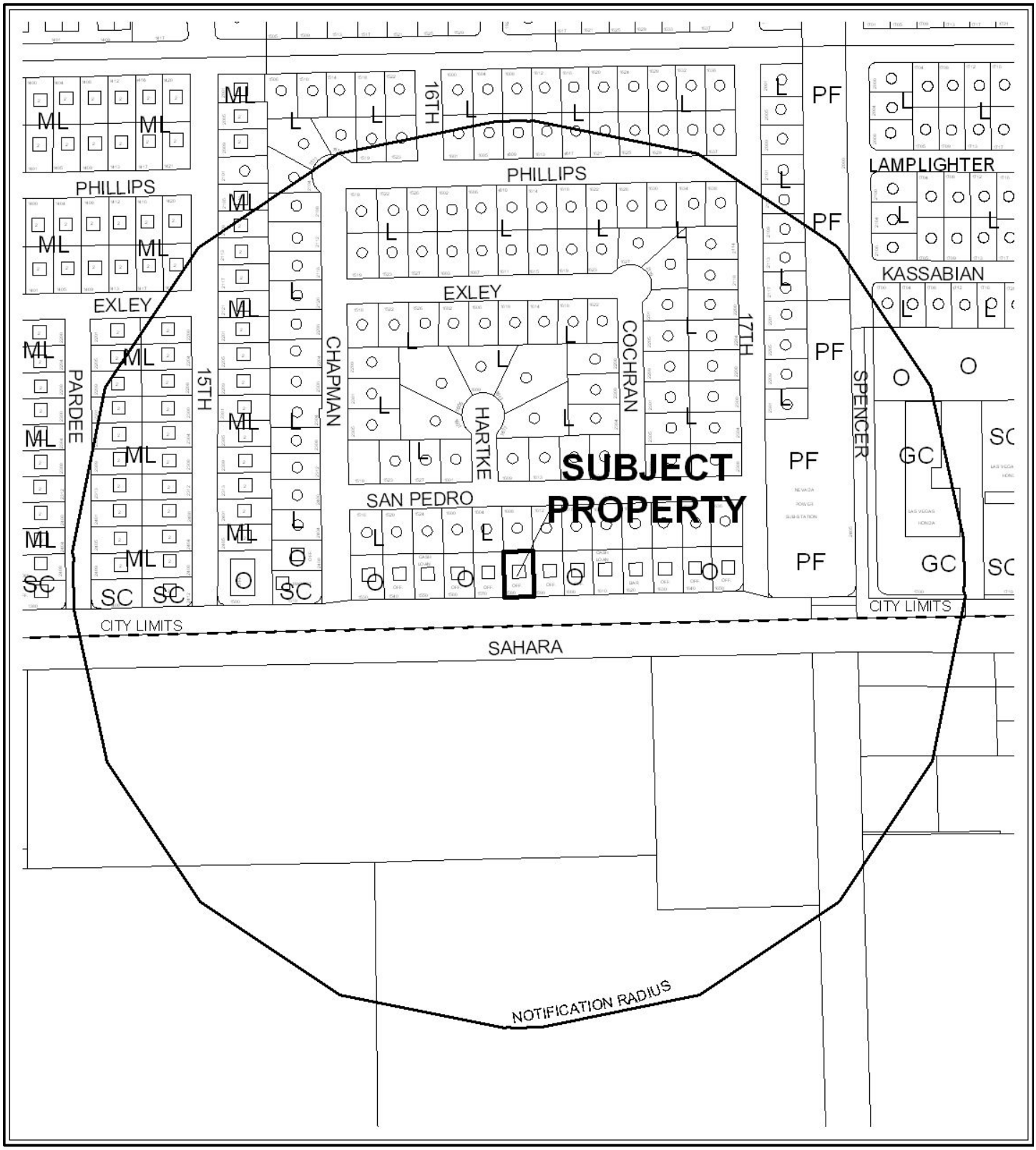
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-33607 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: REZAIE FAMILY TRUST - Request to Amend a portion of the Southeast Sector Plan of the General Plan FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 0.16 acres at 1580 East Sahara Avenue (APN 162-02-411-025), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 34



CASE: **GPA-33607**

RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
O (OFFICE)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N



CASE: **GPA-33607**

RADIUS: 1000 FT

0 500 Feet

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
O (OFFICE)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:
SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: GPA-33607 – APPLICANT/OWNER: REZAIE FAMILY TRUST

**** CONDITIONS ****

The Planning Commission (6-0 vote) and staff recommend DENIAL.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request to Amend a portion of the Southeast Sector Plan of the General Plan from O (Office) to SC (Service Commercial) on 0.16 acres located at 1580 E. Sahara Avenue. This General Plan Amendment is necessary because the existing O (Office) General Plan designation restricts the land uses to those that are permitted within compatible zoning districts. In this case, the subject site is limited to uses that are permitted in the O (Office) zoning district, such as the existing Office use. More intense uses, such as the proposed Auto Broker use, are not permitted within the O (Office) zoning district, and therefore are not allowed at the subject site, even though the site has a more intense, existing C-1 (Limited Commercial) zoning that would allow an Auto Broker as a conditional use. Staff is recommending denial of this request as the SC (Service Commercial) General Plan designation is not compatible with the adjacent L (Low Density Residential) and O (Office) designations, and will allow uses that are too intense for the surrounding adjacent land uses.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
06/06/73	The Board of City Commissioners approved a Rezoning (Z-0041-73) from R-2 (Medium Low Density Residential) to C-1 (Limited Commercial) on 0.16 acres located at 1580 E. Sahara Avenue. The Planning Commission recommended approval.
12/19/73	The Board of City Commissioners approved a Plot Plan Review (Z-0041-73) to allow an art school on 0.16 acres located at 1580 E. Sahara Avenue. The Planning Commission recommended approval.
05/17/06	The City Council, as part of a larger request, approved a General Plan Amendment (GPA-12043) to amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) and L (Low Density Residential) to O (Office) on 30.15 acres. The Planning Commission recommended approval.
04/09/09	The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #34/sg).

Related Building Permits/Business Licenses	
c. 1956	Original structure constructed at 1580 E. Sahara Avenue.
c. 1980	An addition of approximately 540 feet was constructed on the rear of the structure at 1580 E. Sahara Avenue.
09/07/99	A business license (M13-00100) was issued for a Retirement Planning Service at 1580 E. Sahara Avenue. The license was marked out on 01/07/08.

09/07/99	A business license (M18-01748) was issued for a Management and Consulting Service at 1580 E. Sahara Avenue. The license was marked out on 01/07/08.
04/25/06	A business license (Q16-00018) was issued for a Mortgage Related Firm at 1580 E. Sahara Avenue. The license was marked out on 10/24/08.
02/09/06	A business license (F02-00290) was issued for a Finance Company at 1580 E. Sahara Avenue. The license is still active.
04/24/07	A business license (A16-01277) was issued for Auto Sales (administrative offices only, with a primary business location elsewhere within the City of Las Vegas) at 1580 E. Sahara Avenue. The license was marked out on 08/22/07.
08/29/07	A business license (M18-04083) was issued for a Management and Consulting Service at 1580 E. Sahara Avenue. The license was marked out on 08/29/07.

Pre-Application Meeting	
01/29/09	A pre-application meeting was held to discuss the submittal requirements for a General Plan Amendment. Also discussed were the requirements for an Auto Broker use, including parking and conditional use requirements.

Neighborhood Meeting	
03/09/09	A neighborhood meeting was held on Monday March 9, 2009 from 5:40 to 5:55 pm at Advantage Credit Inc., located at 1580 E. Sahara Ave., Las Vegas, Nevada 89104. There were two representatives for the applicant, two members of the general public and one member of staff from the Planning and Development Department. The applicant explained that the change in the land use designation was needed so that they could maintain a business license for the sale of repossessed cars at the site. The applicant further explained that no cars would be stored on the site; all vehicles for sale will be stored on a site on Boulder Highway. The residents in attendance expressed no concerns over the proposed use by the applicant, with the condition that no cars be stored on site. However, they noted that they would have concerns if any more intense commercial uses were to be carried out on the site should the applicant sell the property.

Field Check	
03/05/09	Staff conducted a field check of the subject site. The site was clean, well maintained, and is currently used as an office.

Details of Application Request	
Site Area	
Gross Acres	0.16 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office	O (Office)	C-1 (Limited Commercial)

North	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Apartments	RHRC (Residential High Rise Center – Greater Than 32 Units per Acre) [Clark County]	R-5 (Apartment Residential District) [Clark County]
East	Motor Vehicle Sales, Used (Approved via V-0138-93)	O (Office)	C-1 (Limited Commercial)
West	Office	O (Office)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O Airport Overlay District (200 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request to Amend a portion of the Southeast Sector Plan of the General Plan from O (Office) to SC (Service Commercial) on 0.16 acres located at 1580 E. Sahara Avenue. This General Plan Amendment is necessary because the existing O (Office) General Plan designation restricts the allowable land uses to those that are permitted within compatible zoning districts; in this case, the subject site is limited to uses that are permitted in the O (Office) zoning district, such as the existing Office use. More intense uses, such as the proposed Auto Broker use, are not permitted within the O (Office) zoning district, and therefore are not allowed at the subject site even though the existing zoning for the site is C-1 (Limited Commercial). Staff is recommending denial of this request as the SC (Service Commercial) General Plan designation is not compatible with the adjacent L (Low Density Residential) and O (Office) designations, and will allow uses that are too intense for the surrounding adjacent land uses.

- **General Plan and Zoning:**

  The subject site has an existing General Plan designation of O (Office), which provides for small lot office conversions as a transition along primary and secondary streets from residential and commercial uses, and for large planned office areas. Permitted uses include business, professional and financial offices, as well as offices for individuals, civic, social, fraternal and other non-profit organizations. The existing O (Office) General Plan designation restricts the land uses to those that are permitted within compatible zoning districts.

  The applicant is proposing to change the General Plan designation to SC (Service Commercial), which allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

  The subject site is currently zoned C-1 (Limited Commercial) district, which is intended to provide most retail shopping and personal services, and may be appropriate for mixed-use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-l (Limited Commercial) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan, and the proposed Auto Broker use is permitted as a conditional use within the district.

FINDINGS

Section 19.18.030.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,

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 Amendment; and

4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

The intensity of the proposed General Plan Amendment is not compatible with the adjacent L (Low Density Residential) and O (Office) designations, and will allow uses that are too intense for the surrounding adjacent land uses.

In regard to "2":

The subject site has an existing zoning of C-1 (Limited Commercial), which is the most intense zoning district allowed by the proposed SC (Service Commercial) General Plan designation. The most intense uses allowed by the C-1 (Limited Commercial) district are not compatible with the adjacent R-1 (Single Family Residential) zoning district to the north, and are currently limited by the existing O (Office) General Plan designation.

In regard to "3":

The subject site is served by Sahara Avenue, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways. The site is an existing site and will continue to use existing transportation, recreation, utility, and other facilities.

In regard to "4":

There are no other plans or policies that apply to the subject site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 179 by City Clerk

APPROVALS 3

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-33607 APN: 16202411025

Name of Property Owner: Hassan Rezaie, Kiarash Rezaee

Name of Applicant: Shamsy Rezaie, Elizabeth Rezaie

Name of Representative: Elizabeth Rezaie

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes __✓__No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Hassan Rezaie

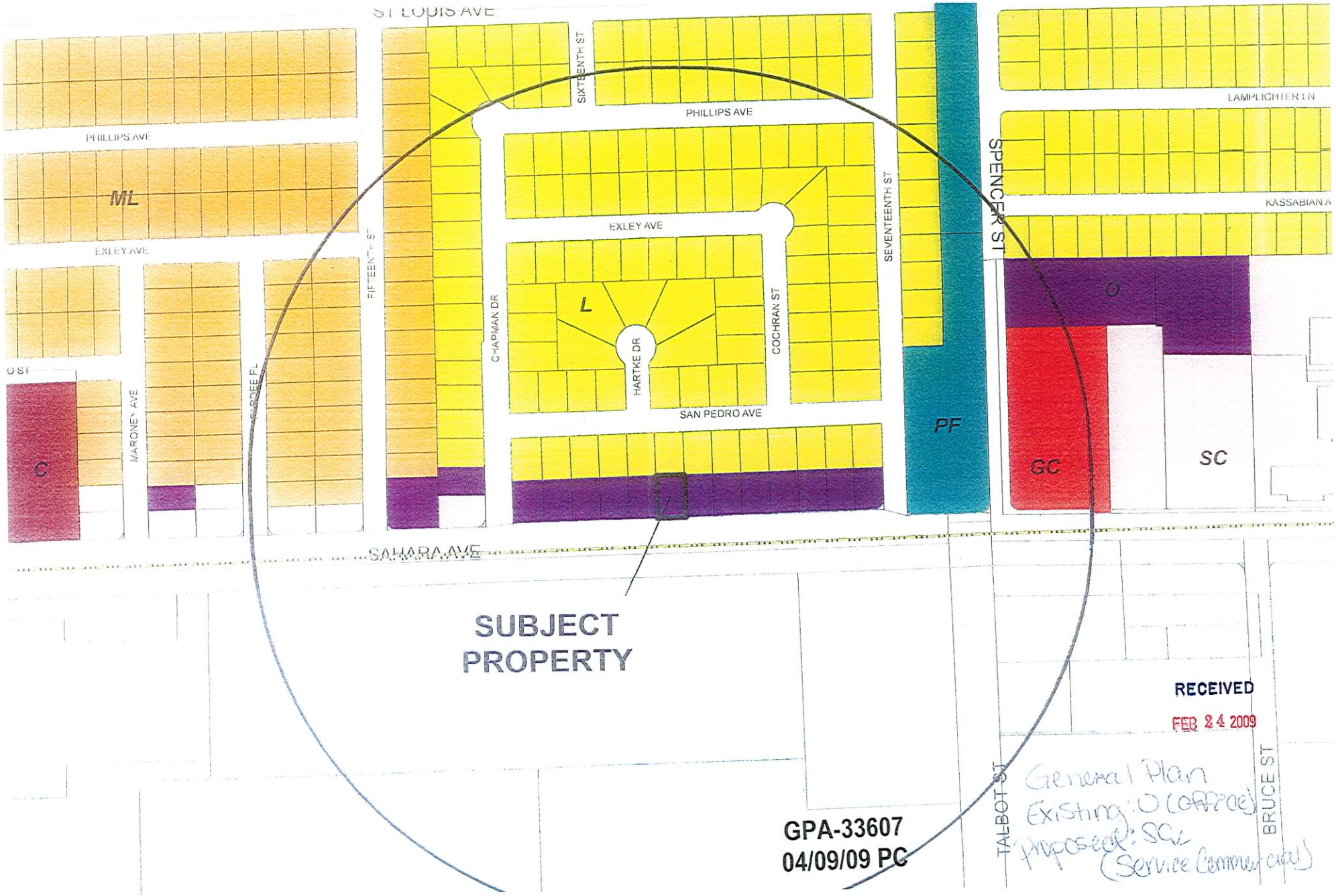
Print Name: Hassan Rezaie

Subscribed and sworn before me

This 23 day of Feb, 2009

Notary Public in and for said County and State

BAHRAM BANANDAJI
Notary Public, State of Nevada
Appointment No. 00-62196-1
My Appt. Expires Mar 18, 2012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PHILLIPS AVE
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EXLEY AVE
SIXTEENTH ST
PHILLIPS AVE
LAMPLIGHTER LN
KASSABIAN A
SPENCER ST
EXLEY AVE
SEVENTEENTH ST
FIFTEENTH ST
CHAPMAN DR
L
HARTKE DR
COCHRAN ST
SAN PEDRO AVE
O
PF
GC
SC
C
MARONEY AVE
PARDEE PL
SAHARA AVE
SUBJECT PROPERTY
TALBOT ST
BRUCE ST
RECEIVED
FEB 24 2009
General Plan
Existing: O (Office)
proposed: SC
(Service Commercial)
GPA-33607
04/09/09 PC



GPA-33607 - APPLICANT/OWNER: REZAIE FAMILY TRUST
1580 EAST SAHARA AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



GPA-33607 - APPLICANT/OWNER: REZAIE FAMILY TRUST
1580 EAST SAHARA AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

Advantage Credit Inc.
"A Better Chance in Auto Financing"
1580 E. Sahara Ave. Las Vegas, Nevada 89104
Phone: (702) 649-8500 Fax: (702) 798-1900

February 20, 2009

Re: requesting special use permit for office located at: 1580 E Sahara Ave.
Las Vegas, NV 89104

This letter is to inform the City Of Las Vegas Planning department of our intentions for requesting a special use permit/or to amend general plan. We Advantage Credit, Inc. (a vehicle finance), is requesting a special use permit/ or to amend general plan so our company may wholesale (not for a retail car lot) our repossessed vehicles. We established a Business license specifically for wholesaling our repossessed vehicles. We have no intentions of downgrading our Finance company by selling cars as a retail car lot; we are NOT creating a car lot of any sort. No for sale cars will be in front. This is just so we may move the business license we created for wholesaling to the current building we own at: 1580 E. Sahara Ave. Las Vegas, NV 89104. The building we are renting on: 4625 Wynn rd. suite #224 Las Vegas, NV 89103, is where we currently hold our business license for Las Vegas Auto Auction. This license was established so we, Advantage Credit, Inc may wholesale our repossessed. Unfortunately due to bad economic times we are unable to afford the rent of the suite at 4625 Wynn rd. suite #224 Las Vegas, NV 89103, which is why we are requesting a special use permit/or to amend general plan. Please grant us a Land use permit, so we may hold our business license established for Las Vegas Auto Auction at the location we own At 1580 E. Sahara Ave. Las Vegas, NV 89104, so we May wholesale our repossessed vehicles.

Your Time and consideration is greatly appreciated!

Advantage Credit, Inc.

GPA-33607
04/09/09 PC

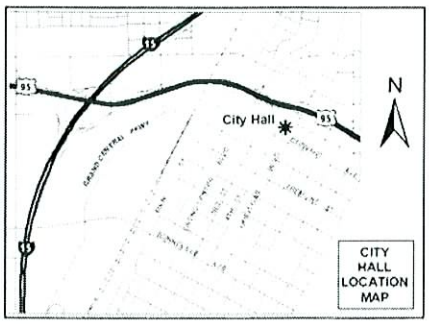
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIP CODE 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.

GPA-33607
Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: GPA-33607
16202411050
GINKGO HOLDING TRUST
2620 S MARYLAND PKWY #253
LAS VEGAS NV 89109-8300

34A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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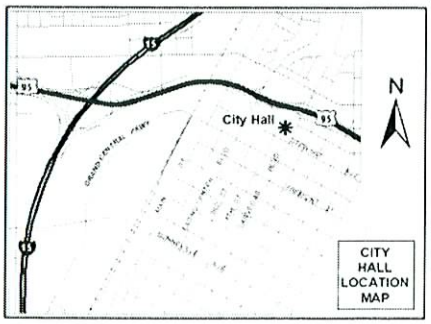
0004239954
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIPCODE 89101

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.

GPA-33607
Planning Commission Meeting of 4/9/2009

Case: GPA-33607
16202411051
SCHNELL CATHERINE T
1522 EXLEY AVE
LAS VEGAS NV 89104-3500

34A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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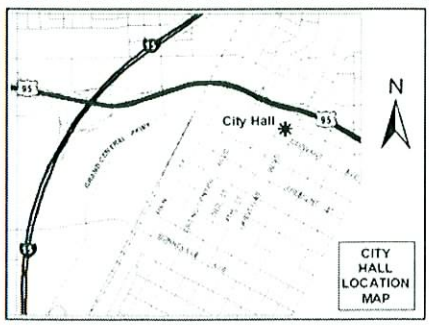

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Please use available blank space on card for your comments.

GPA-33607
Planning Commission Meeting of 4/9/2009

Case: GPA-33607
16202411040
PHOMMATHEP BOUATHONG
1958 HAWSMORE CT
LAS VEGAS NV 89142-0000

34A

City of Las Vegas Agenda Item No.: **120.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

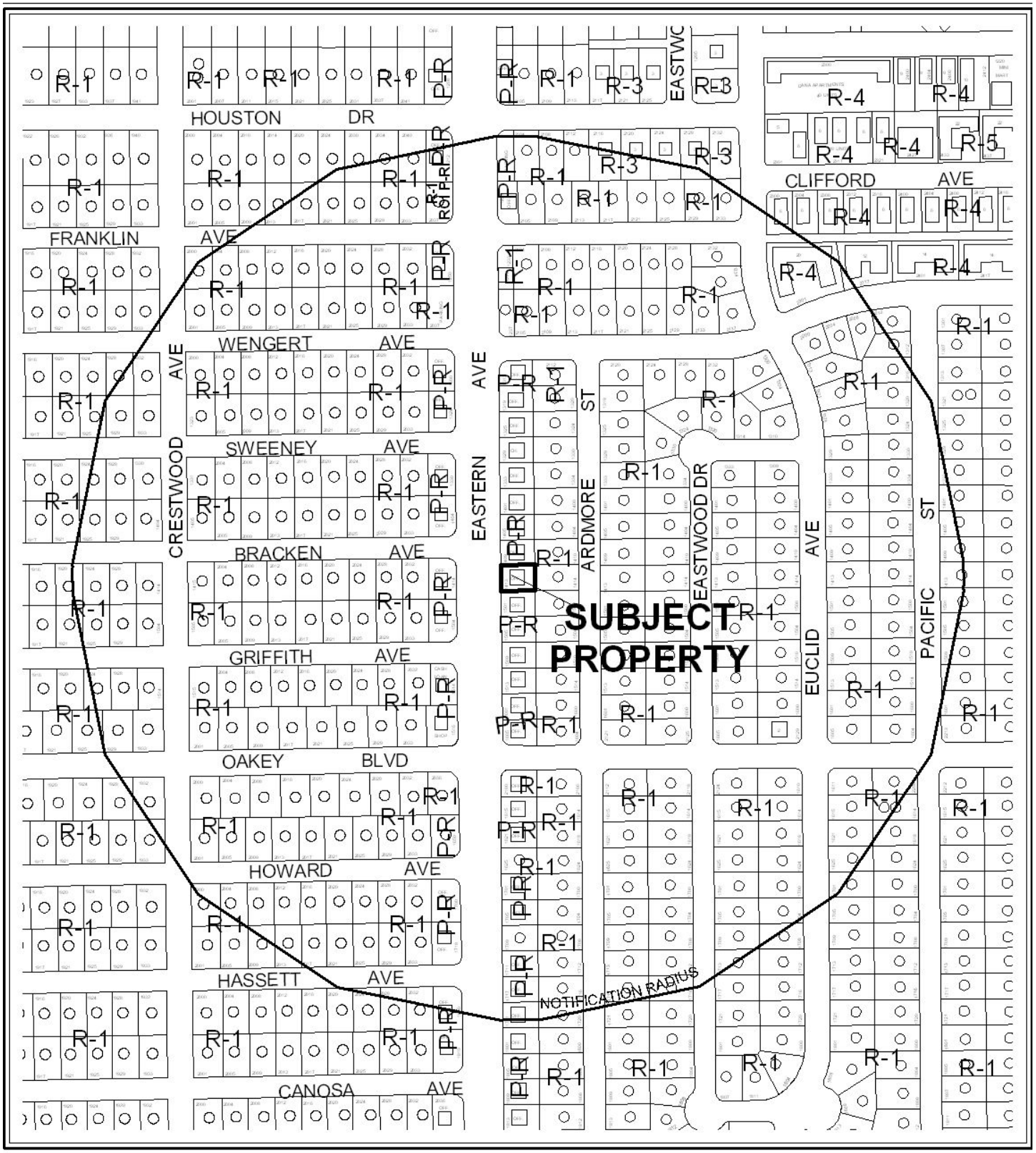
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-29221 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: ANNE AND KENNY WONG - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.10 acres at 1413 South Eastern Avenue (APN 162-01-210-039), Ward 3 (Reese). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 35



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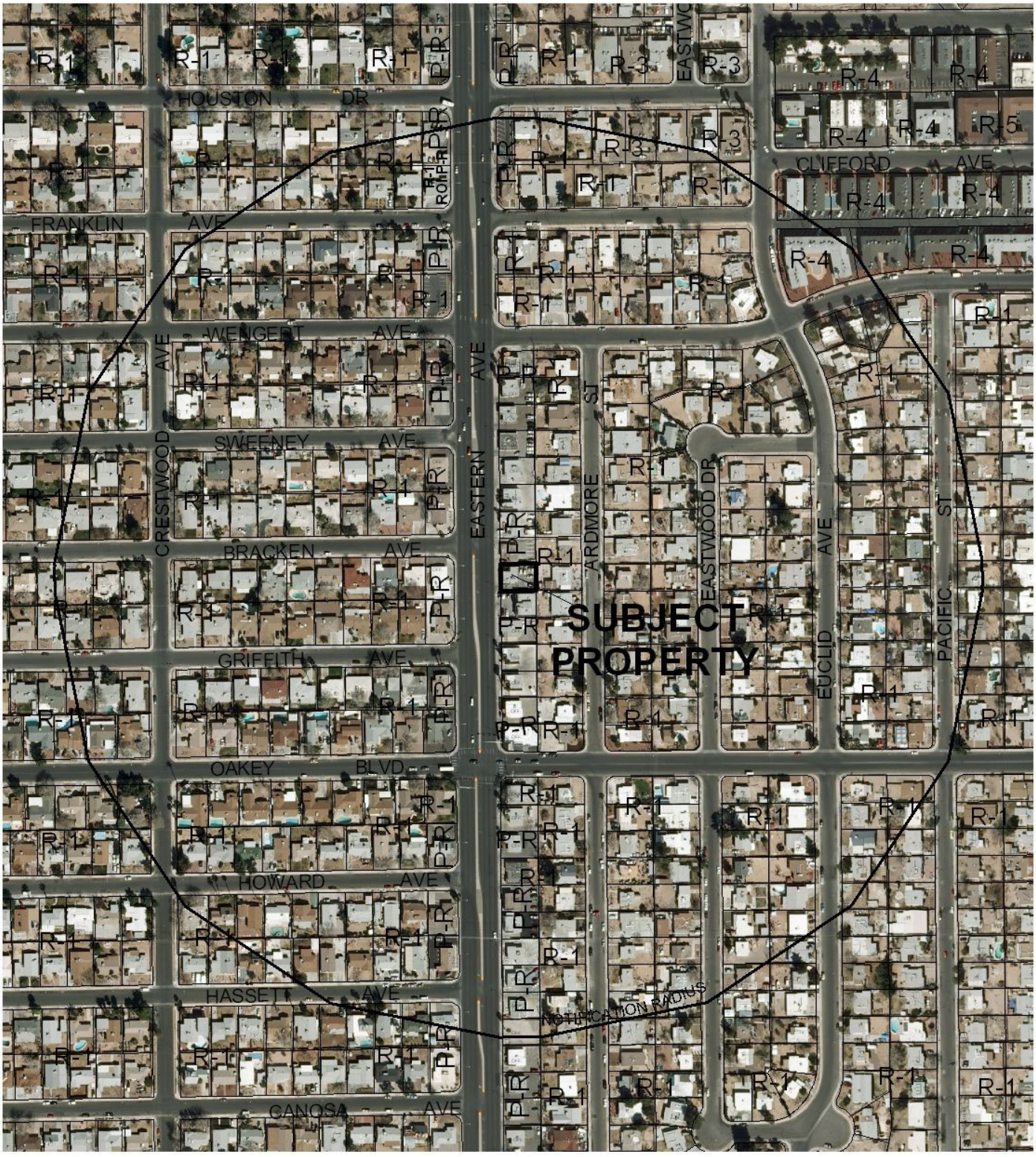
CASE: **ZON-29221**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N



0 500 Feet

CASE: **ZON-29221**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-29221 - APPLICANT/OWNER: ANNE AND KENNY WONG

** CONDITIONS **

The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for Rezoning from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.10 acres at 1413 South Eastern Avenue. An associated request for a Site Development Plan Review for the conversion of an existing 1,038 square-foot residence into an office with Waivers of the perimeter landscape buffer standards to allow buffers of one-foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one-foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required has also been submitted. The proposed zoning district is consistent with the existing O (Office) General Plan designation, is compatible with the surrounding zoning districts and land uses, and will provide a buffer between Eastern Avenue and the residential properties to the east; therefore, staff is recommending approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/21/05	A Code Enforcement citation (#29080) was issued at 1413 South Eastern Avenue for performing building and plumbing improvement without a building permit or a licensed contractor. The case was resolved 11/08/05.
04/22/05	A Code Enforcement citation (#29119) was issued at 1413 South Eastern Avenue for high weeds and grass. The case was resolved 05/05/05.
06/07/06	The City Council approved a Rezoning (ZON-12130) from R-1 (Single Family Residential) to P-R (Professional Offices and Parking) on 0.10 acres at 1413 South Eastern Avenue. The Planning Commission and staff recommended approval of this request. The Rezoning was never exercised, and expired on 06/07/08.
08/10/06	A Code Enforcement citation (#44957) was issued at 1413 South Eastern Avenue for graffiti, high weeds and debris. The case was resolved 08/28/06.
04/20/07	A Code Enforcement citation (#52368) was issued at 1413 South Eastern Avenue for graffiti on the side of the building. The case was resolved 05/03/07.
12/24/07	A Code Enforcement citation (#60784) was issued at 1413 South Eastern Avenue for someone living/sleeping inside a commercial business and onsite graffiti. The case was resolved 01/07/08.
03/26/08	A Code Enforcement citation (#63851) was issued at 1413 South Eastern Avenue for signage code violations, including non-permitted banners wrapped around multiple faces of the building. The case was resolved 05/27/08.

06/13/08	A Code Enforcement citation (#66565) was issued at 1413 South Eastern for running a business from an R-1 (Single Family Residential) zoned property. The business was given 30 days to cease and vacate the premises. The case was resolved 07/10/08.
04/09/09	The Planning Commission recommended denial of companion item sdr-29281 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #35/sg).

Related Building Permits/Business Licenses	
12/29/06	A business license applications was submitted for an Astrologer (#A12-99881) at 1413 South Eastern Avenue. A license was not issued, and the application was marked out on 11/29/08.
01/11/07	A business license applications was submitted for a Psychic Arts business (#A24-99882) at 1413 South Eastern Avenue. A license was not issued, and the application was marked out on 02/23/09.
05/12/07	A business license application (#M18-93261) for a Land Marketing company was received. The application was denied pending approval of a Site Development Plan Review for the site; it was marked out on 06/30/08.

Pre-Application Meeting	
07/10/08	A pre-application meeting was held to discuss the application submittal requirements for a Rezoning and Site Development Plan Review.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application request.	
Field Check	
03/05/09	A field check was conducted by staff. The site has a vacant building with graffiti on it, and landscape areas were overgrown with weeds. Discrepancies were noted between actual site conditions and the plans submitted by the applicant.

Details of Application Request	
Site Area	
Gross Acres	0.10 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	O (Office)	R-1 (Single Family Residential)
North	Office	O (Office)	P-R (Professional Office and Parking)
South	Office	O (Office)	P-R (Professional Office and Parking)
East	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

West	Office	O (Office)	P-R (Professional Office and Parking)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	4,732 SF	Y
Min. Lot Width	60 Feet	60 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 20 5 15 15	 5 Feet 6 Feet N/A 45 Feet	 Y* Y N/A Y
Max. Lot Coverage	50%	22%	Y
Max. Building Height	Lesser of 2 stories or 35 feet	1 Story / 12 Feet	Y

**A portion of the original lot area was taken for the widening of Eastern Avenue, resulting in a lot with a front yard setback of approximately 5 feet. Per Title 19.08.030(G), "No action by the City in connection with the acquisition or use of right-of-way or the installation of off-site improvements shall have the effect of rendering a previously conforming lot or structure non-conforming as to lot width, lot area, or setback requirements"; therefore, the existing lot and structure are legally conforming for the front yard setback.*

ANALYSIS

This is a request for Rezoning from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.10 acres at 1413 South Eastern Avenue. An associated request for a Site Development Plan Review for the conversion of an existing 1,038 square-foot residence into an office with Waivers of the perimeter landscape buffer standards to allow buffers of one foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required has also been submitted. A previous Rezoning (ZON-12130) to P-R (Professional Office and Parking) was approved for the site on

06/07/06, but a Site Development Plan Review to convert the property to a commercial use was never completed as required by Condition of Approval number two, and the Resolution of Intent expired on 06/07/08 because it was not exercised. The proposed zoning district is consistent with the existing O (Office) General Plan designation, is compatible with the surrounding zoning districts and land uses, and will provide a buffer between Eastern Avenue and the residential properties to the east; therefore, staff is recommending approval of this request.

- **General Plan and Zoning**

  The subject site has an existing General Plan designation of O (Office), which provides for small lot office conversions as a transition along primary and secondary streets from residential and commercial uses, and for large planned office areas. Permitted uses include business, professional and financial offices, as well as offices for individuals, civic, social, fraternal and other non-profit organizations.

  The subject site is currently zoned R-1 (Single Family Residential). The proposed P-R (Professional Office and Parking) district is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single-family structures should be retained or new development should be constructed to maintain a residential character. The P-R (Professional Office and Parking) district is consistent with the O (Office) category of the General Plan.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed P-R (Professional Office and Parking) district is consistent with the existing O (Office) General Plan designation.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   The uses that are allowed by the proposed P-R (Professional Office and Parking) district, including professional and administrative offices, are compatible with the surrounding land uses and zoning districts, and will provide a transitional zone from the Eastern Avenue office corridor to the residential properties to the east.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The request for Rezoning is appropriate as Eastern Avenue is a 100-foot Primary Arterial, with most of the residential properties along the corridor having been converted for office use. The proposed P-R (Professional Office and Parking) district will act as a transitional zone between the busy arterial corridor and existing residential properties to the east.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed by an existing driveway to Eastern Avenue, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways, and will be adequate in size to meet the requirements of the proposed P-R (Professional Office and Parking) district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 423 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-29221 APN: 162-01-210-039

Name of Property Owner: ANNE & KEAINY WONG

Name of Applicant: ANNE WONG

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____✓_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: ANNE WONG

Subscribed and sworn before me

This 29th day of July, 2008

_____

Notary Public in and for said County and State

ERMEE B. CLARK
Notary Public, State of Nevada
Appointment No. 04920701
My Appt. Expires Oct. 4, 2008

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

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JUL 29 2008



City of Las Vegas

Zoning

Parcel 16201210039

From R-1 To P-R

U	P-R
R-A	N-S
R-E	O
R-D	C-D
R-PD	C-1
R-1	C-2
R-MH	C-M
R-CL	M
R-2	C-V
R-3	C-PB
R-4	P-C
R-5	PD
R-MHP	TC

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FEB 25 2009

ZON-29221
SDR-29281
04/09/09 PC

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

Printed: December 03, 2008

PLANNING & DEVELOPMENT



ZON-29221 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-29221 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-29221 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



ZON-29221 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

February 24,2009

RE: REZONING AND REUSE JUSTIFICATION LETTER:

We, Kenny and Anne Wong, principals, are formally requesting the rezoning of real property from R-1 to P-R. within the City of Las Vegas, State of Nevada, which real property commonly known as 1413 So. Eastern Avenue, Las Vegas, Clark County, Nevada, having Assessor's Parcel Number 162-01-210-039, and more particularly described as EASTWOOD TRACK# 1AMD, PLAT BOOK 3 LOT9 BLOCK3.

We also request a SITE DEVELOPMENT PLAN REVIEW to convert an existing single family residence to an small office use. Request a waiver to allow a 3' landscape buffer along the west perimeter where 15' is required; to allow a 5 foot landscape buffer along the north perimeter where 5' feet is required; to allow a 5 FT. buffer along east perimeter where 15' is required; to allow a zero foot landscape buffer along the south perimeter where 5' is required.

Since the area and the vicinity of the subject property are mostly has been converted to P-R, we just hope that your respective department will be lenient in approving our request. WE are fully aware of the fact that the decision is entirely up to your discretion.

We just want to have this done because we are running out of money to keep up with the mortgage. We have been paying the mortgage for over two years now and it's vacant ever since.

Please contact us if you have any question at your convenience.

Respectfully yours:

Kenny and Anne Wong

RECEIVED

FEB 25 2009

ZON-29221
SDR-29281
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 3 1 2009

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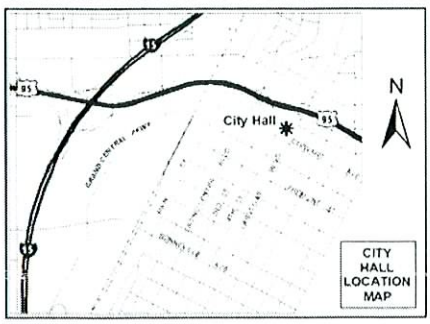
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-29221 & SDR-29281
Planning Commission Meeting of 4/9/2009

THE BUSNESSES THAT ON EASTERN ALL DONT HAVE GOOD PARKING THEN PARK IN ST. THROW THERE CIG. BUT - COFFEE CUP TREAT RAPER IN OUR YARDS NO MORE

Case: ZON-29221
16202616018
DEVRIES KENNETH
2033 BRACKEN AVE
LAS VEGAS NV 89104-3611

BESIDE YOU LET THEM PAINT BUILDING LIKE LITTLE TIJUANA

35 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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MAILED FROM ZIPCODE 89101

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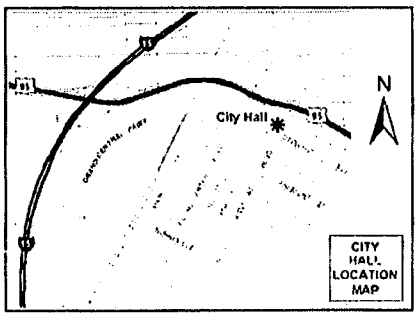

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Please use available blank space on card for your comments.

ZON-29221 & SDR-29281
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: ZON-29221
16202616007
MATHEWS FAMILY TRUST
1925 BRACKEN AVE
LAS VEGAS NV 89104-3609

Submitted after final agenda
Date 4/7/09 Item 35P

March 31, 2009

RECEIVED
APR 06 2009

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101-2986

Attention: Planning & Development Department

SUBJECT: ZON-29221 & SDR-29281

I OPPOSE this request to change this residential property to a business. We already have too many so-called businesses along Eastern Avenue that have been converted from residences. Most of these businesses are dealing as tax consultants. I counted twenty-one TAX establishments between Sahara and Charleston; thats way too many for one single purpose.

Most of these businesses do not have parking for their employees, so they use the residential streets for all-day parking. Often they take lunch breaks in their vehicles ... eating, drinking, etc., and when finished they discard their waste on the street or sidewalk where the items usually wind up in our yards.

Couple times last fall we had to communicate with the business at 1501 South Eastern. They were using a public address system to verbably advertise and play loud music. We don't need this type of noise in our residential neighborhood.

Driving along Eastern there are a lot of unoccupied buildings -- signs advertising FOR LEASE or FOR SALE. See lots of scrawled graffiti every where. Are the owners responsible to clean these walls? And, if so -- who enforces this rule?

Who approves of the building paint colors? Colors remind me of the businesses along the Mexican border, i.e., green, purple, orange, blue, red. Most of the signs on these buildings are written in Spanish. Is this America where English is the spoken language or Mexico?

How would you like to have some of these businesses in your residential neighborhood?

Sincerely,

Roger D. Williams

Roger D. Williams
2028 Bracken Avenue
Las Vegas, Nevada 89104-3612

Submitted after final agenda

Date Item 35P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
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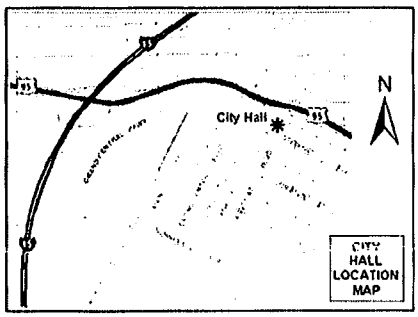

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-29221 & SDR-29281
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: ZON-29221
16202616020
VEGAS VALLEY HOLDINGS L L C
1414 S EASTERN AVE
LAS VEGAS NV 89104-3903

Submitted after final agenda

Date Item 35A

City of Las Vegas Agenda Item No.: **121.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

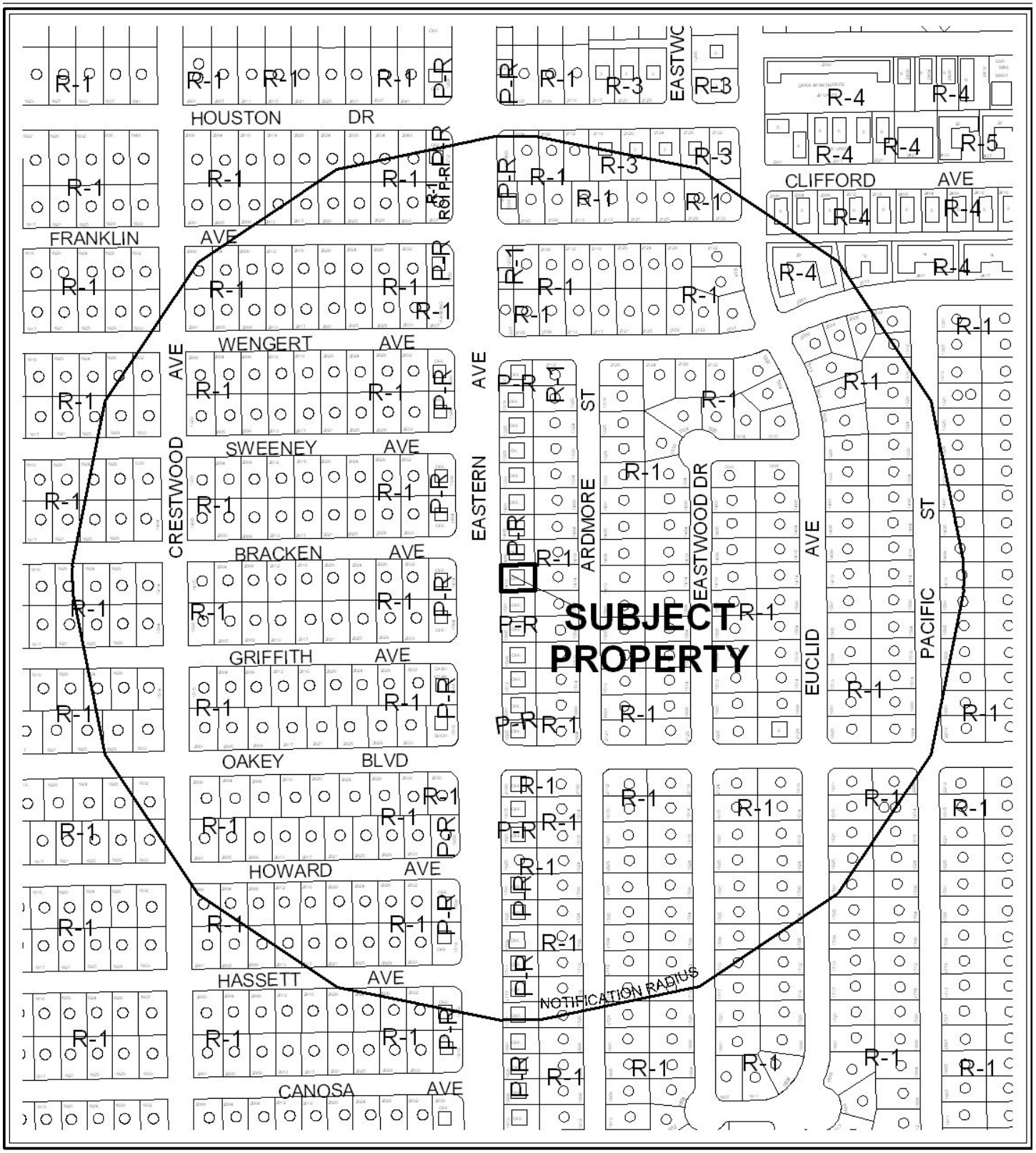
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-29281 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-29221 - PUBLIC HEARING - APPLICANT/OWNER: ANNE AND KENNY WONG - Request for a Site Development Plan Review FOR THE CONVERSION OF AN EXISTING 1,038 SQUARE-FOOT RESIDENCE INTO AN OFFICE WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER STANDARDS TO ALLOW BUFFERS OF ONE-FOOT ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED; ZERO FEET ALONG THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED; ONE-FOOT ALONG THE NORTH PERIMETER WHERE FIVE FEET IS REQUIRED; AND ZERO FEET ALONG THE SOUTH PERIMETER WHERE FIVE FEET IS REQUIRED on 0.10 acres at 1413 South Eastern Avenue (APN 162-01-210-039), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 36



0 500 Feet

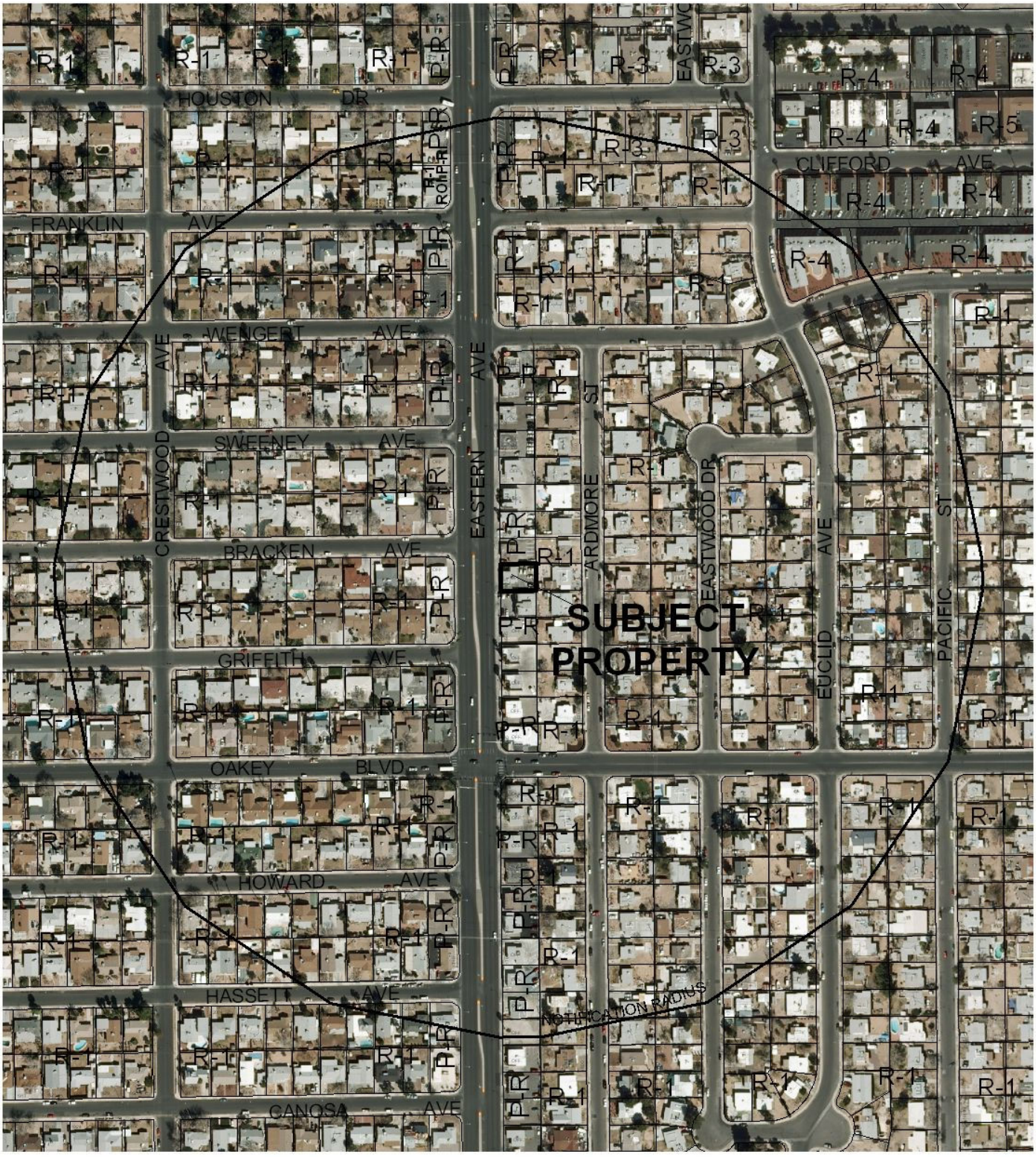
CASE: **SDR-29281**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N



0 500 Feet

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N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-29281 - APPLICANT/OWNER: ANNE AND KENNY WONG

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan and landscape plan, date stamped 03/17/09, and building elevations, date stamped 07/29/08, except as amended by conditions herein.

3. A Waiver from Title 19.12.040 Perimeter Landscape Buffering is hereby approved, to allow buffers of one-foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required.

4. Exceptions from Title 19.10.010 and 19.12.040 are hereby approved, to allow zero trees in perimeter landscape buffers along the north and west perimeters where the buffer width is approximately one-foot.

5. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to reflect a parking area meeting the minimum dimensional requirements of Title 19.10, including drive aisles of at least 24' width, standard parking spaces of nine feet by 18 feet, and a van accessible handicap parking space of 22 feet by 18 feet. Landscape areas shall be clearly and accurately denoted on the plan.

6. The existing block wall along the east perimeter, adjacent to residential property, shall be raised or replaced to provide a minimum six-foot high wall meeting all Title 19.12.075 requirements.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: 24-inch box size trees and four, 5-gallon shrubs for each required tree in existing planter areas as follows: in the southeast corner planter, one tree and four shrubs; in the northeast planter, three trees and 12 shrubs; and in the northwest planter area, two trees and eight shrubs shall be required.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

16. Provide a copy of a perpetual irrevocable recorded Joint Access Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for the conversion of an existing 1,038 square-foot residence into an office with Waivers of the perimeter landscape buffer standards to allow buffers of one foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required on 0.10 acres at 1413 South Eastern Avenue. An Exception has been requested to allow no trees in the west and north perimeter buffer areas where the one-foot width of the buffer is too narrow to accommodate a 24-inch box size tree. An associated request for Rezoning (ZON-29221) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) has also been submitted. The extensive requests for Waivers and an Exception indicate that the site, in its current configuration, is not physically suitable for the increased intensity of the proposed use, and will not be compatible with the adjacent residential property to the east; therefore, staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/21/05	A Code Enforcement citation (#29080) was issued at 1413 South Eastern Avenue for performing building and plumbing improvement without a building permit or a licensed contractor. The case was resolved 11/08/05.
04/22/05	A Code Enforcement citation (#29119) was issued at 1413 South Eastern Avenue for high weeds and grass. The case was resolved 05/05/05.
06/07/06	The City Council approved a Rezoning (ZON-12130) from R-1 (Single Family Residential) to P-R (Professional Offices and Parking) on 0.10 acres at 1413 South Eastern Avenue. The Planning Commission and staff recommended approval of this request. The Rezoning was never exercised, and the Resolution of Intent expired on 06/07/08.
08/10/06	A Code Enforcement citation (#44957) was issued at 1413 South Eastern Avenue for graffiti, high weeds and debris. The case was resolved 08/28/06.
04/20/07	A Code Enforcement citation (#52368) was issued at 1413 South Eastern Avenue for graffiti on the side of the building. The case was resolved 05/03/07.
12/24/07	A Code Enforcement citation (#60784) was issued at 1413 South Eastern Avenue for someone living/sleeping inside a commercial business and onsite graffiti. The case was resolved 01/07/08.

03/26/08	A Code Enforcement citation (#63851) was issued at 1413 South Eastern Avenue for signage code violations, including non-permitted banners wrapped around multiple faces of the building. The case was resolved 05/27/08.
06/13/08	A Code Enforcement citation (#66565) was issued at 1413 South Eastern for running a business from an R-1 (Single Family Residential) zoned property. The business was given 30 days to cease and vacate the premises. The case was resolved 07/10/08.
04/09/09	The Planning Commission recommended denial of companion item ZON-29221 concurrently with this application. The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #36/ng).
Related Building Permits/Business Licenses	
12/29/06	A business license applications was submitted for an Astrologer (#A12-99881) at 1413 South Eastern Avenue. A license was not issued, and the application was marked out on 11/29/08.
01/11/07	A business license applications was submitted for a Psychic Arts business (#A24-99882) at 1413 South Eastern Avenue. A license was not issued, and the application was marked out on 02/23/09.
05/12/07	A business license application (#M18-93261) for a Land Marketing company was received. The application was denied pending approval of a Site Development Plan Review for the site; it was marked out on 06/30/08.
Pre-Application Meeting	
07/10/08	A pre-application meeting was held to discuss the application submittal requirements for a Rezoning and Site Development Plan Review.
Neighborhood Meeting	
A neighborhood meeting was neither required nor held for this application request.	
Field Check	
03/05/09	A field check was conducted by staff. The site has a vacant building with graffiti on it, and landscape areas were overgrown with weeds. Discrepancies were noted between actual site conditions and the plans submitted by the applicant.
03/11/09	An additional field check was conducted by staff to verify existing site conditions and dimensions due to discrepancies noted on submitted plans.

Details of Application Request	
Site Area	
Gross Acres	0.10 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	O (Office)	R-1 (Single Family Residential)
North	Office	O (Office)	P-R (Professional Office and Parking)

South	Office	O (Office)	P-R (Professional Office and Parking)
East	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Office	O (Office)	P-R (Professional Office and Parking)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	4,732 SF	Y
Min. Lot Width	60 Feet	60 Feet	Y
Min. Setbacks			
• Front	20	5 Feet	Y*
• Side	5	6 Feet	Y
• Corner	15	N/A	N/A
• Rear	15	45 Feet	Y
Max. Lot Coverage	50%	22%	Y
Max. Building Height	Lesser of 2 stories or 35 feet	1 Story / 12 Feet	Y
Trash Enclosure	Roofed, gated	None	Y**
Mech. Equipment	Screened	Screened (Existing)	Y***

**A portion of the original lot area was taken for the widening of Eastern Avenue, resulting in a lot with a front yard setback of approximately 5 feet. Per Title 19.08.030(G), "No action by the City in connection with the acquisition or use of right-of-way or the installation of off-site improvements shall have the effect of rendering a previously conforming lot or structure non-conforming as to lot width, lot area, or setback requirements"; therefore, the existing lot and structure are legally conforming for the front yard setback.*

***No trash enclosure is proposed as the applicant intends to continue with curbside trash pickup, as confirmed by an email received from Republic Services on 12/03/08, and included in the file.*

****A condition has been added to require screening of any proposed mechanical equipment to comply with the minimum requirements of Title 19.08.*

Residential Adjacency Standards	***Required/Allowed***	***Provided***	***Compliance***
3:1 proximity slope	One story / 15 Feet	12 feet	Y
Adjacent development matching setback	15 Feet	43 Feet	Y
Trash Enclosure	50 Feet from residential	None	Y

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area	1 Tree/ 6 Spaces	Zero Trees	Zero Trees	Y
Buffer (Min. Trees)				
North	1 Tree/30 Linear Feet	4 Trees	4 Trees	N*
South	1 Tree/30 Linear Feet	4 Trees	Zero Trees	N*
East	1 Tree/20 Linear Feet	4 Trees	3 Trees	N*
West	1 Tree/20 Linear Feet	4 Trees	Zero Trees	N*
TOTAL		16 Trees	7 Trees	N
Min. Zone Width				
North	5 Feet		One Foot	N*
South	5 Feet		Zero Feet	N*
East	8 Feet		Zero Feet	N*
West	15 Feet		One Foot	N*
Wall Height	6 to 8 Feet, when adjacent to residentially zoned property		4 Feet	N**

**The submitted site/landscape plan does not accurately reflect the dimensions of the parking surface and planter locations on-site. A condition has been added to require revised plans prior to the issuance of any permits for the site. A field check of the site indicates that Waivers of the perimeter landscape buffer standards are required to allow buffers of one-foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one-foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required. A condition has been added to require 24-inch box size trees and four, 5-gallon shrubs for each required tree in existing planter areas as follows: in the southeast corner planter, one tree and four shrubs; in the northeast planter, three trees and 12 shrubs; and in the northwest planter area, two trees and eight shrubs shall be required. An Exception has been requested to allow no trees in the west and north perimeter buffer areas where the one-foot width of the buffer is too narrow to accommodate a 24-inch box size tree.*

***The existing block wall along the east perimeter does not meet the minimum height of six feet required when adjacent to a residential property. A condition has been added to either raise or replace the existing wall to a height of at least six feet to comply with Title 19.12.075*

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	1,038 SF	1:300	3	1	4	1	Y*
TOTAL			4		5		Y*

**The proposed parking spaces and drive aisle do not meet the minimum dimensional requirements of Title 19.10. A condition has been added to require that all spaces and drive aisles meet the minimum dimensional standards of Title 19.10.*

Waivers		
Request	**Requirement**	**Staff Recommendation**
A one-foot landscape buffer along the west perimeter.	15 Feet	Denial
A zero-foot landscape buffer along the east perimeter.	8 Feet	Denial
A one-foot landscape buffer along the north perimeter.	5 Feet	Denial
A zero-foot landscape buffer along the south perimeter.	5 Feet	Denial

Exceptions		
Request	**Requirement**	**Staff Recommendation**
Zero trees in the landscape buffer along the west and north perimeters.	One 24-inch box size tree per 20 linear feet.	Denial

ANALYSIS

This is a request for a Site Development Plan Review for the conversion of an existing 1,038 square-foot residence into an office with Waivers of the perimeter landscape buffer standards to allow buffers of one-foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one-foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required on 0.10 acres at 1413 South Eastern Avenue. An Exception has been requested to allow no trees in the west and north perimeter buffer areas where the one-foot width of the buffer is too narrow to accommodate a 24-inch box size tree. An associated request for Rezoning (ZON-29221) from R-1 (Single Family Residential) to P-R (Professional Office and Parking) has also been submitted. A previous Rezoning (ZON-12130) to P-R (Professional Office and Parking) was approved for the site on 06/07/06, but a Site Development Plan Review to convert the property to a commercial

use was never completed as required by Condition of Approval number two, and the Resolution of Intent expired on 06/07/08 because it was not exercised. The extensive requests for Waivers and an Exception indicate that the site, in its current configuration, is not physically suitable for the increased intensity of the proposed use, and will not be compatible with the adjacent residential property to the east; therefore, staff is recommending denial of this request.

- **General Plan Designation and Zoning**

  The subject site has an existing General Plan designation of O (Office), which provides for small lot office conversions as a transition along primary and secondary streets from residential and commercial uses, and for large planned office areas. Permitted uses include business, professional and financial offices, as well as offices for individuals, civic, social, fraternal and other non-profit organizations.

  The subject site is currently zoned R-1 (Single Family Residential). An associated request for Rezoning (ZON-29221) to the P-R (Professional Office and Parking) district has also been submitted. The proposed P-R (Professional Office and Parking) district is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single-family structures should be retained or new development should be constructed to maintain a residential character. The P-R (Professional Office and Parking) district is consistent with the O (Office) category of the General Plan.

- **Site Plan**

  The submitted site plan depicts an existing 1,038 square-foot structure at the front of the site, with parking located at the rear. The layout of the site is correct on the site plan, but it does not accurately reflect the true dimensions of the parking area or existing planter areas, as verified by a field check of the site by staff on 03/11/09. The existing structure is located approximately 5.5 feet from the front property line, but pursuant to Title 19.08.030(G), it is considered a conforming structure for the required 20-foot front setback because a portion of the original lot was acquired for the widening of Eastern Avenue.

  Parking for the subject site is located at the rear of the building, and accessed by an existing 17-foot driveway from Eastern Avenue. The driveway and parking area of the subject site, in their existing configuration, are not adequate for vehicular circulation to and from the site, as well as within the site itself. The driveway is not wide enough to accommodate two-way traffic, which could result in a back-up of traffic on Eastern Avenue if a vehicle could not enter the site due to another vehicle trying to exit the site at the same time; therefore, a condition of approval has been added by the Department of Public Works Division of Traffic Engineering to require joint access to the subject site with a neighboring property. Such joint

access cannot effectively reduce the parking provided on either the subject site or the neighboring site below the minimum number of parking spaces required by Title 19.04. The parking field is approximately 34 feet in width from east to west, which does not meet the minimum dimensional requirements of Title 19.10 for total width and will not provide the area needed for vehicular circulation within the site. A minimum width of 42 feet is required to accommodate a 24-foot wide drive aisle for two-way traffic and an 18-foot long standard parking space, which will result in the elimination of the five-foot landscape buffer depicted along the east perimeter. Even with the elimination of the landscape buffer, there will not be adequate space within the parking field or driveway for a vehicle to turn around and exit the site if there are no open parking spaces to facilitate the maneuver. A condition has been added to require that all parking spaces and drive aisles be revised to meet these minimum requirements.

- **Landscape Plan**

The landscape plan indicates that trees will be planted along the north and east perimeters at approximately 20 feet on-center, but does not indicate the size or type of tree to be used. In addition, the expansion of the parking area to accommodate on-site circulation will result in the elimination of the landscape area along the east perimeter. A condition has been added to require a revised landscape plan showing 24-inch box size trees and four, 5-gallon shrubs for each required tree in existing planter areas as follows: in the southeast corner planter, one tree and four shrubs; in the northeast planter, three trees and 12 shrubs; and in the northwest planter area, two trees and eight shrubs. The revised plan shall also include a legend indicating the size and type of planting materials, and an irrigation plan for the site.

The applicant is requesting Waivers of the Title 19.12.040 Perimeter Landscape Buffer standards to allow buffers of one-foot along the west perimeter where 15 feet is required; zero feet along the east perimeter where eight feet is required; one-foot along the north perimeter where five feet is required; and zero feet along the south perimeter where five feet is required. The Waivers are necessary due to existing site conditions, as well as the required expansion of the parking area. The applicant is also requesting an Exception to the landscape buffer planting requirements to allow no trees in the west and north perimeter buffer areas where the existing one-foot width of the buffer is too narrow to accommodate a 24-inch box size tree. The elimination of the buffer areas, combined with the elimination of planting materials, is not consistent with Objective 2.2 of the General Plan, which is “to ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use, or non-residential land uses by mitigating adverse impacts where feasible.” The buffer areas are designed to provide mitigation for adverse visual and aural impacts on the adjacent residential properties. Staff is recommending denial of these requests.

The existing block wall along the east perimeter is approximately four feet in height, and does not meet the minimum requirement for a six-foot wall adjacent to residential properties. A condition has been added to require that the existing wall be raised or replaced to provide a wall at least six feet in height, and to comply with all provisions of Title 19.12.075.

- **Elevations**

The submitted elevations indicate that the existing single-story residential structure will be retained, and converted for use as an office building. The structure has a yellow stucco finish, with a red tile roof.

- **Floor Plan**

The floor plan indicates that the existing 1,038 square-foot structure will have four offices, a restroom and a storage closet. There are two entrances to the building, one on the north side and one on the south side.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with the adjacent residential development in that the landscape buffer areas required to mitigate the adverse visual and aural impacts of the commercial site will not be provided.

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;**

   The proposed development is not consistent with Objective 2.2 of the General Plan and does not comply with Title 19.08.050 Commercial Design standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site is accessed by an existing driveway to Eastern Avenue, designated as a 100-foot Primary Arterial by the Master Plan of Streets and Highways, and will have no impact on adjacent neighborhood traffic as there is no direct access from the site into the adjacent residential neighborhood. Site circulation is not adequate for the proposed use as there is room for only one vehicle to enter or leave the site at any one time, and no way for a vehicle to turn around on the site if there are no open parking spaces. The Department of Public Works has added a condition for joint access with the property to the south to avoid the possibility of having vehicles waiting on Eastern Avenue to enter the site; any such agreement cannot effectively reduce the number of parking spaces provided on either site below the number of spaces required per Title 19.04.010, unless a Variance for reduced parking is obtained, pursuant to Title 19.18.070.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials are appropriate for the area and for the city, and will retain the residential character of the site. Landscape materials, as conditioned, are appropriate for the area and the city.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The existing single-story residential structure will be retained, and converted for use as an office building. The structure is compatible with the development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 423 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-29281** APN: 162-01-210-039

Name of Property Owner: ANNE & KENNY WONG

Name of Applicant: ANNE WONG

Name of Representative: ROLANDO CANISCAO

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: _____

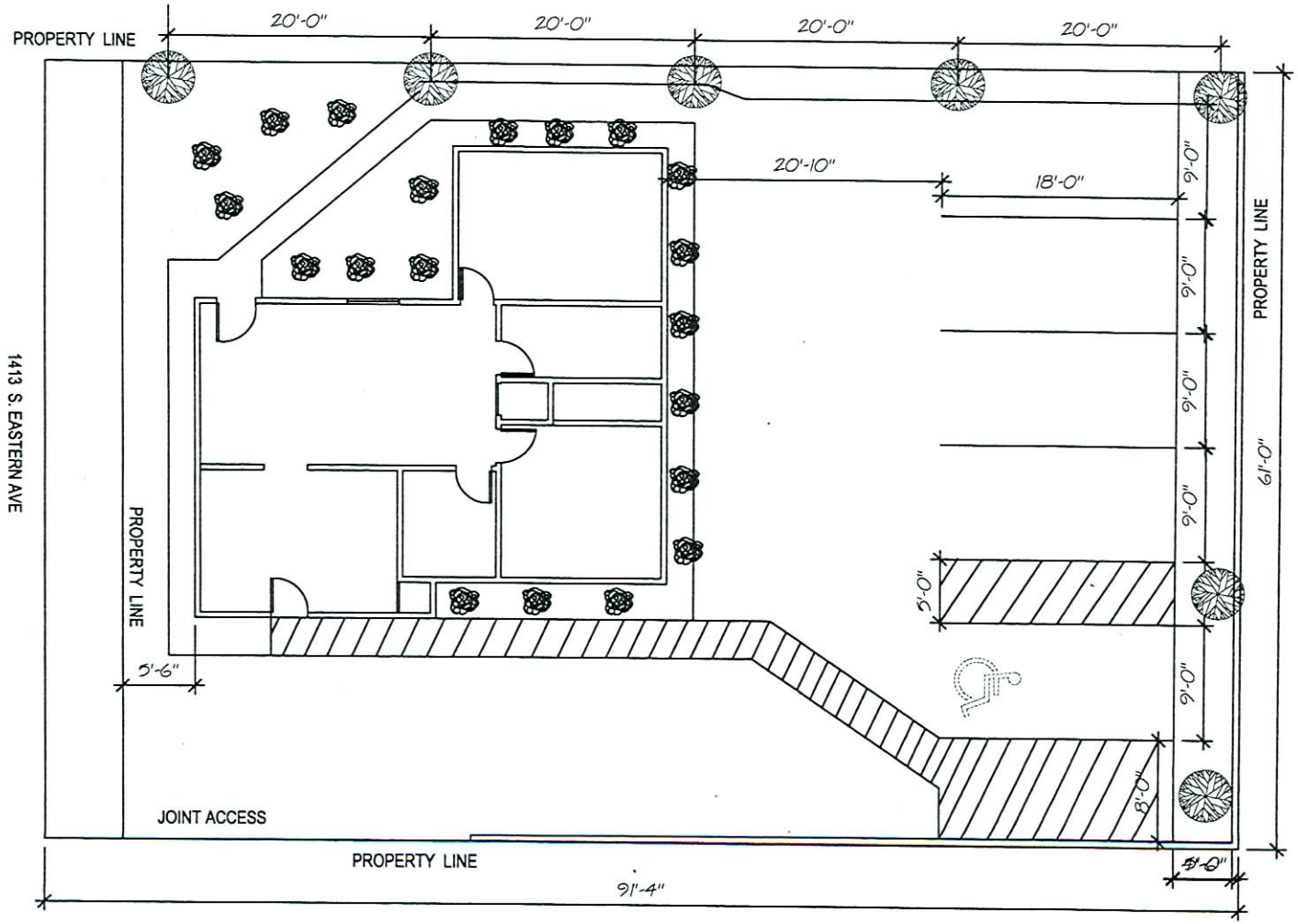
Subscribed and sworn before me

This 1st day of August, 2008

_____

Notary Public in and for said County and State

ERMEE B. CLARK
Notary Public, State of Nevada
Appointment No. 04920701
My Appt. Expires Oct. 4, 2008



LANDSCAPE PLAN

SCALE $\frac{1}{32}$"=1'0"

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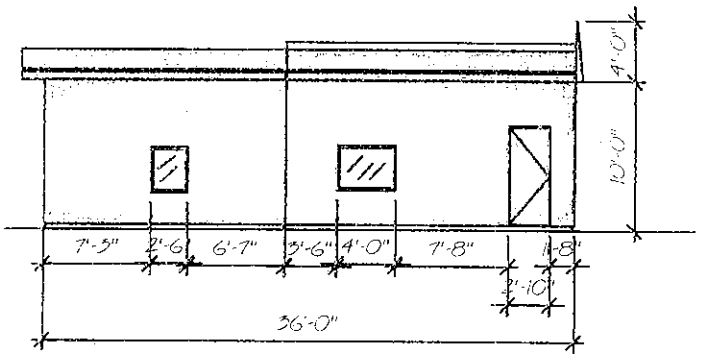
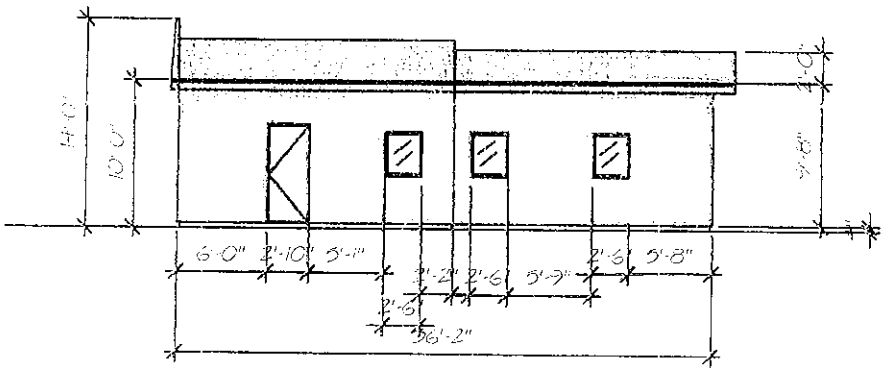
RECEIVED
MAR 17 2009

ZON-29221
SDR-29281
04/09/09 PC REVISED



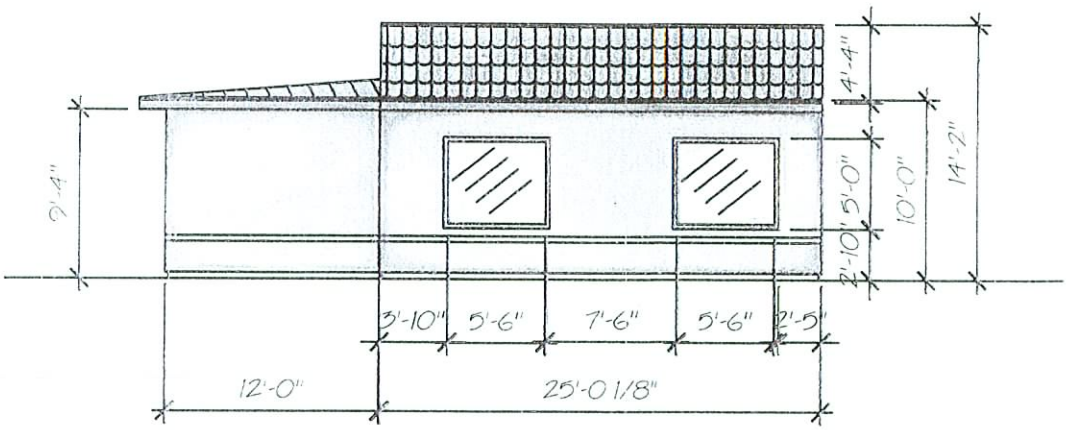
SOUTH ELEVATION PLAN



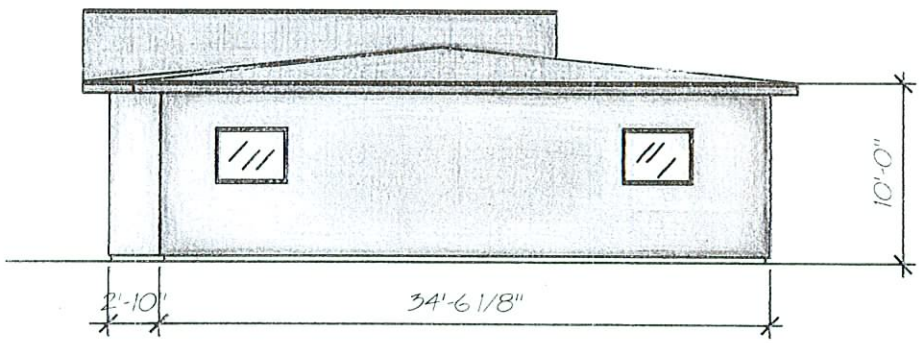
NORTH ELEVATION PLAN

ZON-29221
SDR-29281
04/09/09 PC

RECEIVED
JUL 29 2008



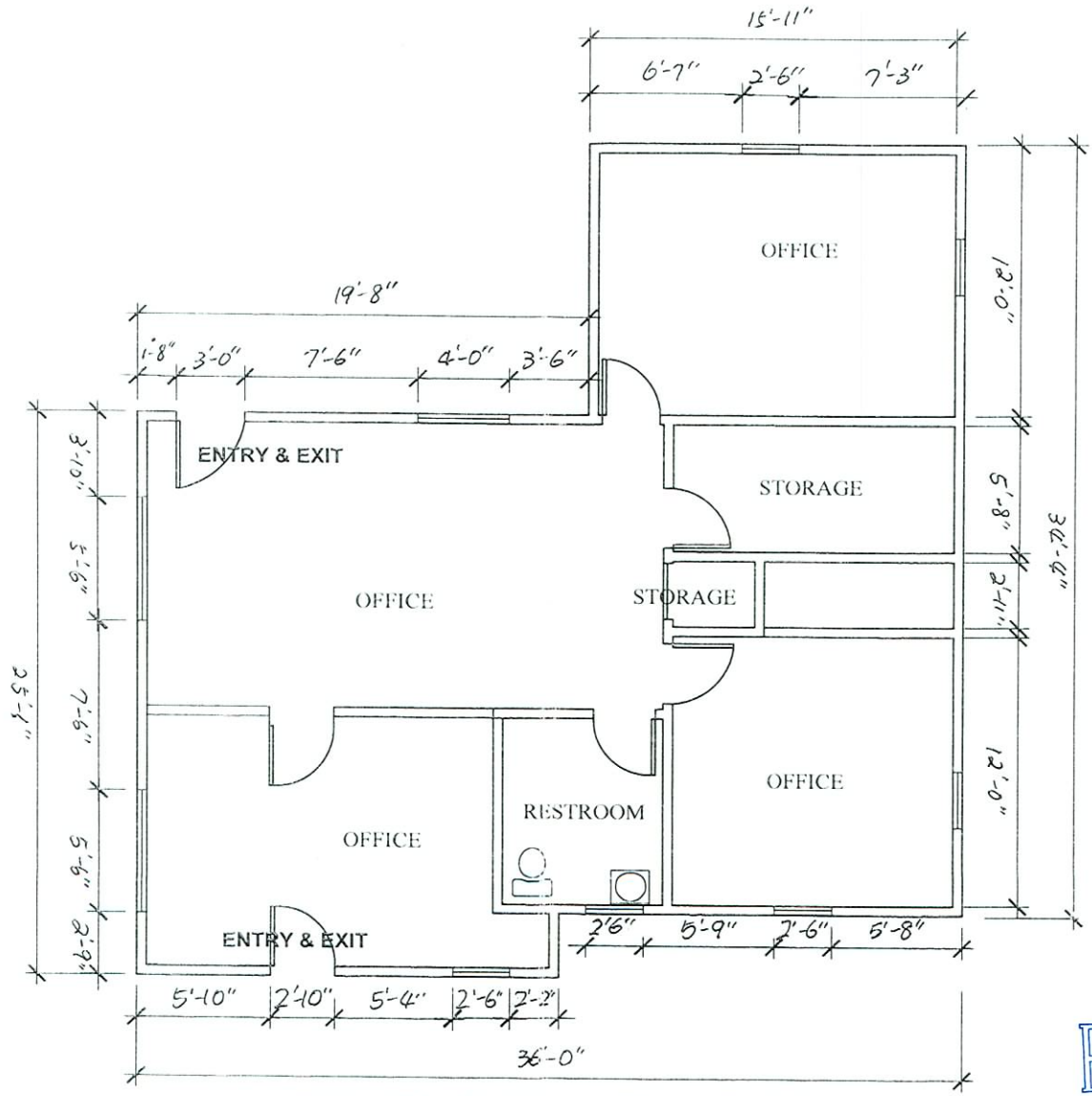
EAST ELEVATION PLAN



WEST ELEVATION PLAN

ZON-29221
SDR-29281
04/09/09 PC

RECEIVED
JUL 29 2008



FLOOR PLAN

SCALE 3/32" = 1'-0"

RECEIVED
JUL 29 2008

ZON-29221
SDR-29281
04/09/09 PC

SDR 29281

Anne & Kenny Wong

1413 S. Eastern Ave.

Proposed 1-thousand square foot office.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.0	11.01	11
AM Peak Hour			1.55	2
PM Peak Hour			1.49	1
(heaviest 60 minutes)				

Existing traffic on all nearby streets:

Eastern Ave.	
Average Daily Traffic (ADT)	45,840
PM Peak Hour	3,667
(heaviest 60 minutes)	

Oakey Blvd.	
Average Daily Traffic (ADT)	7,795
PM Peak Hour	624
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Eastern Ave.	51800
Oakey Blvd.	16900

This project will add approximately 11 trips per day on Eastern Ave. and Oakey Blvd. This will increase expected volumes by less than 1 percent on all of these streets. Currently Eastern is at about 88 percent of capacity and Oakey is at about 46 percent of capacity.

Based on Peak Hour use, this development will add roughly 2 additional cars into the area; which works out to about 1 every 30 minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-29281 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-29281 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-29281 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SDR-29281 - APPLICANT/OWNER: ANNE AND KENNY WONG
1413 SOUTH EASTERN AVENUE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

February 24,2009

RE: REZONING AND REUSE JUSTIFICATION LETTER:

We, Kenny and Anne Wong, principals, are formally requesting the rezoning of real property from R-1 to P-R. within the City of Las Vegas, State of Nevada, which real property commonly known as 1413 So. Eastern Avenue, Las Vegas, Clark County, Nevada, having Assessor's Parcel Number 162-01-210-039, and more particularly described as EASTWOOD TRACK# 1AMD, PLAT BOOK 3 LOT9 BLOCK3.

We also request a SITE DEVELOPMENT PLAN REVIEW to convert an existing single family residence to an small office use. Request a waiver to allow a 3' landscape buffer along the west perimeter where 15' is required; to allow a 5 foot landscape buffer along the north perimeter where 5' feet is required; to allow a 5 FT. buffer along east perimeter where 15' is required; to allow a zero foot landscape buffer along the south perimeter where 5' is required.

Since the area and the vicinity of the subject property are mostly has been converted to P-R, we just hope that your respective department will be lenient in approving our request. WE are fully aware of the fact that the decision is entirely up to your discretion.

We just want to have this done because we are running out of money to keep up with the mortgage. We have been paying the mortgage for over two years now and it's vacant ever since.

Please contact us if you have any question at your convenience.

Respectfully yours:

Kenny and Anne Wong

RECEIVED

FEB 25 2009

ZON-29221
SDR-29281
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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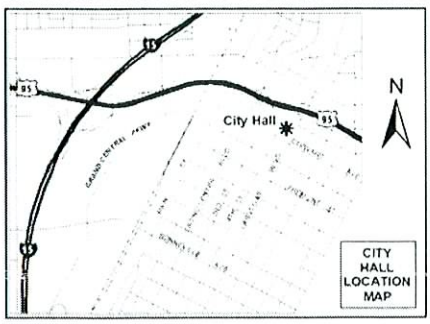
MAR 3 1 2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-29221 & SDR-29281
Planning Commission Meeting of 4/9/2009

THE BUSNESSES THAT ON EASTERN ALL DONT HAVE GOOD PARKING THEN PARK IN ST. THROW THERE CIG. BUT - COFFEE CUP TREAT RAPER IN OUR YARDS NO MORE

Case: ZON-29221
16202616018
DEVRIES KENNETH
2033 BRACKEN AVE
LAS VEGAS NV 89104-3611

BESIDE YOU LET THEM PAINT BUILDING LIKE LITTLE TIJUANA

35 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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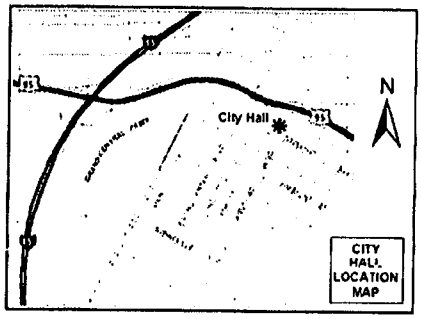

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-29221 & SDR-29281
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: ZON-29221

16202616007
MATHEWS FAMILY TRUST
1925 BRACKEN AVE
LAS VEGAS NV 89104-3609

Submitted after final agenda

Date 4/1/09 Item 36P

March 31, 2009

RECEIVED
APR 06 2009

City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101-2986

Attention: Planning & Development Department

SUBJECT: ZON-29221 & SDR-29281

I OPPOSE this request to change this residential property to a business. We already have too many so-called businesses along Eastern Avenue that have been converted from residences. Most of these businesses are dealing as tax consultants. I counted twenty-one TAX establishments between Sahara and Charleston; thats way too many for one single purpose.

Most of these businesses do not have parking for their employees, so they use the residential streets for all-day parking. Often they take lunch breaks in their vehicles ... eating, drinking, etc., and when finished they discard their waste on the street or sidewalk where the items usually wind up in our yards.

Couple times last fall we had to communicate with the business at 1501 South Eastern. They were using a public address system to verbably advertise and play loud music. We don't need this type of noise in our residential neighborhood.

Driving along Eastern there are a lot of unoccupied buildings -- signs advertising FOR LEASE or FOR SALE. See lots of scrawled graffiti every where. Are the owners responsible to clean these walls? And, if so -- who enforces this rule?

Who approves of the building paint colors? Colors remind me of the businesses along the Mexican border, i.e., green, purple, orange, blue, red. Most of the signs on these buildings are written in Spanish. Is this America where English is the spoken language or Mexico?

How would you like to have some of these businesses in your residential neighborhood?

Sincerely,

Roger D. Williams

Roger D. Williams
2028 Bracken Avenue
Las Vegas, Nevada 89104-3612

Submitted after final agenda

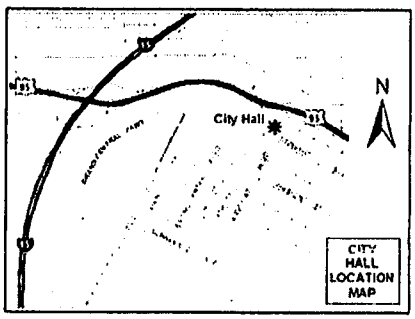
Date Item 36P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIPCODE 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.

ZON-29221 & SDR-29281
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: ZON-29221
16202616020
VEGAS VALLEY HOLDINGS L L C
1414 S EASTERN AVE
LAS VEGAS NV 89104-3903

Submitted after meeting

Date Item 36A

City of Las Vegas Agenda Item No.: **122.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

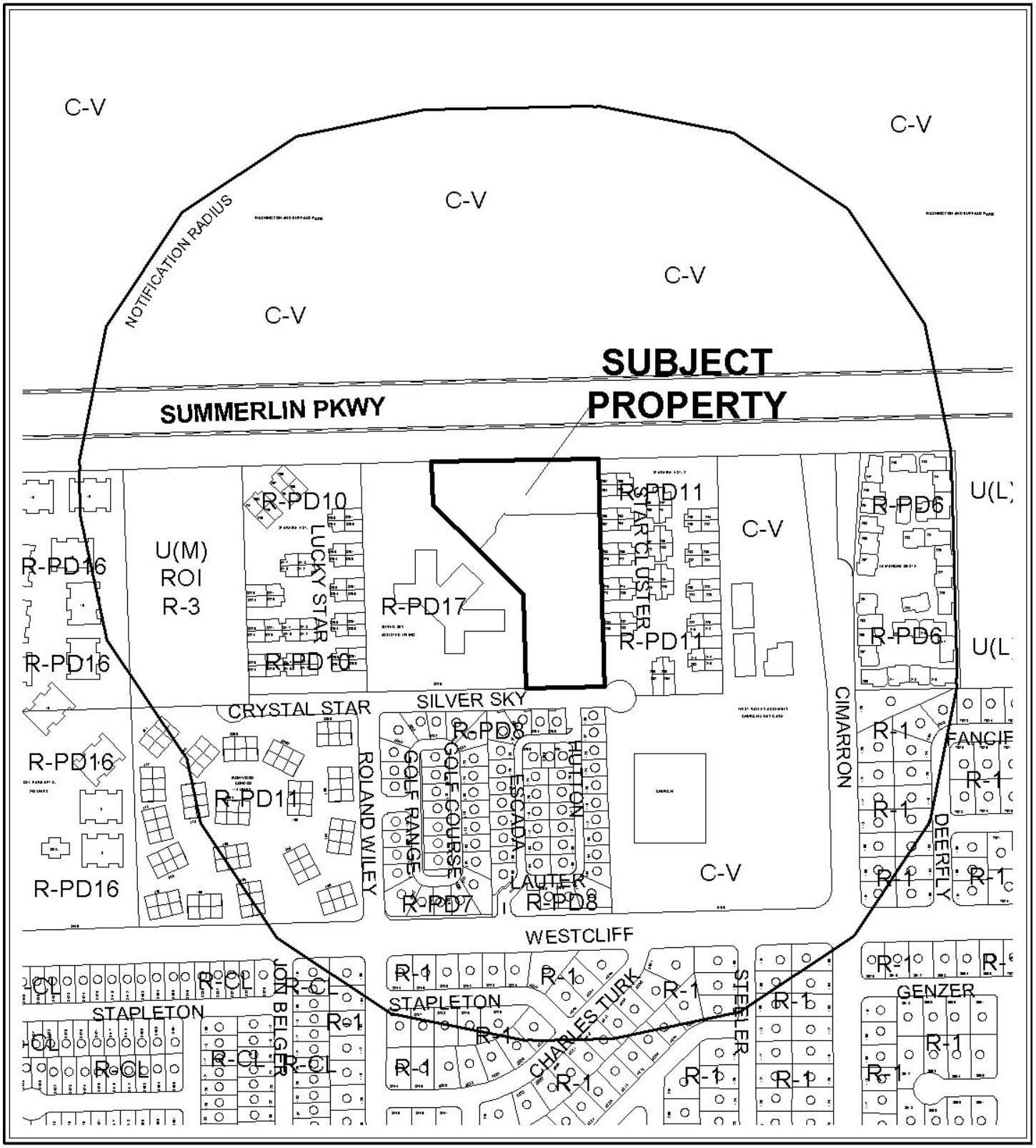
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-32514 - REZONING - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP - Request for a Rezoning FROM: U (UNDEVELOPED) [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION] TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive (APNs 138-28-401-017 and 018), Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**15**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 9


C-V
C-V
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C-V
C-V
NOTIFICATION RADIUS
SUBJECT PROPERTY
SUMMERLIN PKWY
R-PD10
R-PD11
R-PD6
U(L)
U(M) ROI R-3
R-PD16
LUCKY STAR
R-PD17
STAR CLUSTER
R-PD11
R-PD6
U(L)
R-PD16
R-PD10
CRYSTAL STAR
SILVER SKY
R-PD8
CIMARRON
R-1
FANCIE
R-PD16
GOLF RANGE
GOLF COURSE
ESCADA
HUTTON
R-1
R-PD11
R-1
DEERFLY
R-PD16
C-V
LAUTER
R-PD7
R-PD8
R-1
WESTCLIFF
R-CL
JON BELGER
R-1
R-1
STAPLETON
CHARLES TURK
STEELER
GENZER
R-1
R-CL
R-1
R-1
R-1



CASE: **ZON-32514**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-32514 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning of property from U (Undeveloped) [M (Medium Density Residential) General Plan designation] to R-3 (Medium Density Residential) on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive. There is an associated request for a Site Development Plan Review (SDR-33010) for a proposed two and three-story 120-unit Senior Citizen Apartment development with a Waiver to allow a zero-foot landscape buffer along the west perimeter where six feet is required and a Variance (VAR-33012) to allow a 79-foot setback where Residential Adjacency Standards require 136 feet. The proposed R-3 (Medium Density Residential) zone will be consistent with the existing M (Medium Density Residential) General Plan designation, as well as bring the proposed use into conformance with Title 19 and the General Plan; therefore, staff is recommending approval of the Rezoning request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/01/03	A Code Enforcement complaint (#7201) was processed for vehicle code violations at the subject property. The case was resolved 12/10/03.
09/15/04	The City Council approved a General Plan Amendment (GPA-4528) to amend a portion of the Southwest Sector Plan of the General Plan from MLA (Medium Low Attached Density Residential) to M (Medium Density Residential) on 10.00 acres adjacent to the northeast corner of Roland Wiley Road and Silver Sky Drive. The Planning Commission recommended denial of this request, whereas staff recommended approval.
12/28/04	A Code Enforcement complaint (#24798) was processed for vehicle code violations at the subject property. The case was resolved 12/30/04.
02/01/05	The Planning and Development Department administratively approved a three-lot Parcel Map (PMP-5277) on property located on the southwest corner of Summerlin Parkway and Cimarron Road. The map was recorded on 02/22/05.

03/26/09	The Planning Commission recommended approval of companion items VAR-33012 and SDR-33010 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #9/dc).
Related Building Permits/Business Licenses	
There are no related building permits associated with this property.	
Pre-Application Meeting	
11/25/08	A pre-application meeting was held with the applicant where the requirements for a Rezoning, Site Development Plan Review and Variance submittal were discussed.
Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:00 pm at the Silver Sky Assisted Living Residence located at 8220 Silver Sky Drive, Las Vegas, Nevada 89145. Four members of the general public, three representatives of the development team and one member of the Planning and Development staff were present. Questions were raised concerning the height of the building, site drainage, parking, noise, traffic and landscape. The four members of the public were generally in support of the proposed development.

Field Check	
01/21/09	A field check was performed by staff at the subject property. The site was noted as undeveloped and ungraded, sloping down from west to east, with some weeds and debris. Several earth mounds were noted at the north end of the site, and offsite improvements consisting of a fully improved right-of-way and sidewalk were noted along Silver Sky Drive.

Details of Application Request	
Site Area	
Gross Acres	4.71

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	M (Medium Density Residential)	U (Undeveloped) [M (Medium Density Residential) General Plan designation]

North	Summerlin Parkway	R.O.W. (Right-of-Way)	R.O.W. (Right-of-Way)
South	Single-Family Residences	MLA (Medium Low Attached Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
East	Condominiums	MLA (Medium Low Attached Density Residential)	R-PD11 (Residential Planned Development – 11 Units per Acre)
West	Senior Citizen Apartments	M (Medium Density Residential)	R-PD17 (Residential Planned Development – 17 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site has a current General Plan designation of M (Medium Density Residential). The Medium Density Residential category includes a variety of multi-family units such as plexes, townhouses, and low-density apartments. This category allow up to 25.49 units per acre.

This is a request to Rezone the site from U (Undeveloped) [M (Medium Density Residential) General Plan designation] to R-3 (Medium Density Residential). The purpose of the proposed R-3 (Medium Density Residential) zoning district is to provide for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Medium Density Residential) district is consistent with the policies of the Medium Density Residential category of the General Plan, and the proposed Senior Citizen Apartment development is a permissible use within the R-3 (Medium Density Residential) zoning district; therefore, staff is recommending approval of the Rezoning request.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed R-3 (Medium Density Residential) is consistent with the existing M (Medium Density Residential) General Plan designation.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

   This Rezoning, if approved, would permit multi-family residential uses that are compatible with the existing General Plan designation and the surrounding multi-family residential developments.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   The proposed R-3 (Medium Density Residential) zoning district is appropriate for the proposed Senior Citizen Apartment Development, and will be consistent with the existing M (Medium Density Residential) General Plan designation.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   The site is accessed via one existing and one proposed driveway onto Silver Sky Drive which in turn accesses Roland Wiley Road, both designated as 60-foot wide Local Streets by the Master Plan of Streets and Highways. Roland Wiley Road provides direct access to Westcliff Drive, a 100-foot Primary arterial as designated by the Master Plan of Streets and Highways. All three roadways will provide adequate access to the site and will not negatively impact adjacent roadways or neighborhood traffic.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 34

SENATE DISTRICT 8

NOTICES MAILED 386 by City Clerk

APPROVALS 2

PROTESTS 14

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-32514** APN: 138-28-401-017 & 018

Name of Property Owner: Silver Sky Two LP

Name of Applicant: Nevada H.A.N.D. Inc.

Name of Representative: L.R. Nelson Consulting Engineers, Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Michael Mullin

Subscribed and sworn before me

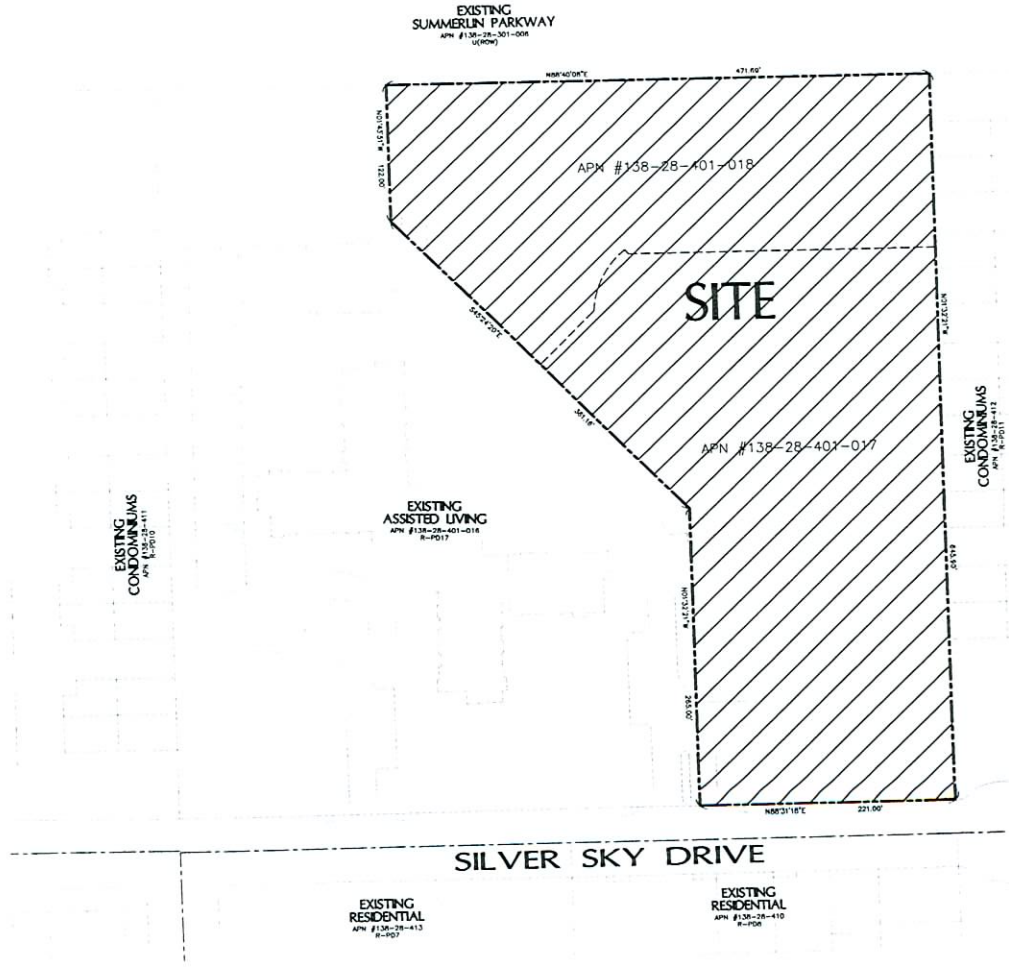
This 8th day of December, 20 08

_____

Notary Public in and for said County and State

ACLYN S. HAAS
Notary Public State of Nevada
No. 03-84818-1
My appt. exp. Oct. 17, 2011

WESTCLIFF PINES
FOR
NEVADA H.A.N.D. INC.



LEGAL DESCRIPTION

BEING A PORTION OF THE NORTHWEST QUARTER (NW¼) OF THE EAST HALF (E½) OF THE SOUTH HALF (S½) OF THE SOUTHWEST QUARTER (SW¼) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA



VICINITY MAP

SEC. 28, T. 20 S., R. 60 E. N.T.S.



TABULATION:

ASSESSOR'S PARCEL NUMBER	138-28-401-017 & 018
CURRENT ZONING	M
PROPOSED ZONING	R-3
ACREAGE	4.71 AC.±

OWNER

SILVER SKYTWO LP
295 E. WARM SPRINGS #101
LAS VEGAS, NV 89119
(702) 739-3345

DEVELOPER

NEVADA H.A.N.D. INC.
295 E. WARM SPRINGS #101
LAS VEGAS, NV 89119
(702) 739-3345

DESIGNED BY: VCB	DRAWN BY: VCB	CHKD BY:
JOB NUMBER: 818-018-061	DATE: 11-26-08	
NO.	REVISION	DATE APPR.

L. R. NELSON CONSULTING ENGINEERS, INC.
6765 West Russell Road, Suite 200
Las Vegas, Nevada 89118
(702) 798-7978
(702) 451-2295 FAX

BOUNDARY EXHIBIT FOR ZONING PURPOSES FOR
WESTCLIFF PINES
FOR
NEVADA H.A.N.D. INC.
CITY OF LAS VEGAS NEVADA

SHEET NUMBER
1
OF 1 SHEETS
818-018-061

H:\Land Projects\818018\dwg\Planning\Site Plan\818018 - sp.dwg, 12/8/2008 5:13:02 PM, Mark Bangan

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DEC 09 2008
ZON-32514
01/22/09 PC



ZON-32514 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



ZON-32514 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



ZON-32514 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



ZON-32514 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



ZON-32514 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09

LARRY R. NELSON, P.E.
President

Project#: 818-018-081

November 21, 2008

- STRUCTURAL
- CIVIL
- SURVEY
- PLANNING

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Reference: Westcliff Pines – Zone Change Justification Letter
APN: 138-28-401-017 & 018

Dear Staff:

On behalf of our client, Nevada H.A.N.D. Inc., we are submitting this letter to request a Zone Change for the above referenced project from U (Undeveloped District) to an R-3 (Medium Density Residential and Apartment District) zoning designation.

We are asking for this request to develop 4.71 acres of property located on the Northeast corner of Silver Sky Drive and Roland Wiley Drive as a Senior Apartment Development. This application is for zoning only and would be required to submit a Site Development Plan Review for the actual development of the property.

We feel this zoning request is compatible with the surrounding area and is in conformance with the masterplan designation for these parcels. These parcels are currently Masterplanned as M (Medium) which allows up to 25.49 dwelling units per acre. Therefore we would respectfully request approval of this re-zoning application.

If you have any further questions, or should require any additional information, please feel free to contact me at 798-7978.

Sincerely,
L. R. NELSON CONSULTING ENGINEERS, INC.

Mark Bangan
Planning Manager

NEVADA

L. R. NELSON CONSULTING ENGINEERS, INC.
6765 West Russell Road, Suite 200
Las Vegas, NV 89118-1811

Phone 702 / 798-7978
FAX 702 / 451-2296
Email lrnelson@lrneng.com

UTAH

L. R. NELSON CONSULTING ENGINEERS, L.L.C.
51 West 9000 South
Sandy, UT 84070-2008

Phone 801 / 565-8580
FAX 801 / 565-9340
Email lrnengineers@lrnslc.com

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DEC - 9 2008

ZON-32514
01/22/09 PC

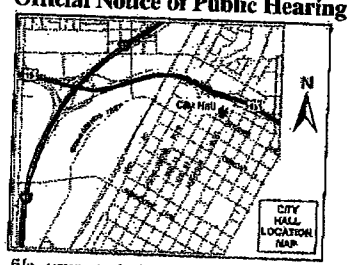
PAGE 01/01
RUFO CORONA
04/28/2009 10:39 7027361354

CITY CLERK

2009 APR 28 A 11:50

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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.

ZON-32514 & VAR-33012
City Council Meeting of 5/6/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004239854
$ 00.39⁴
APR 24 2009
MAILED FROM ZIP CODE 89101

CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178-8901

APN#13828411039

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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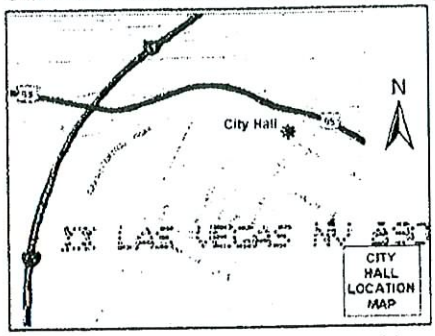
Return Service Requested
Official Notice of Public Hearing



M LAS VEGAS NV 890 02-14-09

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-32514 & VAR-33012

Planning Commission Meeting of 2/26/2009

Case: VAR-33012
13828413021
ARCHAMBAULT JAMES M & LINDA L
8240 GOLF PLAYER AVE
LAS VEGAS NV 89145-3964

LAVOS11 89145

23P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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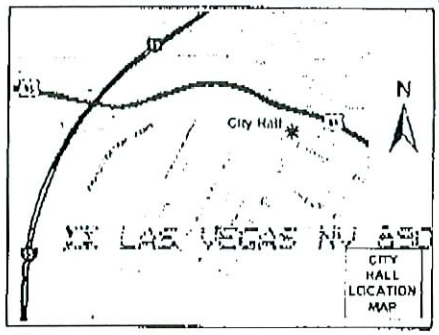

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-32514 & VAR-33012

Planning Commission Meeting of 2/26/2009

Case: ZON-32514
13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

LAVOP11 89145

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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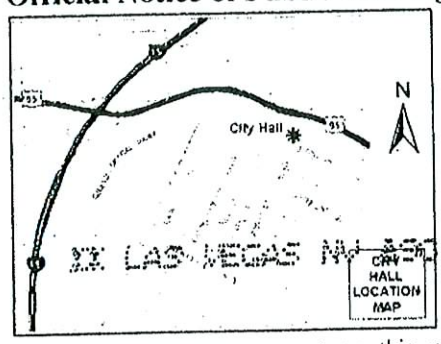

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☑ I OPPOSE this Request

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ZON-32514 & VAR-33012
Planning Commission Meeting of 2/26/2009

Case: ZON-32514
13828412046
PETERSON WILLIAM L & DONNA M
204 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

89145C3948 C053

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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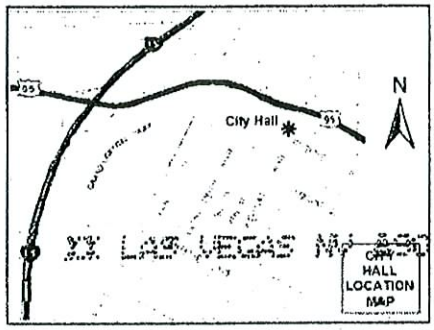

23 LAS VEGAS NV 850 02-14-09

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ZON-32514 & VAR-33012

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Case: ZON-32514
13833114028
SMITH WILLIAM F & MARGARET E
100 S CIMARRON RD
LAS VEGAS NV 89145-4702

23P

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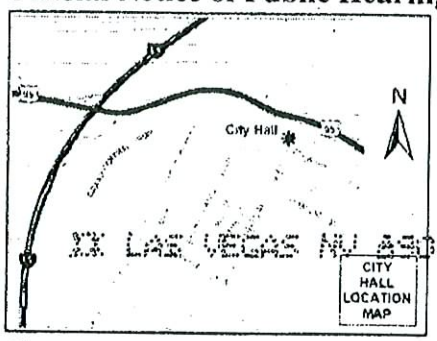

LAS VEGAS NV 890 02-14-09

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ZON-32514 & VAR-33012

Planning Commission Meeting of 2/26/2009

Silversky is the only access road to Star Cluster Circle. This will bring too much excess traffic into the area. Also the construction of the first building was a hindrance getting into and out of Star Cluster Circle. The developers have no consideration. Plus the street was constantly dirty from the construction.

Case: ZON-32514

13828412004
SPENCER SANDRA L
214 STAR CLUSTER CIR
LAS VEGAS NV 89145-8948

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LAVDP11 89145

23P

9P

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ZON-32514 & VAR-33012
Planning Commission Meeting of 3/26/2009

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138288100 14
BRINK CLIFFORD R & ROCHELLE P
215 N CIMARRON RD
LAS VEGAS NV 89145-3917

Case: ZON-32514

03/14/2009 20:27 7027361354 RUFO CORONA PAGE 02/02

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731 S. Fourth Street
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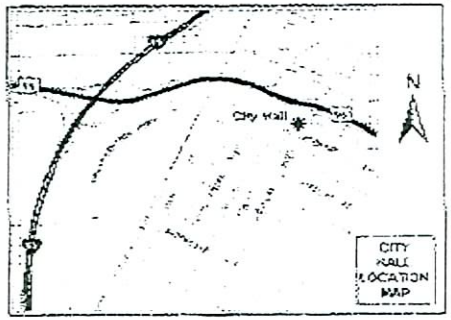

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828411039
CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178-8901

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db

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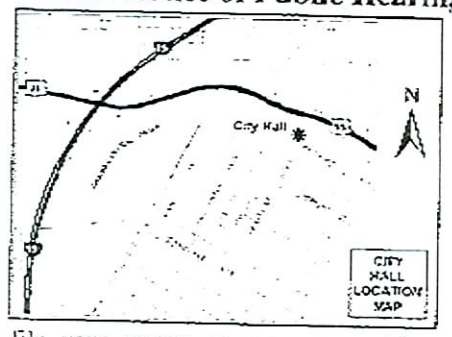

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828411024
FRANK JAMES D & EVELYNE E
257 LUCKY STAR ST
LAS VEGAS NV 89145-3927

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Planning & Development Department
Development Services Center
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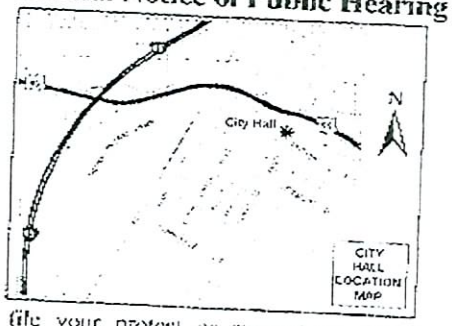

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

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13828415053 Case: ZON-32514
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

AAVDP11 89145

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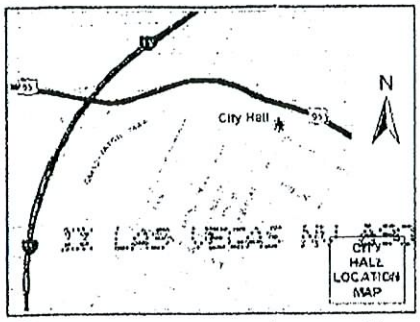

12 LAS VEGAS NV 890 02-14-09

See attached Letter

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ZON-32514 & VAR-33012
Planning Commission Meeting of 2/26/2009

FEB 23 2009

Case: VAR-33012
13828412039
KERR JACK E LIVING TRUST
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

183

48734$1501 C003

23P

LAW OFFICE OF
JACK E. KERR
409 SOUTH FAYETTE STREET
SAGINAW, MICHIGAN 48602
AREA CODE 989 793-7752

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FEB 23 2009

2/19/09

Re: Zon 32514
Var: 33012

Protest

The proposal to rezone the subject property to allow the construction of 120 housing units will simply allow substandard housing in limited space. If allowed there should be provision for drainage of water from the subject property that will not affect any of the adjoining premises.

A variance from the strict enforcement of the zoning ordinance should not be granted. A variance from the strict requirements of the zoning code or ordinance is a modification of the literal provisions of the ordinance when strict enforcement could cause undue hardship owing to circumstances unique to the individual property

Submitted after final agenda

Date 2/23/04 Item 23424

283

granted. Hardships [illegible] solely on economic considerations are not grounds for a variance. There is nothing unique about the subject real estate upon which a variance from the lot line set backs requirements should be waived. Set backs from lot lines should be enforced so as not to affect the adjoining property.

If the relief requested is granted, safeguards should be invoked that will prohibit any water drainage to adjoining property.

City of Las Vegas
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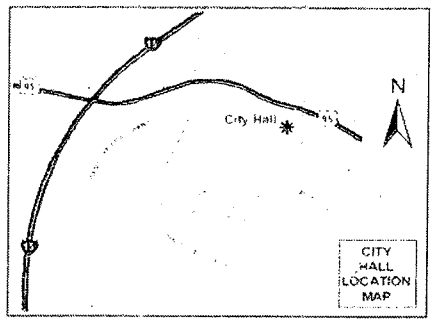

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

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Case: ZON-32514

13828412033
YOUNG FAMILY REVOCABLE LIV TR
608 BEAR GRASS ST
LAS VEGAS NV 89144-4492

AAVDS11 89144

3-26-09 Item 9

after final agenda

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Planning & Development Department
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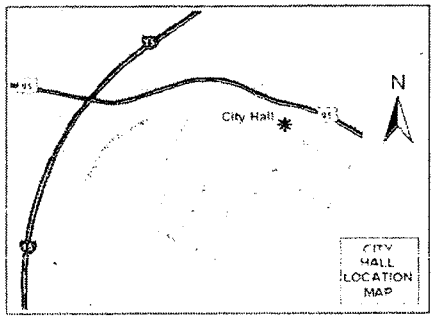

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ZON-32514 & VAR-33012
Planning Commission Meeting of 3/26/2009

Case: ZON-32514
13828415041
SWINGLE JOHN L & BONNIE J
6755 MIRA MESA BLVD
PMB 123-421
SAN DIEGO CA 92121-4392

AAVDF11 92121

9p

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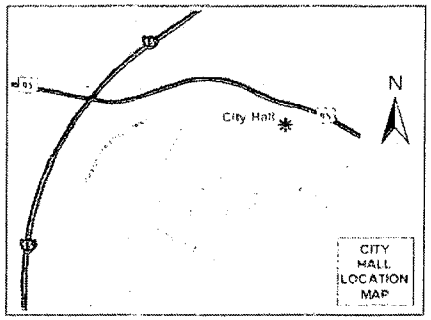

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

AAVDF11 89145

9P

City of Las Vegas
Planning & Development Department
Development Services Center
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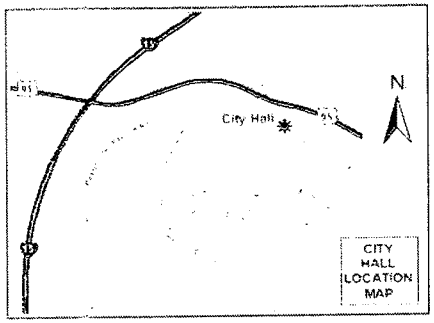

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Traffic increase!

Case: ZON-32514
13833114028
SMITH WILLIAM F & MARGARET E
100 S CIMARRON RD
LAS VEGAS NV 89145-4702

AAUDF11 89145

9b

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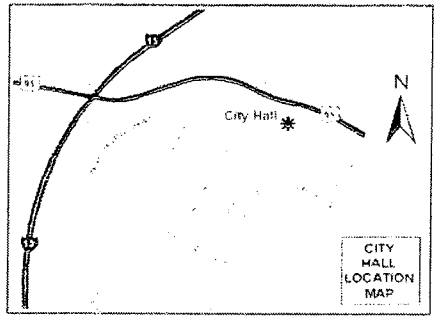

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828412046
PETERSON WILLIAM L & DONNA M
204 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

AAVDP11 89145

9P

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

23 March 2009

TO: Las Vegas Planning Commissioners

Support

FROM : Charleston Neighborhood Preservation

RE the following Agenda items of the 3/26/09 meeting:

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas boundaries, therefore imposing a direct impact upon all wards.

#9. ZON-32514; #10. VAR -33012, and #11. SDR-33010:

We request your Approval for these 2 additional buildings provided fire and other safety codes are fully compliant with requirements for the fully occupied number of rooms plus the height of 3 stories which is highly dense occupation.

#14. SUP-32748:

We request your DISapproval of this application to change the legal 9 PM closing hour for massage establishments.

We request your DISapproval of this application to change the legal 400 ft. separation distance from a residential use.

#15. SUP-33189 and SDR-33191:

We request your Approval of the 'supper club' and 'on-site alterations'.

#21. SUP-33388:

We request your Approval of this proposed 'second hand dealer'.

#22. VAC-30172:

We request your DISapproval of this inappropriate request because the length of the 'portion' is not identified and vacation will impede traffic.

#23. SDR-33422:

Please vote Approval for this 'Major Ammendment'.

June Ingram
CNP President
and Board

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MAR 23 2009

9A

BOARD & ADVISORY MEMBERS

Dennis Ardine-Vicki Arnold-Dick Bratton-Juanita Clark- Miriam Een-Danielle Hanslip- Rose Honrath- June Ingram-Rick Johnson-Gene&Pearl Lonardo- Joan Lynch- Dorothy Orr- Pamela Stancliffe- Marcus Gobel- Layne Rushforth- Jeanine Sweany-Jean Withers-Others

MAR-23-2009 14:34 FROM: TO:3857268 P.1/1

City of Las Vegas
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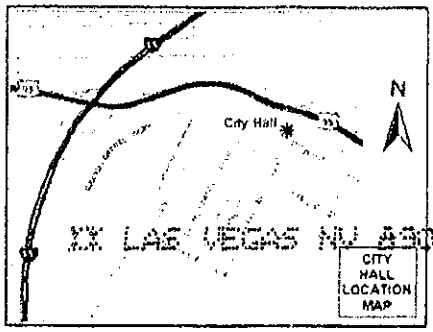

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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ZON-32514 & VAR-33012
Planning Commission Meeting of 2/26/2009

Case: ZON-32514
13828410020
DAVIS FAMILY TRUST
BOX 50 P M B 140
LAKE ARROWHEAD CA 92352-0000

23A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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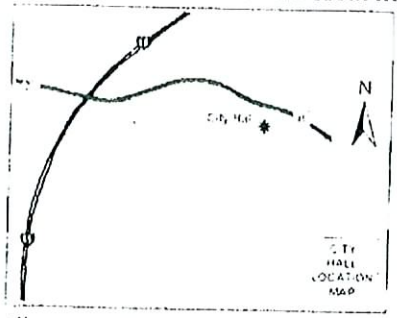

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ZON-32514 & VAR-33012
Planning Commission Meeting of 3/26/2009

13828412045 Case: ZON-32514
ESTERLINE CAROL
7104 CORNFLOWER DR
LAS VEGAS NV 89128-3438

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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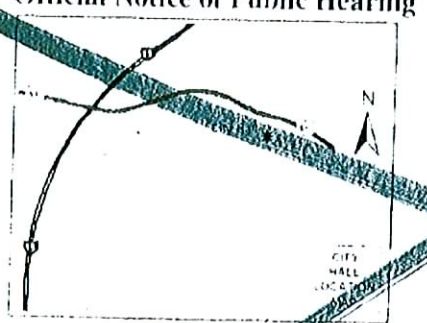
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-33010
Planning Commission Meeting of 3/26/2009

13828412045 Case: SDR-33010
ESTERLINE CAROL
7104 CORNFLOWER DR
LAS VEGAS NV 89128-3438

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9A

City of Las Vegas Agenda Item No.: **123.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

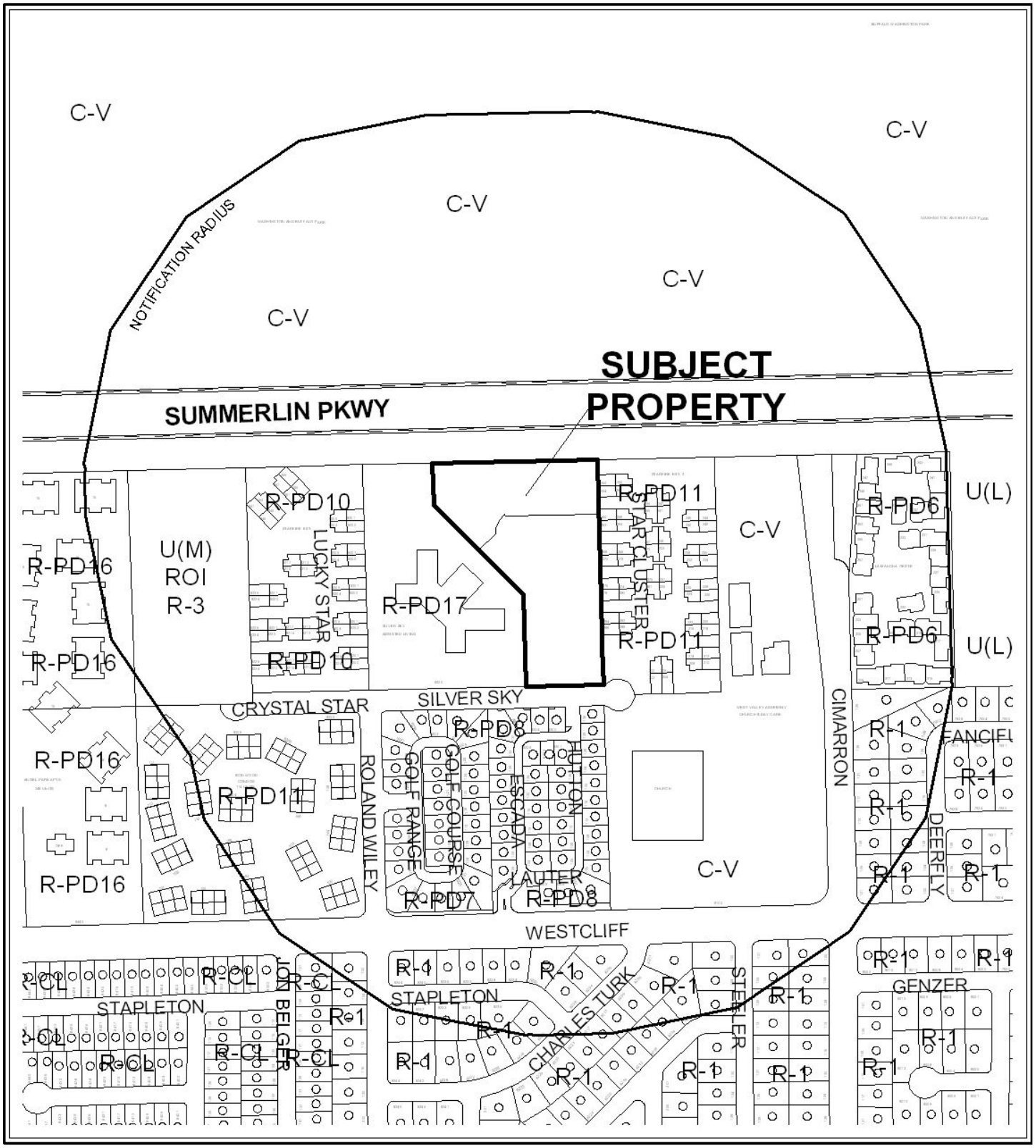
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-33012 - VARIANCE RELATED TO ZON-32514 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP - Request for a Variance TO ALLOW A 79-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 99 FEET on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive (APNs 138-28-401-017 and 018), U (Undeveloped) Zone [M (Medium Density Residential) General Plan Designation] [PROPOSED: R-3 (Medium Density Residential)], Ward 2 (Wolfson) NOTE: THIS APPLICATION IS BEING AMENDED TO ALLOW A 79-FOOT SETBACK WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 136 FEET. The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**15**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 10



CASE: **VAR-33012**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N



CASE: VAR-33012

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-33012 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-33010) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a 79-foot setback where Residential Adjacency Standards require 136 feet on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive. There is an associated request for a Rezoning (ZON-32514) from U (Undeveloped) [M (Medium Density Residential) General Plan designation] to R-3 (Medium Density Residential) and a Site Development Plan Review (SDR-33010) for a proposed two and three-story 120-unit Senior Citizen Apartment development with a Waiver to allow a zero-foot landscape buffer along the west perimeter where six feet is required. The proposed Senior Citizen Apartment development is consistent with Objective 2.2 and Policy 2.2.2 of the Las Vegas 2020 Master Plan and will provide a landscape buffer between the proposed development and the affected two-story Condominium property to the east which is more than twice that required by Title 19; therefore staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/01/03	A Code Enforcement complaint (#7201) was processed for vehicle code violations at the subject property. The case was resolved 12/10/03.
09/15/04	The City Council approved a General Plan Amendment (GPA-4528) to amend a portion of the Southwest Sector Plan of the General Plan from MLA (Medium Low Attached Density Residential) to M (Medium Density Residential) on 10.00 acres adjacent to the northeast corner of Roland Wiley Road and Silver Sky Drive. The Planning Commission recommended denial of this request, whereas staff recommended approval.
12/28/04	A Code Enforcement complaint (#24798) was processed for vehicle code violations at the subject property. The case was resolved 12/30/04.
02/01/05	The Planning and Development Department administratively approved a three-lot Parcel Map (PMP-5277) on property located on the southwest corner of Summerlin Parkway and Cimarron Road. The map was recorded on 02/22/05.

03/26/09	The Planning Commission recommended approval of companion items ZON-32514 and SDR-33010 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #10/dc).
Related Building Permits/Business Licenses	
There are no related building permits associated with this property.	
Pre-Application Meeting	
11/25/08	A pre-application meeting was held with the applicant where the requirements for a Rezoning, Site Development Plan Review and Variance submittal were discussed.

Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:00 pm at the Silver Sky Assisted Living Residence located at 8220 Silver Sky Drive, Las Vegas, Nevada 89145. Four members of the general public, three representatives of the development team and one member of the Planning and Development staff were present. Questions were raised concerning the height of the building, site drainage, parking, noise, traffic and landscape. The four members of the public were generally in support of the proposed development.

Field Check	
01/21/09	A field check was performed by staff at the subject property. The site was noted as undeveloped and ungraded, sloping down from west to east, with some weeds and debris. Several earth mounds were noted at the north end of the site, and offsite improvements consisting of a fully improved right-of-way and sidewalk were noted along Silver Sky Drive.

Details of Application Request	
Site Area	
Gross Acres	4.71

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	M (Medium Density Residential)	U (Undeveloped) [M (Medium Density Residential) General Plan designation]
North	Summerlin Parkway	R.O.W. (Right-of-Way)	R.O.W. (Right-of-Way)

South	Single-Family Residences	MLA (Medium Low Attached Density Residential)	R-PD8 (Residential Planned Development – 8 Units Per Acre)
East	Condominiums	MLA (Medium Low Attached Density Residential)	R-PD11 (Residential Planned Development – 11 Units Per Acre)
West	Senior Citizen Apartments	M (Medium Density Residential)	R-PD17 (Residential Planned Development – 17 Units Per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	6,500 SF	206,154 SF	Y
Min. Lot Width	N/A	222 Feet	N/A
Min. Setbacks			
• Front	20 Feet	78 Feet	Y
• Side (West)	5 Feet	5 Feet	Y
• Side (East)	5 Feet	79 Feet	N*
• Rear	20 Feet	79 Feet	Y
Min. Distance Between Buildings	10 Feet	41 Feet	Y
Max. Building Height	3 Stories or 40 Feet, whichever is less	3 Stories/33 Feet	Y**
Trash Enclosure	Screened, Enclosed	Screened, Enclosed	Y
Mech. Equipment	Screened	Screened	Y

* The property to the east of the proposed development meets the Title 19.08.060 requirements for a "protected property" in the Residential Adjacency Standards. For any building proposed on the subject property greater than 15 feet in height, a 3:1 proximity slope must be met. The proposed building is 33 feet in height, thus requiring a 99-foot setback; however, due to the grade change of the subject property in relation to the protected property, this distance has been revised to a 136-foot setback. The applicant has submitted this Variance (VAR-33012) to allow a 79-foot setback where Residential Adjacency Standards require 136 feet.

** The main roof height of the three story building located on site is 33 feet. Staff notes that this building contains three tower elements, 12 feet by 12 feet in width, measuring 43 feet in height, which are setback a sufficient distance which do not impact the Residential Adjacency Variance request.

Pursuant to Title 19.08.060, the following residential adjacency standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	136 Feet	79 Feet	N*
Adjacent development matching setback	15 Feet	79 Feet	Y
Trash Enclosure	50 Feet	50 Feet	Y

* The applicant has submitted this Variance (VAR-33012) to allow a 79-foot setback where Residential Adjacency Standards require 136 feet. The proposed building is 33 feet in height, thus requiring a 99-foot setback; however, due to the grade change of the subject property in relation to the protected property, this distance has been revised to a 136-foot setback.

ANALYSIS

The applicant is requesting a Variance to allow a 79-foot setback where Residential Adjacency standards require 136 feet on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive. The subject Variance represents a 42% deviation from the setback distance required by Residential Adjacency standards. The affected property is an existing two-story condominium development to the east of the subject site. The applicant is proposing a two-building, two and three-story Senior Citizen Apartment development on the subject site. The proposed three-story building will measure 33 feet in height, will be located at the northern end of the subject property, and will be setback approximately 79 feet from the property line of the affected condominium development. This building will have three tower elements, measuring 12 feet by 12 feet in width and 43 feet in height; however, these tower elements will be setback a sufficient distance which will not impact this Variance request for Residential Adjacency. While the proposed building is 33 feet in height requiring a 99-foot setback, due to the grade change of the subject property in relation to the protected property, this distance has been revised to a 136-foot setback.

The proposed development furthers the General Plan and is consistent with Objective 2.2 and Policy 2.2.2. Objective 2.2 has been established to ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use or non-residential land uses by mitigating adverse impacts where feasible. Policy 2.2.2 states that senior citizens' and assisted living housing be encouraged to develop, both to meet the needs of community residents who wish to age in place in their neighborhoods, and as a means of increasing residential densities in these areas.

Additionally, the applicant has provided a 15-foot wide landscape buffer with 24-inch box Mondel Pine trees 20 feet on-center adjacent to the existing condominium development where the development standards of Title 19.12 require a six-foot wide landscape buffer. Staff finds that the proposed Senior Citizen Apartment development will not negatively impact the adjacent existing condominium development, works to further the goals of the General Plan and provides adequate buffering between the proposed and affected property; therefore approval of this request is recommended.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

The applicant demonstrated that the proposed development will further the goals and policies of the General Plan and will not negatively impact the adjacent properties. The relief granted will not create any substantial detriment to the public good, substantial impairment of affected natural resources or substantially impair the intent and purpose of any ordinance or resolution. Therefore, staff recommends approval of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 34

SENATE DISTRICT 8

NOTICES MAILED 386 by City Clerk

APPROVALS 2

PROTESTS 13

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-33012** APN: 138-28-401-017 & 018

Name of Property Owner: Silver Sky Two LP

Name of Applicant: Nevada H.A.N.D., Inc.

Name of Representative: Nevada H.A.N.D., Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Michael Mullin

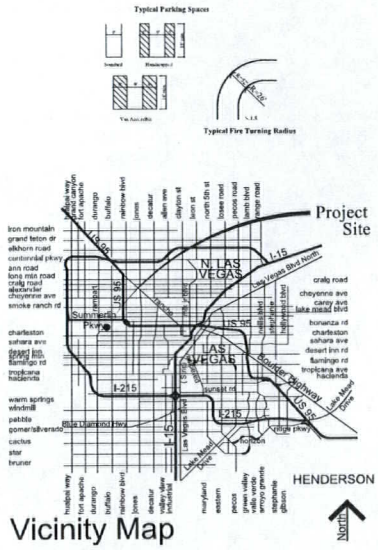
Subscribed and sworn before me

This 13th day of January, 2009

_____

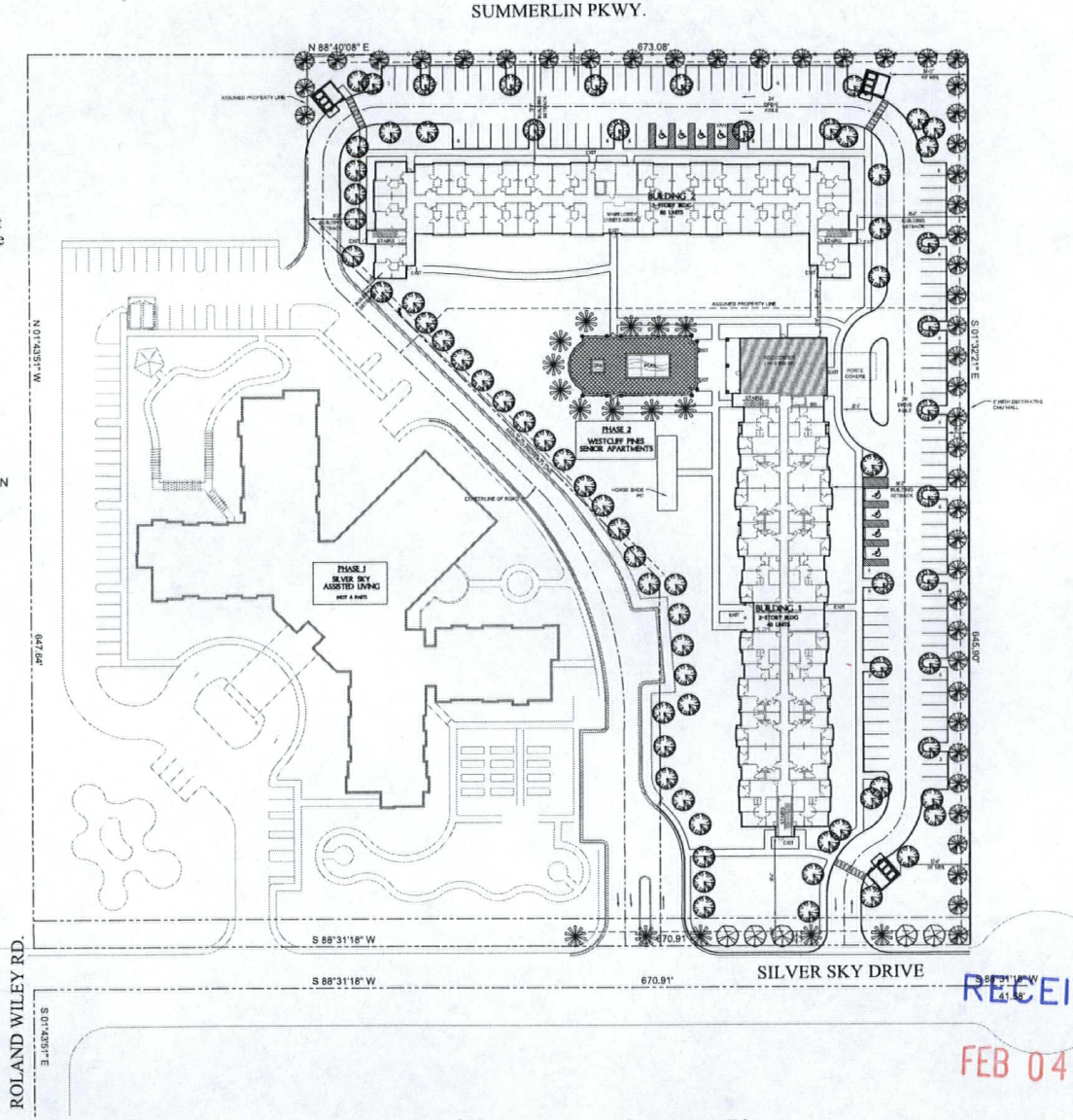
Notary Public in and for said County and State

[illegible] N. HAAS
Notary Public State of Nevada
No. 03-84818-1
My appt. exp. Oct. 17, 2011



TREE / PLANT SCHEDULE

	SYM	SIZE	SPACING	NAME
TREES		24" Box	Varies	FAN-TEX ASH
		24" Box	20' o.c.	MONDEL PINE
		24" Box	N/A	DATE PALM MEXICAN FAN PALM
		24" Box	Varies	CHILEAN MESQUITE
SHRUBS		5 gal	Varies	DESERT BROOM
		5 gal	Varies	SILVERY CASSIA GREEN TEXAS RANGER PINCK LADY INDIAN HAWTHORN SIERRA LINDA SAGE
GROUND COVER		¾"	Varies	MOJAVE GOLD ROCK MULCH
		1 gal	Varies	CREEPING ACACIA



SITE INFORMATION

LOCATION North of Silver Sky and East of Roland Wiley

PARCEL APN #138-28-401-014

CURRENT ZONING U (M) - Undeveloped

PROPOSED ZONING R-3 - Medium Density Residential

PARCEL AREA (Approx. to be verified)

Phase One:	± 5.25 Acres
Phase Two:	± 4.71 Acres
Total Area:	± 9.96 Acres

Setbacks

North Property Line	20 Ft
East Property Line	5 Ft
South Property Line	20 Ft
West Property Line	5 Ft

UNIT COUNT

Building 1 - 2 story

One Bedroom Units	24 units
Two Bedroom Units	16 units
Total # of Units	40 units

Building 1 - 2 story

Total # of One Bedroom Units	80 units
Total # of Units	±120 units

DENSITY

Gross Density	±25.47 DU / Acre

PARKING REQUIRED

.75 per unit x 120 units	90
Guest Parking = 1 per 6 units	20
Total Parking Required	110
Handicapped Parking Required (2%)	4

PARKING PROVIDED

Total Parking Provided	121
Handicapped Parking Provided	8

RECEIVED
FEB 04 2009

Scale: 1" = 40
0 40 80

Conceptual Site & Landscape Plan

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Project # 908012 February 3rd, 2008

Nevada HAND

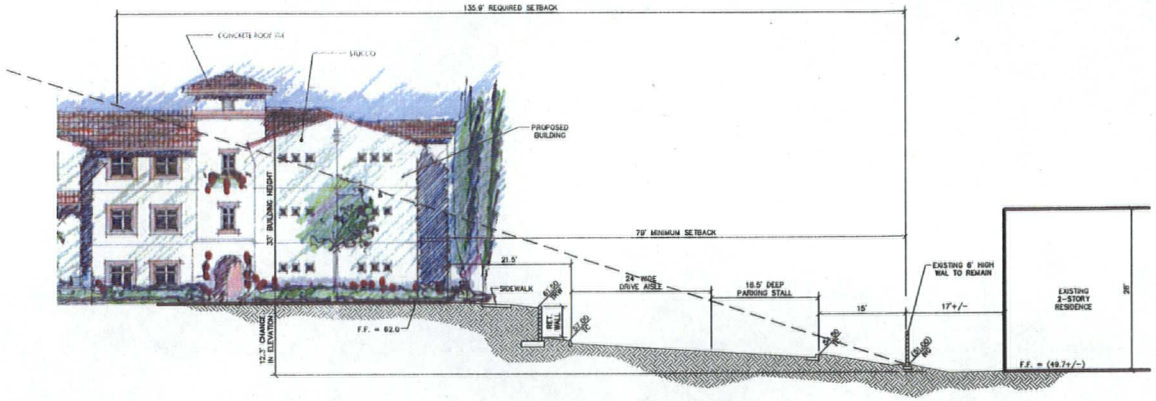
Westcliff Pines

Las Vegas, Nevada

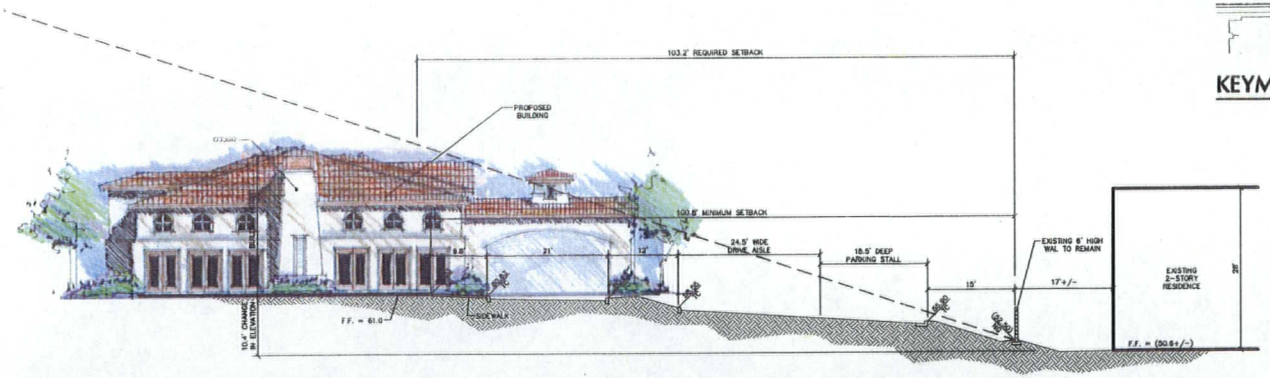
Perlman A1

VAR-33012
REVISED
02/26/09 PC

WESTCLIFF PINES
FOR
NEVADA H.A.N.D. INC.



WESTCLIFF HEIGHTS RESIDENTIAL ADJACENCY CROSS-SECTION EXHIBIT

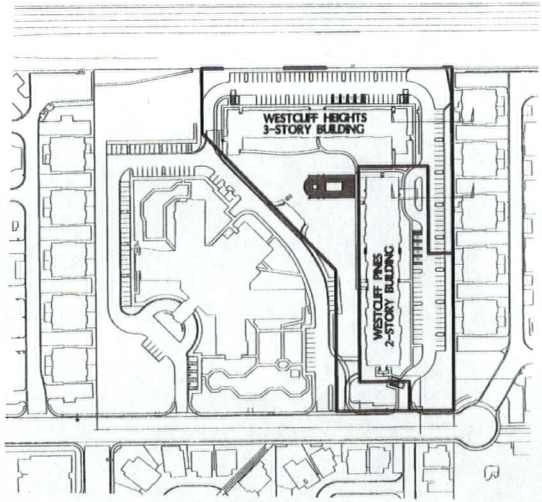


WESTCLIFF PINES RESIDENTIAL ADJACENCY CROSS-SECTION EXHIBIT



VICINITY MAP
SEC 28 T.20S.,R 60E N.T.S

NORTH
GRAPHIC SCALE
(IN FEET)
1 inch = 10 ft.



KEYMAP

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MAR 04 2009

LEGEND

(XX.XX)	EXISTING GRADE
XX.XX	PROPOSED GRADE
F.F.	FINISHED FLOOR
NG	NATURAL GROUND
TC	TOP OF CURB
FG	FINISHED GRADE
TRW	TOP OF RETAINING WALL

DESIGNED BY: MRB | DRAWN BY: MRB | CHKD BY:
JOB NUMBER: 818-018-081 | DATE: 03-05-09 | DATE (APP):
NO. | REVISION | DATE | (APP)

L. R. NELSON CONSULTING ENGINEERS, INC.
STRUCTURAL
CIVIL
PLANNING
SURVEY
6765 West Russell Road, Suite 200
Las Vegas, Nevada 89118
(702) 798-7978
(702) 451-2296 FAX

RESIDENTIAL ADJACENCY CROSS-SECTION EXHIBIT OF
WESTCLIFF PINES
FOR
NEVADA H.A.N.D. INC.
CITY OF LAS VEGAS NEVADA

SHEET NUMBER
1
OF 1 SHEETS
818-018-081

VAR-33012
SUPPLEMENTAL
03/26/09 PC

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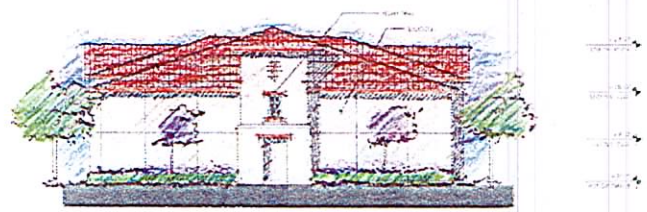
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

Scale: 3/32" = 1'

Conceptual Building 1 Elevations

Project No. 908012 / Jan. 13th, 2009

Nevada HAND

Westcliff Pines

Perlman A4

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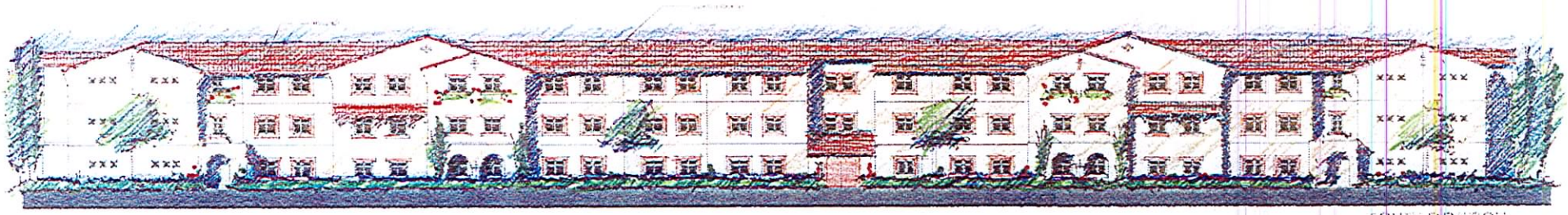
JAN 13 2009

VAR-33012
SDR-33010
02/26/09 PC



SOUTH ELEVATION



TYPICAL SIDE ELEVATION



NORTH ELEVATION

SCALE: 3/32" = 1'

CONCEPTUAL BUILDING 2 ELEVATIONS

WESTCLIFF PINES

PROJECT NO. 908012 / JAN. 13TH, 2009

NEVADA HAND

Perlman A5

RECEIVED

JAN 13 2009

VAR-33012
SDR-33010
02/26/09 PC



VAR-33012 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



VAR-33012 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



VAR-33012 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



VAR-33012 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



VAR-33012 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09

Nevada H.A.N.D., Inc.

HOUSING AND NEIGHBORHOOD DEVELOPMENT

295 E. Warm Springs Road, Suite 101 • Las Vegas, NV 89119
Office (702) 739-3345 Fax (702) 739-3305

January 13, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Re: Westcliff Pines Senior Apartments – Residential Adjacency Variance Justification Letter
APN: 138-28-401-017 & 018

Dear Staff:

Please accept this correspondence as our Residential Adjacency Variance submittal for our newest development, Westcliff Pines Senior Apartments located at 8206 & 8238 Silver Sky Drive, Las Vegas, Nevada.

We are proposing to develop a total of 120 one and two bedroom rental apartments in two buildings specifically designed for low-income senior citizens in the Las Vegas valley. This property is located on the Northeast corner of Silver Sky Drive and Roland Wiley.

Due to the odd shape of these parcels as well as the existing site topography, a variance for Residential Adjacency is needed. Therefore we respectfully request approval of this Variance, which accompanies our Site Development Plan Review application.

If you have any questions, please feel free to contact me at 739-3345 ext. 243. Thank you.

Sincerely,

Jacque Haas
Real Estate Development Manager

VAR-33012
02/26/09 PC

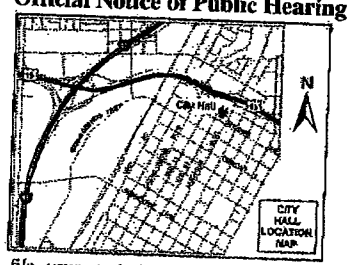
PAGE 01/01
RUFO CORONA
04/28/2009 10:39 7027361354

CITY CLERK

2009 APR 28 A 11:50

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-32514 & VAR-33012
City Council Meeting of 5/6/2009

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
0004239854
$ 00.39⁴
APR 24 2009
MAILED FROM ZIP CODE 89101

CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178-8901

APN#13828411039

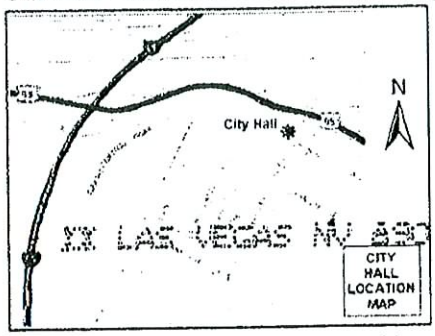
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 13 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



M LAS VEGAS NV 890 02-14-09

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-32514 & VAR-33012

Planning Commission Meeting of 2/26/2009

Case: VAR-33012
13828413021
ARCHAMBAULT JAMES M & LINDA L
8240 GOLF PLAYER AVE
LAS VEGAS NV 89145-3964

LAVOS11 89145

23P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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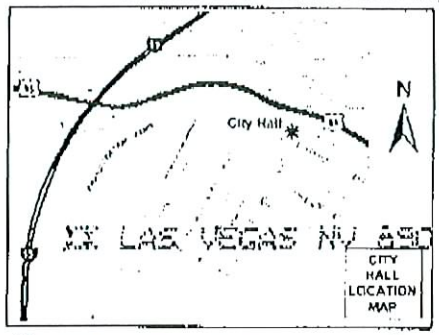

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-32514 & VAR-33012

Planning Commission Meeting of 2/26/2009

Case: ZON-32514
13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

LAVOP11 89145

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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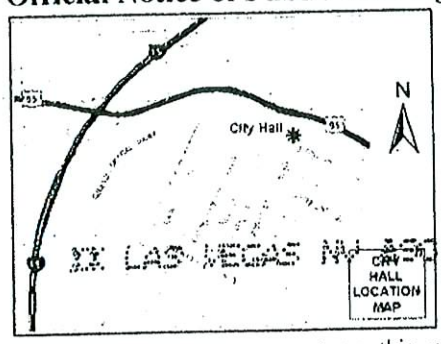

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☑ I OPPOSE this Request

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ZON-32514 & VAR-33012
Planning Commission Meeting of 2/26/2009

Case: ZON-32514
13828412046
PETERSON WILLIAM L & DONNA M
204 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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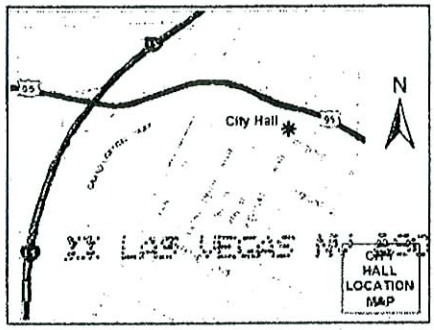

23 LAS VEGAS NV 850 02-14-09

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ZON-32514 & VAR-33012

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Case: ZON-32514
13833114028
SMITH WILLIAM F & MARGARET E
100 S CIMARRON RD
LAS VEGAS NV 89145-4702

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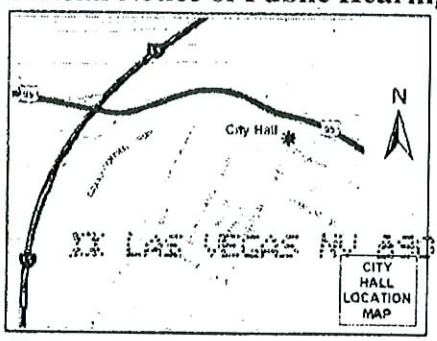

LAS VEGAS NV 890 02-14-09

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ZON-32514 & VAR-33012

Planning Commission Meeting of 2/26/2009

Silversky is the only access road to Star Cluster Circle. This will bring too much excess traffic into the area. Also the construction of the first building was a hindrance getting into and out of Star Cluster Circle. The developers have no consideration. Plus the street was constantly dirty from the construction.

Case: ZON-32514

13828412004
SPENCER SANDRA L
214 STAR CLUSTER CIR
LAS VEGAS NV 89145-8948

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LAVDP11 89145

23P

9P

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ZON-32514 & VAR-33012
Planning Commission Meeting of 3/26/2009

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138288100 14
BRINK CLIFFORD R & ROCHELLE P
215 N CIMARRON RD
LAS VEGAS NV 89145-3917

Case: ZON-32514

03/14/2009 20:27 7027361354 RUFO CORONA PAGE 02/02

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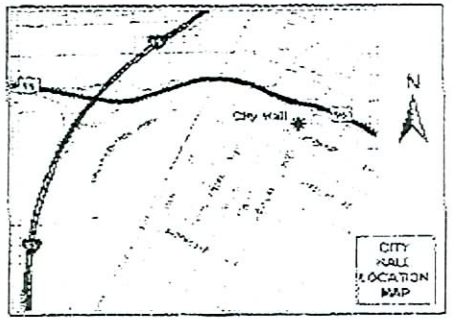

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828411039
CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178-8901

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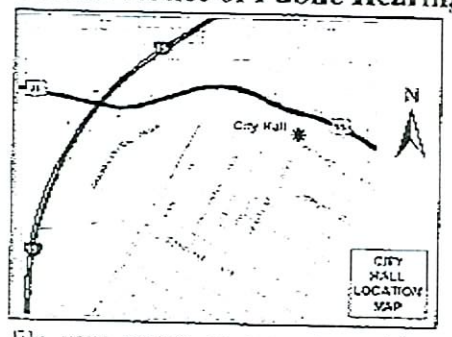

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☒ I OPPOSE this Request

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828411024
FRANK JAMES D & EVELYNE E
257 LUCKY STAR ST
LAS VEGAS NV 89145-3927

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Planning & Development Department
Development Services Center
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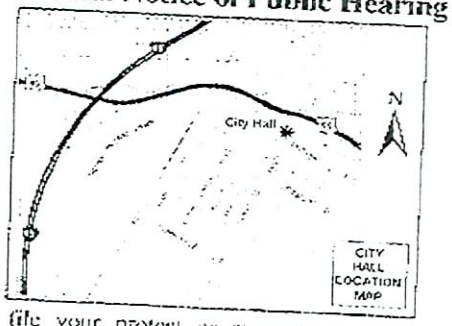

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

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13828415053 Case: ZON-32514
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

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AAVDP11 89145

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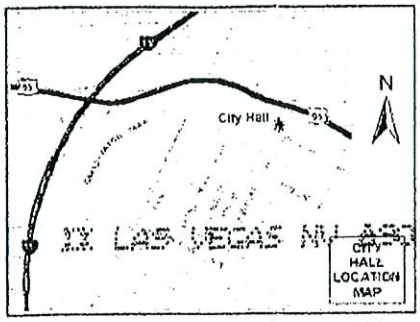

12 LAS VEGAS NV 890 02-14-09

See attached Letter

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ZON-32514 & VAR-33012
Planning Commission Meeting of 2/26/2009

FEB 23 2009

Case: VAR-33012
13828412039
KERR JACK E LIVING TRUST
131 BEYERLEIN ST
FRANKENMUTH MI 48734-1501

183

48734$1501 C003

23P

LAW OFFICE OF
JACK E. KERR
409 SOUTH FAYETTE STREET
SAGINAW, MICHIGAN 48602
AREA CODE 989 793-7752

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FEB 23 2009

2/19/09

Re: Zon 32514
Var: 33012

Protest

The proposal to rezone the subject property to allow the construction of 120 housing units will simply allow substandard housing in limited space. If allowed there should be provision for drainage of water from the subject property that will not affect any of the adjoining premises.

A variance from the strict enforcement of the zoning ordinance should not be granted. A variance from the strict requirements of the zoning code or ordinance is a modification of the literal provisions of the ordinance when strict enforcement could cause undue hardship owing to circumstances unique to the individual property

Submitted after final agenda

Date 2/23/04 Item 23424

283

granted. Hardships [illegible] solely on economic considerations are not grounds for a variance. There is nothing unique about the subject real estate upon which a variance from the lot line set backs requirements should be waived. Set backs from lot lines should be enforced so as not to affect the adjoining property.

If the relief requested is granted, safeguards should be invoked that will prohibit any water drainage to adjoining property.

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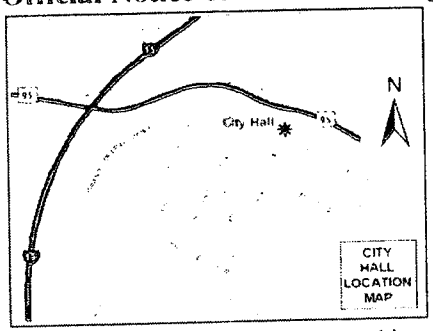

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828412046
PETERSON WILLIAM L & DONNA M
204 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

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Date 3-26-09 Item 10 OP after final agenda

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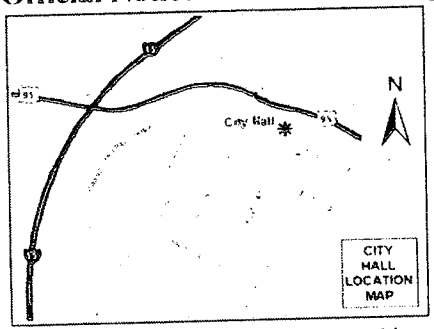

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Traffic increase!

Case: ZON-32514

13833114028
SMITH WILLIAM F & MARGARET E
100 S CIMARRON RD
LAS VEGAS NV 89145-4702

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101

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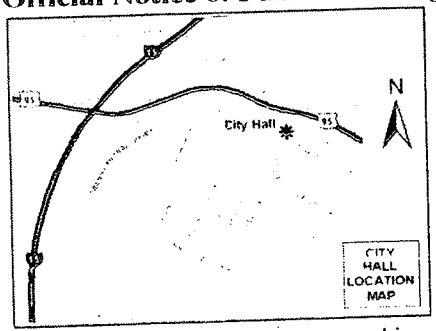

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514

13828415041
SWINGLE JOHN L & BONNIE J
6755 MIRA MESA BLVD
PMB 123-421
SAN DIEGO CA 92121-4392

AAUDF11 92121

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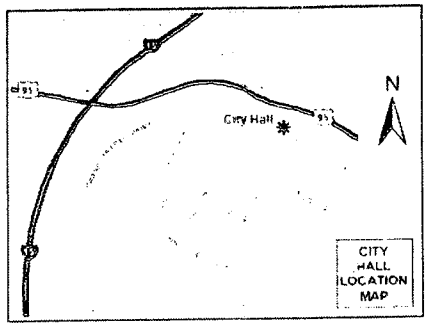

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514
13828412033
YOUNG FAMILY REVOCABLE LIV TR
608 BEAR GRASS ST
LAS VEGAS NV 89144-4492

AAUD511 89144

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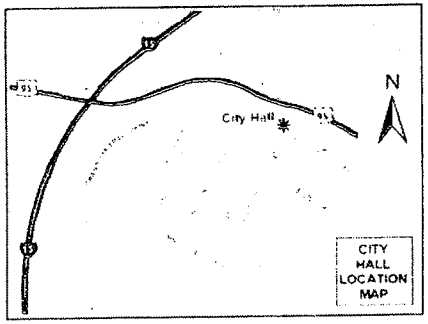

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ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

Case: ZON-32514
13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

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MAR 26 2009

AAUDP11 89145

10p

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

23 March 2009

TO: Las Vegas Planning Commissioners

Support

FROM : Charleston Neighborhood Preservation

RE the following Agenda items of the 3/26/09 meeting:

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas boundaries, therefore imposing a direct impact upon all wards.

#9. ZON-32514, #10. VAR -33012, and #11. SDR-33010:

We request your Approval for these 2 additional buildings provided fire and other safety codes are fully compliant with requirements for the fully occupied number of rooms plus the height of 3 stories which is highly dense occupation.

#14. SUP-32748:

We request your DISapproval of this application to change the legal 9 PM closing hour for massage establishments.

We request your DISapproval of this application to change the legal 400 ft. separation distance from a residential use.

#15. SUP-33189 and SDR-33191:

We request your Approval of the 'supper club' and 'on-site alterations'.

#21. SUP-33388:

We request your Approval of this proposed 'second hand dealer'.

#22. VAC-30172:

We request your DISapproval of this inappropriate request because the length of the 'portion' is not identified and vacation will impede traffic.

#23. SDR-33422:

Please vote Approval for this 'Major Ammendment'.

June Ingram
CNP President

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MAR 23 2009
Board

after final agenda

3-26-09 Date Item 10 10A

BOARD & ADVISORY MEMBERS

Dennis Ardine-Vicki Arnold-Dick Bratton-Juanita Clark- Miriam Een-Danielle Hanslip- Rose Honrath- Julie Ingram-Rick Johnson-Gene&Pearl Lonardo- Joan Lynch- Dorothy Orr- Pamela Stancliffe- Marcus Gobel- Layne Rushforth- Jeanine Sweany-Jean Withers-Others

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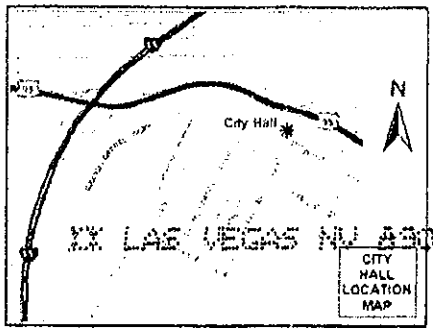

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-32514 & VAR-33012
Planning Commission Meeting of 2/26/2009

Case: ZON-32514
13828410020
DAVIS FAMILY TRUST
BOX 50 P M B 140
LAKE ARROWHEAD CA 92352-0000

23A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
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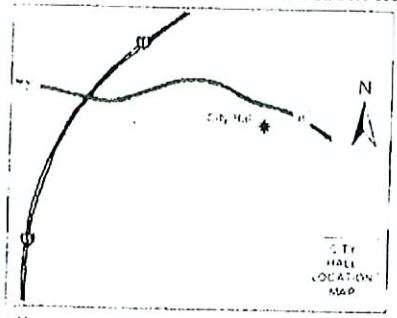

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ZON-32514 & VAR-33012
Planning Commission Meeting of 3/26/2009

13828412045 Case: ZON-32514
ESTERLINE CAROL
7104 CORNFLOWER DR
LAS VEGAS NV 89128-3438

City of Las Vegas
Planning & Development Department
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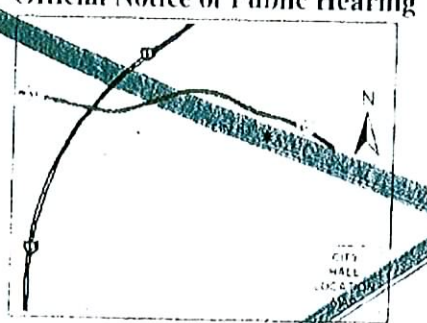
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SDR-33010
Planning Commission Meeting of 3/26/2009

13828412045 Case: SDR-33010
ESTERLINE CAROL
7104 CORNFLOWER DR
LAS VEGAS NV 89128-3438

RECEIVED
MAR 16 2009

9A

City of Las Vegas Agenda Item No.: **124.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

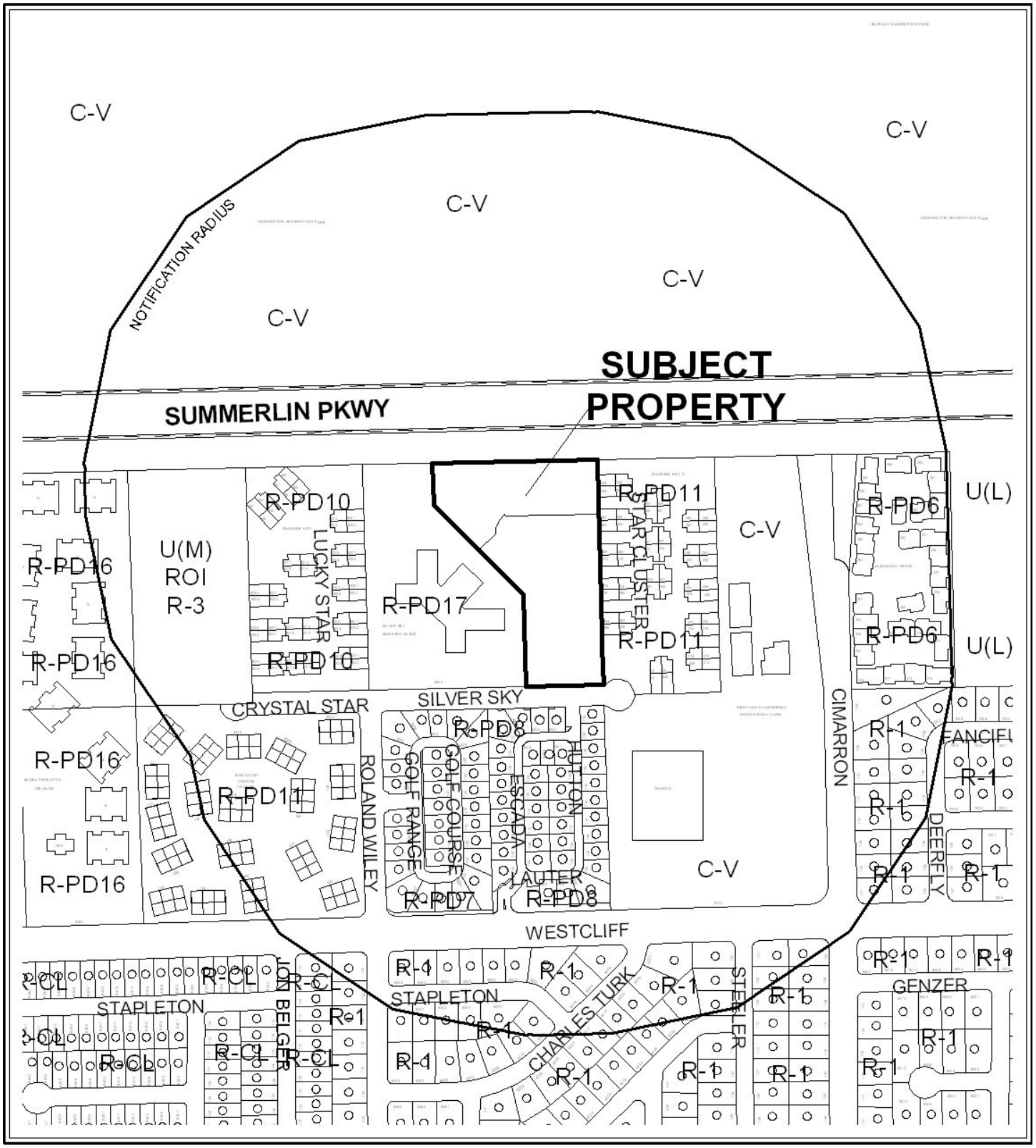
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33010 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-32514 AND VAR-33012 - PUBLIC HEARING - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP - Request for a Site Development Plan Review FOR A PROPOSED TWO AND THREE-STORY, 120-UNIT SENIOR CITIZEN APARTMENT DEVELOPMENT WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE WEST PERIMETER WHERE SIX FEET IS REQUIRED on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive (APNs 138-28-401-017 and 018), U (Undeveloped) Zone [M (Medium Density Residential) General Plan Designation] [PROPOSED: R-3 (Medium Density Residential)], Ward 2 (Wolfson). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**18**	**Planning Commission Mtg.**	**5**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 11



CASE: **SDR-33010**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N



CASE: **SDR-33010**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY:
U (UNDEVELOPED) ZONE [M (MEDIUM DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:
R-3 (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33010 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. The occupancy shall be limited to those 55 or older to the extent allowed by law.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-33012) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Submit a Reversionary Map or other acceptable mapping method which combines APNs 138-28-401-017 and 138-28-401-018 into a single parcel.

5. All development shall be in conformance with the site plan, landscape plan date stamped 02/04/09, building elevations date stamped 01/13/09 and Residential Adjacency cross section date stamped 03/04/09, except as amended by conditions herein.

6. The minimum distance between buildings shall be 10 feet.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: A total of 33, 24-inch box trees shall be provided within the landscape buffer along the east perimeter; Provide four, five gallon shrubs for each required tree.

8. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

9. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

14. 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.

15. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department 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.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the Summerlin Parkway Widening project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

18. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

19. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

20. All landscaping and private improvements installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

21. Comply with the requirements of Las Vegas Municipal Code Chapter 4.32 Traffic Signal Impact Fee prior to the issuance of permits for this site.

22. 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 the issuance of any grading or building permits, or the submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways as recommended in the approved drainage plan/study.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed two and three-story 120-unit Senior Citizen Apartment development with a Waiver to allow a zero-foot landscape buffer along the west perimeter where six feet is required on 4.71 acres adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive. There is an associated request for a Rezoning (ZON-32514) from U (Undeveloped) [M (Medium Density Residential) General Plan designation] to R-3 (Medium Density Residential) and a Variance (VAR-33012) to allow a 79-foot setback where Residential Adjacency Standards require 136 feet. This proposal is compatible with the scale and massing of the surrounding development, will not negatively impact the surrounding area and will further the goals of the General Plan by encouraging senior housing; therefore staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/01/03	A Code Enforcement complaint (#7201) was processed for vehicle code violations at the subject property. The case was resolved 12/10/03.
09/15/04	The City Council approved a General Plan Amendment (GPA-4528) to amend a portion of the Southwest Sector Plan of the General Plan from MLA (Medium Low Attached Density Residential) to M (Medium Density Residential) on 10.00 acres adjacent to the northeast corner of Roland Wiley Road and Silver Sky Drive. The Planning Commission recommended denial of this request, whereas staff recommended approval.
12/28/04	A Code Enforcement complaint (#24798) was processed for vehicle code violations at the subject property. The case was resolved 12/30/04.
02/01/05	The Planning and Development Department administratively approved a three-lot Parcel Map (PMP-5277) on property located on the southwest corner of Summerlin Parkway and Cimarron Road. The map was recorded on 02/22/05.
03/26/09	The Planning Commission recommended approval of companion items ZON-32514 and VAR-33012 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #11/dc).

Related Building Permits/Business Licenses	
There are no related building permits associated with this property.	
Pre-Application Meeting	
11/25/08	A pre-application meeting was held with the applicant where the requirements for a Rezoning, Site Development Plan Review and Variance submittal were discussed.
Neighborhood Meeting	
02/09/09	A neighborhood meeting was held on Monday February 9, 2009 at 6:00 pm at the Silver Sky Assisted Living Residence located at 8220 Silver Sky Drive, Las Vegas, Nevada 89145. Four members of the general public, three representatives of the development team and one member of the Planning and Development staff were present. Questions were raised concerning the height of the building, site drainage, parking, noise, traffic and landscape. The four members of the public were generally in support of the proposed development.

Field Check	
01/21/09	A field check was performed by staff at the subject property. The site was noted as undeveloped and ungraded, sloping down from west to east, with some weeds and debris. Several earth mounds were noted at the north end of the site, and offsite improvements consisting of a fully improved right-of-way and sidewalk were noted along Silver Sky Drive.

Details of Application Request	
Site Area	
Gross Acres	4.71

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Undeveloped	M (Medium Density Residential)	U (Undeveloped) [M (Medium Density Residential) General Plan designation]
North	Summerlin Parkway	R.O.W. (Right-of-Way)	R.O.W. (Right-of-Way)
South	Single-Family Residences	MLA (Medium Low Attached Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
East	Condominiums	MLA (Medium Low Attached Density Residential)	R-PD11 (Residential Planned Development – 11 Units per Acre)
West	Senior Citizen Apartments	M (Medium Density Residential)	R-PD17 (Residential Planned Development – 17 Units per Acre)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	206,154 SF	Y
Min. Lot Width	N/A	222 Feet	N/A
Min. Setbacks			
• Front	20 Feet	78 Feet	Y
• Side (West)	5 Feet	5 Feet	Y
• Side (East)	5 Feet	79 Feet	N*
• Rear	20 Feet	79 Feet	Y
Min. Distance Between Buildings	10 Feet	41 Feet	Y
Max. Building Height	3 Stories or 40 Feet, whichever is less	3 Stories/33 Feet	Y**
Trash Enclosure	Screened, Enclosed	Screened, Enclosed	Y
Mech. Equipment	Screened	Screened	Y

* The property to the east of the proposed development meets the Title 19.08.060 requirements for a "protected property" in the Residential Adjacency Standards. For any building proposed on the subject property greater than 15 feet in height, a 3:1 proximity slope must be met. The proposed building is 33 feet in height, thus requiring a 99-foot setback; however, due to the grade change of the subject property in relation to the protected property, this distance has been revised to a 136-foot setback. The applicant has submitted a Variance (VAR-33012) to allow a 79-foot setback where Residential Adjacency Standards require 136 feet.

** The main roof height of the three story building located on site is 33 feet. Staff notes that this building contains three tower elements, 12 feet by 12 feet in width, measuring 43 feet in height, which are setback a sufficient distance which do not impact the Residential Adjacency Variance request.

Pursuant to Title 19.08.060, the following residential adjacency standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	136 Feet	79 Feet	N*
Adjacent development matching setback	15 Feet	79 Feet	Y
Trash Enclosure	50 Feet	50 Feet	Y

* The applicant has submitted a Variance (VAR-33012) to allow a 79-foot setback where Residential Adjacency Standards require 136 feet. The proposed building is 33 feet in height, thus requiring a 99-foot setback; however, due to the grade change of the subject property in relation to the protected property, this distance has been revised to a 136-foot setback.

Pursuant to Title 19.12.040, the following landscape standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree/6 Spaces	21 Trees	24 Trees	Y
Buffer:				
Min. Trees				
(North)	1 Tree/30 Linear Feet	16 Trees	16 Trees	Y
(South)	1 Tree/20 Linear Feet	9 Trees	9 Trees	Y
(East)	1 Tree/20 Linear Feet	33 Trees	29 Trees	N*
(West)	1 Tree/20 Linear Feet	38 Trees	35 Trees	N**
TOTAL		117 Trees	113 Trees	N*

Min. Zone Width			
(North)	6 Feet	8 Feet	Y
(South)	15 Feet	20 Feet	Y
(East)	5 Feet	15 Feet	Y
(West)	5 Feet	Zero Feet	N**
Wall Height	6-8 Feet	6 Feet	Y

* A condition has been added requiring the applicant to provide a total 33, 24-inch box trees within the east landscape buffer.

** The applicant has requested a Waiver to allow a zero-foot landscape buffer along the west perimeter where five feet is required. While requesting this Waiver, the applicant has provided 35 of the 38 required 24-inch box trees within planter areas adjacent to the west perimeter.

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	*Required*			*Provided*		*Compliance*
			Parking		*Parking*		
Use		*Parking Ratio*	Regular	Handi-capped	Regular	Handi-capped	
Senior Citizen Apartments	120 Units	0.75 Spaces/ Unit	86	4	113	8	
TOTAL			90		121		Y

Waivers		
Request	**Requirement**	**Staff Recommendation**
To allow a zero-foot landscape buffer along the west perimeter	A six-foot landscape buffer	Approval

Exception		
Request	**Requirement**	**Staff Recommendation**
To allow 35, 24-inch box trees along the west perimeter	38, 24-inch box trees	Approval

ANALYSIS

- **Land Use and Zoning**

  The subject site is located in the Southwest Sector of the General Plan and has a current designation of M (Medium Density Residential). The Medium Density Residential category includes a variety of multi-family units such as plexes, townhouses, and low-density apartments. This category allow up to 25.49 units per acre.

  A companion item to Rezone (ZON-32514) the site from U (Undeveloped) [M (Medium Density Residential) General Plan designation] to R-3 (Medium Density Residential) has also been submitted by the applicant. The purpose of the R-3 (Medium Density Residential) district is to provide for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Medium Density Residential) zoning district is consistent with the policies of the Medium Density Residential category of the General Plan.

  Additionally, this development is consistent with Objective 2.2 and Policy 2.2.2 of the General Plan:

  Objective 2.2: To ensure that low density residential land uses within mature neighborhoods can exist in close proximity to higher density residential, mixed-use or non-residential land uses by mitigating adverse impacts where feasible.

  Policy 2.2.2: That senior citizens' and assisted living housing be encouraged to develop, both to meet the needs of community residents who wish to age in place in their neighborhoods, and as a means of increasing residential densities in these areas.

  With the approval of the proposed Rezoning (ZON-32514) to the R-3 (Medium Density Residential) zoning district, the proposed Senior Citizen Apartment development will be a permissible use on the subject property.

- **Site Plan**

  The site is located adjacent to the north side of Silver Sky Drive, approximately 500 feet east of Roland Wiley Drive. The site is surrounded by an existing Assisted Living Facility to the west, condominiums to the east, Summerlin Parkway to the north and single-family residential to the south. The site plan indicates that two proposed buildings will be located on the subject property. Building one will be a two-story 40-unit building located on the southern half of the site containing both one and two bedroom Senior Citizen Apartments. Building two will be a three-story 80-unit building located on the northern half of the site containing only one bedroom Senior Citizen Apartments.

  Building two is a three-story, 33-foot high building which is setback approximately 79 feet from the east property line. The condominiums to the east of the subject site meet the qualifications of a protected use; therefore the subject site must comply with the Residential Adjacency requirements of Title 19.08.060. The applicant has submitted a Variance (VAR-33012) to allow Building two to be setback 79 feet where Residential Adjacency standards require 136 feet. While the proposed building is 33 feet in height, requiring a 99-foot setback, due to the grade change of the subject property in relation to the protected property, this distance has been revised to a 136-foot setback.

  Access to the site is provided via one existing and one proposed driveway fronting Silver Sky Drive. A total of 121 parking spaces are provided where 90 are required, including eight handicapped accessible spaces. Internal site access flows in a horseshoe configuration, with parking provided along the east and north perimeters of the site. The west perimeter of the site consists of an existing driveway that is shared with the Assisted Living Facility to the west of the subject site. A cross access agreement is in place with the adjacent parcel, and a copy of that agreement has been placed in the Site Development Plan Review (SDR-33010) file.

- **Landscape Plan**

  The landscape plan submitted depicts a 20-foot landscape buffer along the south perimeter where 15 feet is required, a 15-foot buffer along the east perimeter where six feet is required, and an eight-foot landscape buffer along the north perimeter where six feet is required. The applicant has requested a Waiver to allow a zero-foot landscape buffer along the west perimeter where six feet is required. The west perimeter of the subject property currently serves as an existing driveway and sidewalk for the Assisted Living Facility located to the west of the subject property, and much of the six-foot buffer lies within the existing driveway and sidewalk area. The applicant is proposing to retain the existing driveway and sidewalk in their current configuration, and provide the requisite landscape material behind the existing hardscape, portions of which are outside of the required six-foot buffer area. Staff can support this request as approval of this Waiver will allow the existing driveway to remain in its current configuration, while the proposed landscape adjacent to the existing driveway will appear to be in a buffer area while not physically on the property line.

The applicant is proposing a six-foot tall decorative block wall along the east perimeter. Staff notes that there the subject property slopes from south to east and has met with the applicant to determine if a wall greater than the heights permitted by code is necessary along the east perimeter. The applicant will construct a six-foot tall wall, and mitigate the slope of the subject property by utilizing the 15-foot landscape buffer adjacent to the east perimeter for any necessary site grade changes. The remaining north, south and west perimeters of the subject property will remain open without a decorative block wall.

The landscape plan contains notations regarding five varieties of five-gallon shrubs proposed to be utilized throughout the development; however the quantity and locations of the shrubs are not provided on the plans. A condition has been added requiring the applicant to provide four, five-gallon shrubs for each required tree. The landscape plan also proposes a horseshoe pit and a pool and spa area to be located near the center of the site adjacent to the recreation center located in Building one. The patio area surrounding the pool and spa is lined with 11 palm trees while the area surrounding the horseshoe pit is devoid of plant material.

The remainder of the common areas surrounding Building one, two and the pool, spa and horseshoe pit are also devoid of trees and landscape material. The lack of landscape within these areas is in direct conflict with the recently adopted Urban Forestry Initiative. The City of Las Vegas adopted an Urban Forestry Initiative on May 7, 2008 guided by the Conservation Element of the 2020 Master Plan. The intent of this resolution is to contribute to the City's long-term sustainability, as trees clean the air, improve stormwater management, conserve energy, improve public health and increase property values. Additionally, the City has identified strategic priorities to create, integrate and manage orderly and sustainable development and growth in the community, to support and encourage sustainability, livability, and pride in the City's neighborhoods and to promote healthy lifestyles for all segments of the community. As the subject property will provide housing to senior citizens, staff finds that the long-term benefit of placing additional landscape around the buildings will encourage future residents to engage in outdoor activities, take walks, socialize, and act as a common element that will draw residents outside of their homes. By achieving this, the applicant will create a long lasting impact and give greater emphasis to the Urban Forestry Initiative.

- **Elevations**

The elevations submitted depict both buildings proposed for the site. Building one will be a two-story structure measuring 24 feet in height, located on the southern half of the subject property. Building two will be a three-story structure measuring 33 feet in height, located along the northern half of the property. This building will have three tower elements, measuring 12 feet by 12 feet in width and 43 feet in height; however, these tower elements will be setback a sufficient distance which will not impact the Variance request for Residential Adjacency. The architecture of both buildings will be Spanish Colonial, and each building will be similar to one another. The structures will feature fully round arch elements on some windows and entryways, decorative iron grille-work, enhanced window surrounds, tower elements, and concrete tile roofs. Additionally, each building will incorporate design elements that include varied roof lines consisting of both

hip and gable roofs, relief changes in the vertical planes of the facades and decorative tower elements.

Façade elements that are unique to Building one include patios for each apartment, a porte cochere with a decorative tower element, an architecturally enhanced chimney along the north elevation and a pergola at the northwest corner of the building. Unique façade elements on Building two include the use of smaller, square windows on the gable ends on the north and south elevations of the building and the use of decorative beams below selected third level window openings. The elevations submitted depict an architecturally pleasing façade with a variety of visual interest and subtle visual cues which will complement the surrounding environment.

- **Floor Plan**

The floor plans submitted depict the first floor of each building, with no plans provided for the second or third floors. Full floor plans will be required to be submitted at the time building permits are submitted for this project, if approved. The first floor plan for Building one depicts a large recreation center at the north end of the building. No details have been provided for this space. Details will be required to be provided at the time building permits are submitted for this project, if approved. The remainder of the building features a long, linear interior corridor with an elevator located at the far north end of the building and internal stairwells at each end of the corridor. A centrally located laundry room, storage room, and electrical room are accessed off of this corridor, along with each individual apartment unit. The apartments feature one or two bedrooms, contain a single bathroom, feature a large living/dining/kitchen area, and private patios with a storage room. A total of 16 two-bedroom units and 24 one-bedroom units will be located within this building.

The floor plans for Building two indicate that a main lobby will be centrally located within the first floor of this building. Surrounding the main lobby will be an elevator and associated mechanical room, laundry room and an electrical room. An internal corridor is accessed from the main lobby which provides access to the apartment units. All of the apartment units in this building will feature one bedroom, one bathroom and a large open kitchen/dining/living room. A total of 80 one-bedroom units will be housed within this building.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 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 Senior Citizen Apartment development is compatible with the three-story Assisted Living Facility to the west, the two-story condominiums to the west, and will provide a buffer between the Summerlin Parkway to the north and the single-family homes to the south.

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;"**

The proposed development is consistent with the existing General Plan designation of M (Medium Density Residential) and is a permissible use within the proposed R-3 (Medium Density Residential) zoning district.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

The site is accessed via one existing and one proposed driveway onto Silver Sky Drive which in turn accesses Roland Wiley Road, both designated as 60-foot wide Local Streets by the Master Plan of Streets and Highways. Roland Wiley Road provides direct access to Westcliff Drive, a 100-foot Primary arterial as designated by the Master Plan of Streets and Highways. All three roadways will provide adequate access to the site and will not negatively impact adjacent roadways or neighborhood traffic.

4. **"Building and landscape materials are appropriate for the area and for the City;"**

The proposed building materials are appropriate for the area and for the City. The landscape materials are drought-tolerant and typical of that found throughout the Las Vegas Valley. The sizes of the materials are adequate, and a condition has been added to ensure that trees and shrubs are provided in quantities to meet the minimum requirements of Title 19.12.

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 building elevations depict design and materials that will provide an aesthetically pleasing building and are compatible with the neighboring single-family and multi-family development.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

The proposed development will not impact public health, safety or welfare since the development will be subject to the International Building Code and City inspections during construction.

PLANNING COMMISSION ACTION

Condition #1 was added.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 34

SENATE DISTRICT 8

NOTICES MAILED 386 by City Clerk

APPROVALS 3

PROTESTS 13

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-33010** APN: 138-28-401-017 & 018

Name of Property Owner: Silver Sky Two LP

Name of Applicant: Nevada H.A.N.D., Inc.

Name of Representative: Nevada H.A.N.D., Inc.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

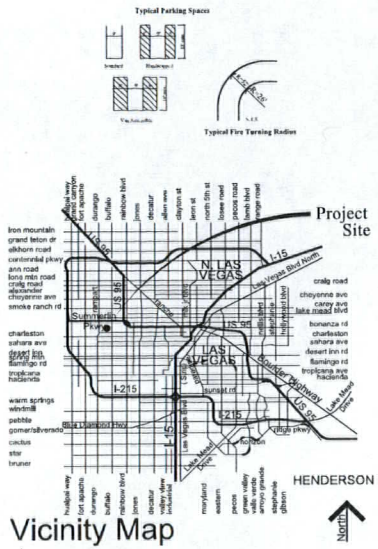
Print Name: Michael Mullin

Subscribed and sworn before me

This 13th day of January, 20 09

_____
Notary Public in and for said County and State

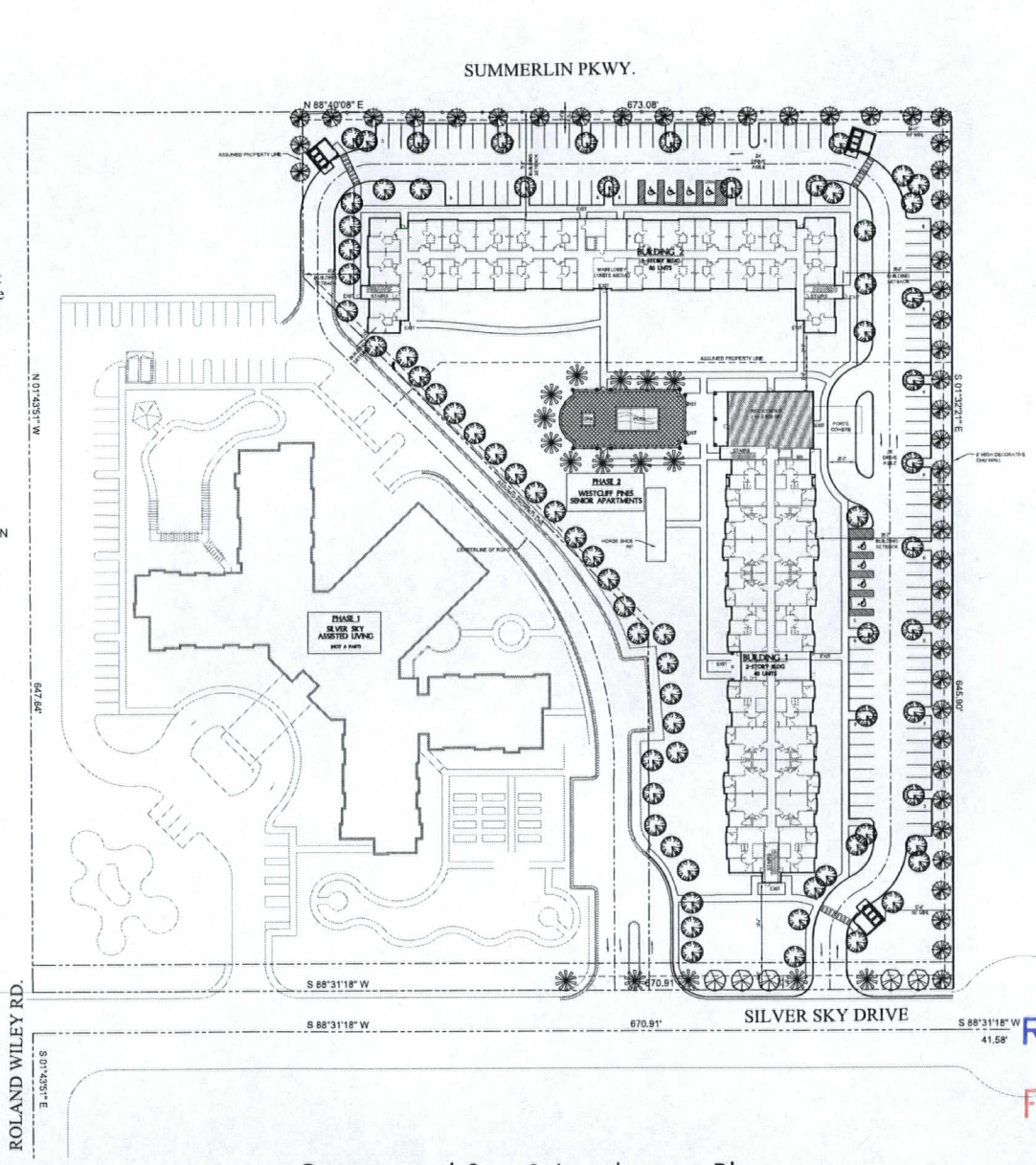
JACLYN S. HAAS
Notary Public State of Nevada
No. 03-81818-1
My appt. exp. Oct. 17, 2011



Vicinity Map

TREE / PLANT SCHEDULE

	SYM	SIZE	SPACING	NAME
TREES		24" Box	Varies	FAN-TEX ASH
		24" Box	20' o.c.	MONDEL PINE
		24" Box	N/A	DATE PALM MEXICAN FAN PALM
		24" Box	Varies	CHILEAN MESQUITE
SHRUBS		5 gal	Varies	DESERT BROOM
		5 gal	Varies	SILVERY CASSIA GREEN TEXAS RANGER PINCK LADY INDIAN HAWTHORN SIERRA LINDA SAGE
GROUND COVER		¾"	Varies	MOJAVE GOLD ROCK MULCH
		1 gal	Varies	CREEPING ACACIA



SITE INFORMATION

LOCATION
North of Silver Sky and East of Roland Wiley

PARCEL APN #138-28-401-014

CURRENT ZONING U (M) - Undeveloped

PROPOSED ZONING
R-3 - Medium Density Residential

PARCEL AREA (Approx. to be verified)

Phase One:	± 5.25 Acres
Phase Two:	± 4.71 Acres
Total Area:	± 9.96 Acres

Setbacks

North Property Line	20 Ft
East Property Line	5 Ft
South Property Line	20 Ft
West Property Line	5 Ft

UNIT COUNT

Building 1 - 2 story

One Bedroom Units	24 units
Two Bedroom Units	16 units
Total # of Units	40 units

Building 1 - 2 story

Total # of One Bedroom Units	80 units
Total # of Units	±120 units

DENSITY
Gross Density ±25.47 DU / Acre

PARKING REQUIRED

.75 per unit x 120 units	90
Guest Parking = 1 per 6 units	20
Total Parking Required	110
Handicapped Parking Required (2%)	4

PARKING PROVIDED

Total Parking Provided	121
Handicapped Parking Provided	8

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Scale: 1" = 40
0 40 80

Conceptual Site & Landscape Plan

Design Modifications without notice. All Colors, Dimensions, Sizes and Architectural Features are Conceptual and subject to Change.

Project # 908012 February 3rd, 2008

Nevada HAND

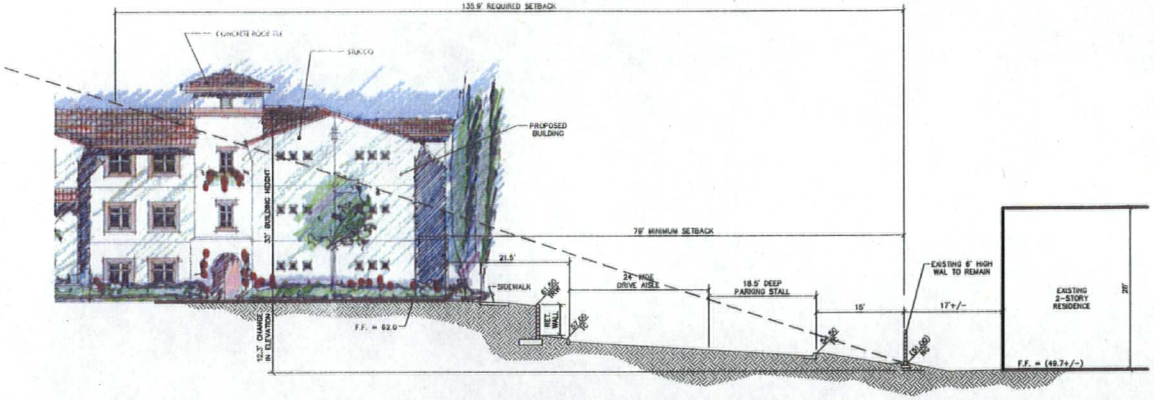
Westcliff Pines

Las Vegas, Nevada

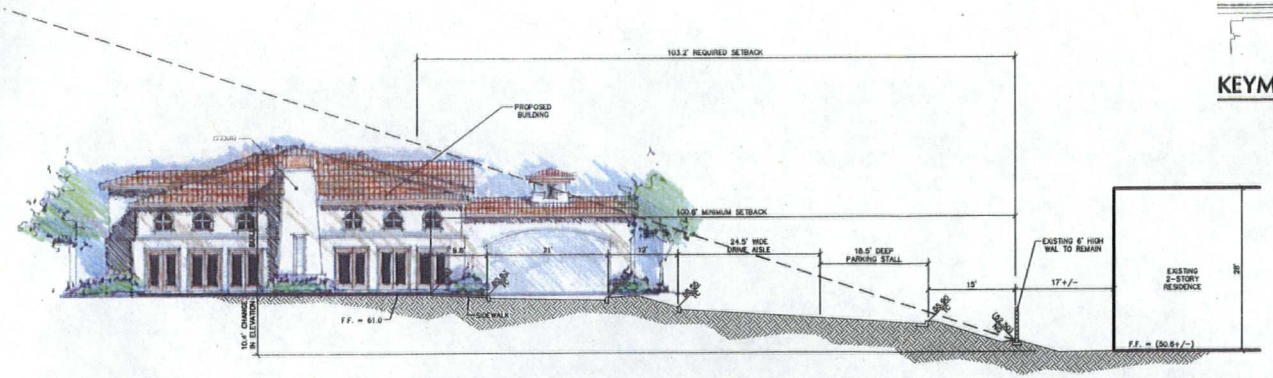
Perlman A1

SDR-33010
REVISED
02/26/09 PC

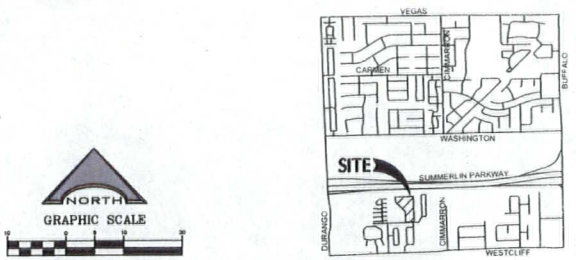
WESTCLIFF PINES
FOR
NEVADA H.A.N.D. INC.



WESTCLIFF HEIGHTS RESIDENTIAL ADJACENCY CROSS-SECTION EXHIBIT

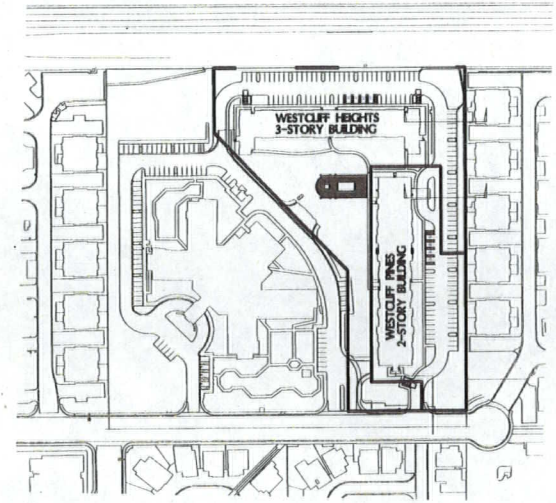


WESTCLIFF PINES RESIDENTIAL ADJACENCY CROSS-SECTION EXHIBIT



VICINITY MAP

SEC 28, T. 20 S., R. 60 E N.T.S



KEYMAP

NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

LEGEND

(XX.XX)	EXISTING GRADE
XX.XX	PROPOSED GRADE
F.F.	FINISHED FLOOR
NG	NATURAL GROUND
TC	TOP OF CURB
FG	FINISHED GRADE
TRW	TOP OF RETAINING WALL

DESIGNED BY: MSB | DRAWN BY: MSB | CHKD BY:
JOB NUMBER: 818-018-081 | DATE: 03-02-09
NO. | REVISION | DATE | APPR.

L. R. NELSON CONSULTING ENGINEERS, INC.
STRUCTURAL
CIVIL
PLANNING
SURVEY
6765 West Russell Road, Suite 200
Las Vegas, Nevada 89118
(702) 798-7978
(702) 451-2296 FAX

RESIDENTIAL ADJACENCY CROSS-SECTION EXHIBIT OF
WESTCLIFF PINES
FOR
NEVADA H.A.N.D. INC.
CITY OF LAS VEGAS NEVADA

SHEET NUMBER
1
OF 1 SHEETS
818-018-081

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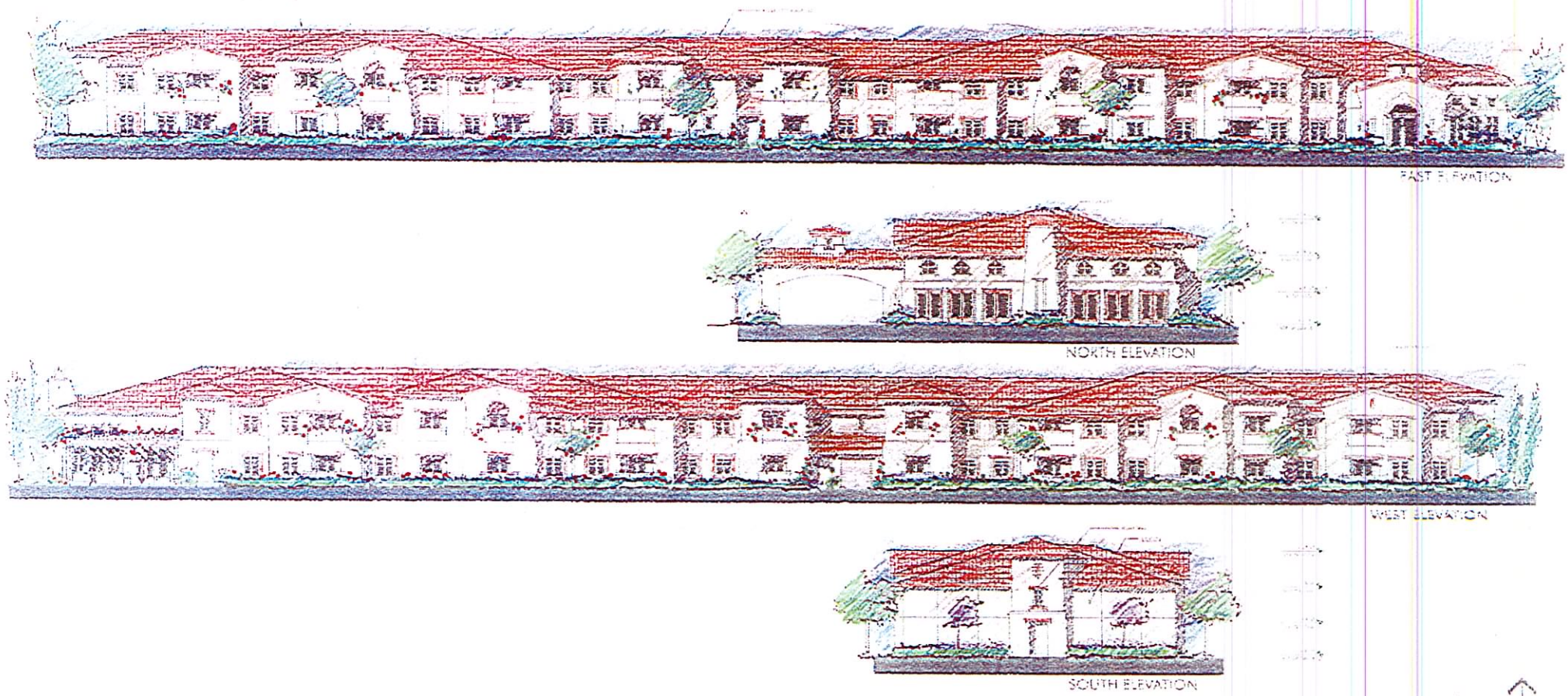
SDR-33010
SUPPLEMENTAL
03/26/09 PC

H:\Land Projects\818018\dwg\Planning\Exhibits\Cross Section.dwg, 3/4/2009 12:57:33 PM, Mark.Bangan



CONCEPTUAL BUILDING 1 ELEVATIONS

WESTCLIFF PINES

NEVADA HAND

Perlman A4

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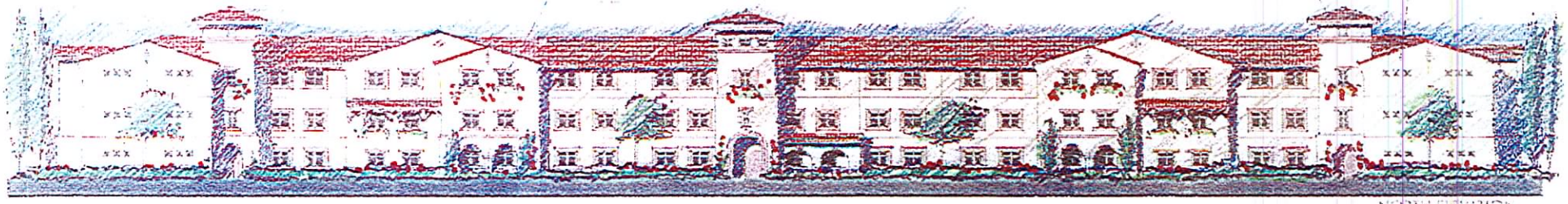
VAR-33012
SDR-33010
02/26/09 PC



SOUTH ELEVATION



TYPICAL SIDE ELEVATION



NORTH ELEVATION

CONCEPTUAL BUILDING 2 ELEVATIONS

WESTCLIFF PINES

NOADA HAND

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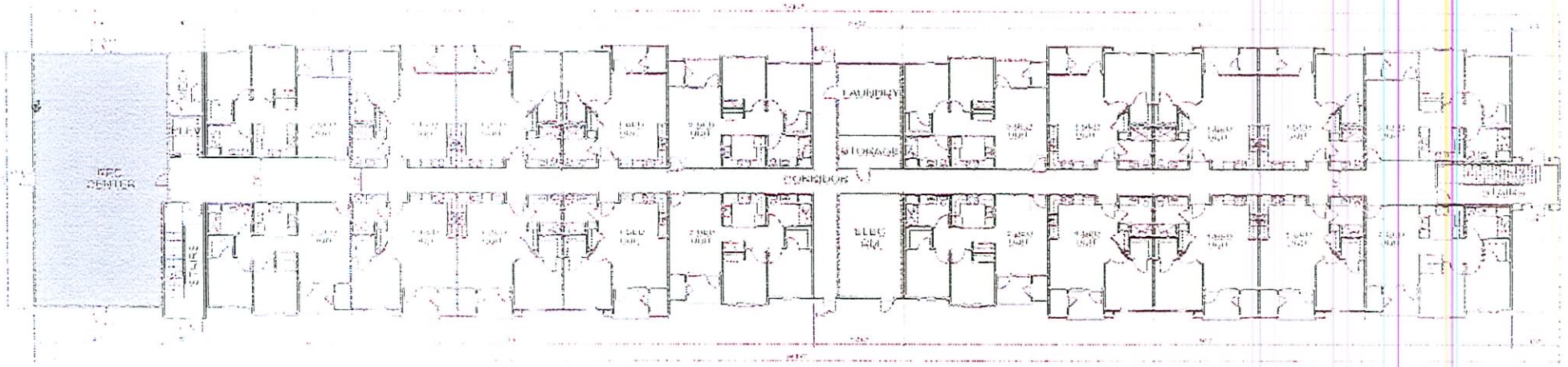
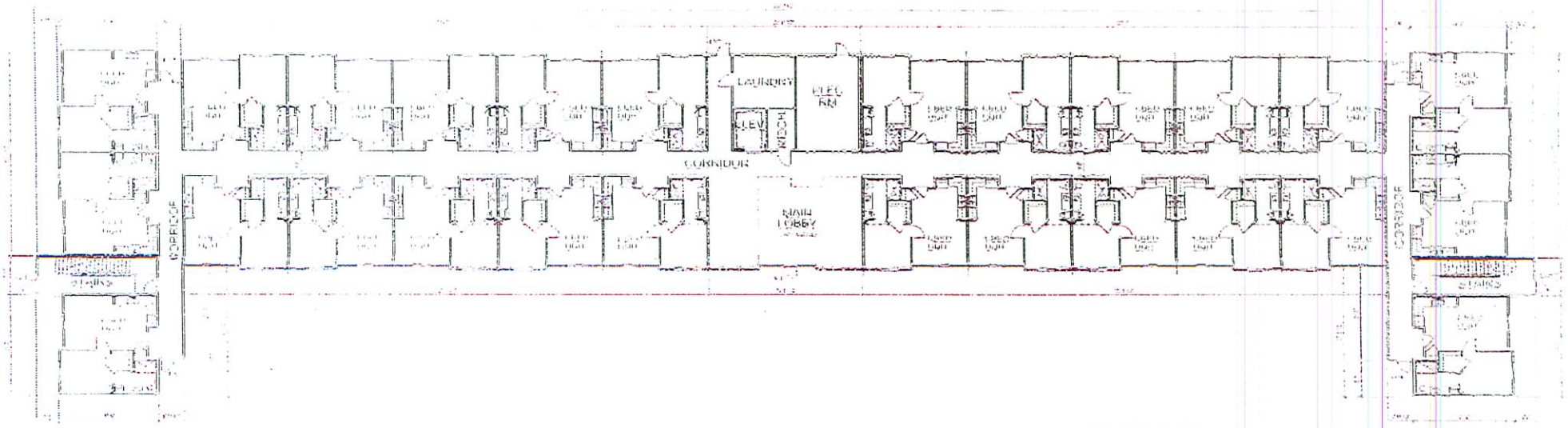
02/26/09 PC





CONCEPTUAL BUILDING FLOOR PLANS

WESTCLIFF PINES

NEVADA HAND

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SDR-33010
02/26/09 PC

SDR 33010

Nevada H.A.N.D., INC.

8206 Silver Sky Dr.

Proposed 120-unit senior citizen apartment development.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SENIOR ADULT HOUSING-ATTACHED [OCC.DWELL]	120	3.48	418
AM Peak Hour			0.08	10
PM Peak Hour			0.11	13
(heaviest 60 minutes)				

Existing traffic on all nearby streets: Count data unavailable for Silver Sky Dr.

Westcliff Dr.	
Average Daily Traffic (ADT)	7,250
PM Peak Hour	580
(heaviest 60 minutes)	

Durango Dr.	
Average Daily Traffic (ADT)	32,616
PM Peak Hour	2,609
(heaviest 60 minutes)	

Cimarron Rd.	
Average Daily Traffic (ADT)	2,822
PM Peak Hour	226
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Westcliff Dr.	32775
Durango Dr.	51800
Cimarron Rd.	17745

This project will add approximately 418 trips per day on Westcliff Dr., Durango Dr., and Cimarron Rd. This will increase expected volumes by about 6 percent on Westcliff, by about 1 percent on Durango, and by about 15 percent on Cimarron. Currently Westcliff is at about 22 percent of capacity, Durango is at about 63 percent of capacity, and Cimarron is at about 16 percent of capacity. Count data was unavailable for Silver Sky Dr., but it is believed to under capacity

Based on Peak Hour use, this development will add roughly 13 additional cars into the area; which works out to about 1 every 5 minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-33010 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



SDR-33010 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09



SDR-33010 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
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01/21/09



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01/21/09



SDR-33010 - APPLICANT: NEVADA H.A.N.D., INC. - OWNER: SILVER SKY TWO, LP
NORTH SIDE OF SILVER SKY DRIVE, APPROXIMATELY 500 FEET EAST OF ROLAND WILEY DRIVE
MARCH 26, 2009 PLANNING COMMISSION

01/21/09

Nevada H.A.N.D., Inc.

HOUSING AND NEIGHBORHOOD DEVELOPMENT

295 E. Warm Springs Road, Suite 101 • Las Vegas, NV 89119
Office (702) 739-3345 Fax (702) 739-3305

January 13, 2009

City of Las Vegas
Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Re: Westcliff Pines Senior Apartments – Site Development Plan Review Justification Letter
APN: 138-28-401-017 & 018

Dear Staff:

Please accept this correspondence as our Site Development Plan Review submittal for our newest development, Westcliff Pines Senior Apartments located at 8206 & 8238 Silver Sky Drive, Las Vegas, Nevada.

We are proposing to develop a total of 120 one and two bedroom rental apartments in two buildings specifically for low-income senior citizens in the Las Vegas valley. This property is located on the Northeast corner of Silver Sky Drive and Roland Wiley.

We feel this development will be compatible and benefit the surrounding are, and is in conformance with the masterplan designation for these parcels. These aforementioned parcels are currently Masterplanned as M (Medium) which allows up to 25.49 dwelling units per acre. Therefore we respectfully request approval of this Site Development Plan Review application.

If you have any questions, please feel free to contact me at 739-3345 ext. 243. Thank you.

Sincerely,

Jacque Haas
Real Estate Development Manager

SDR-33010
02/26/09 PC

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

02/17/2009 19:41 7029409956 ART-PODORZER #0056 P.001 /001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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02 1M $ 00.39[4]
0004239954 FEB 13 2009
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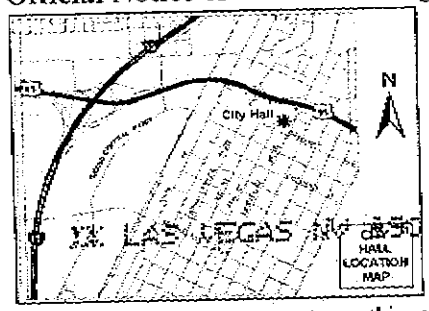
Official Notice of Public Hearing



LAS VEGAS NV 02-14-09

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010
13828415053
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

89145C004 C053

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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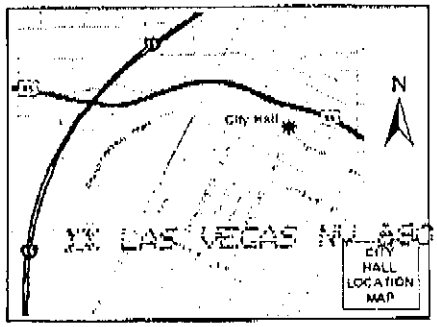

VS LAS VEGAS NV 890 02-14-09

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010
13828414018
FRANCA SILVANO LIVING TRUST
104 LEMON GLAZE ST #204
LAS VEGAS NV 89145-3975

LASVEGAS 890 45

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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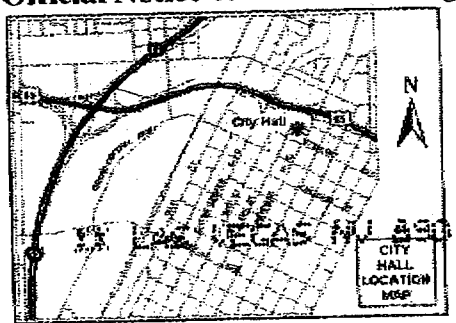

LAS VEGAS NV 890 02-14-09

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☐ I SUPPORT this Request

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Planning Commission Meeting of 2/26/2009

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FRINGE BEARES
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Case: SDR-33010
13828411039
CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178-8901

89178$8901 H321

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Submitted after final agenda
Date 2/23/09 Item 25

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas. Nevada 89101-2986

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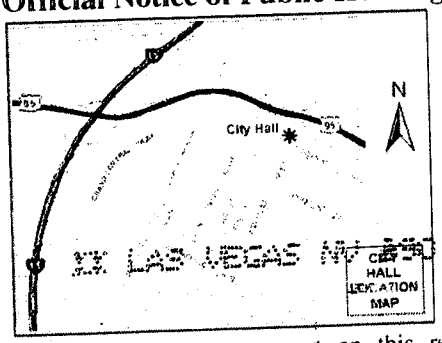

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010
13828412046
PETERSON WILLIAM L & DONNA M
204 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

89145C3948 C053

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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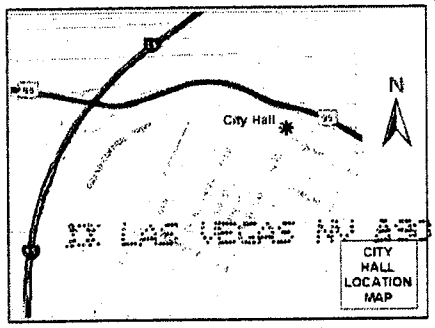

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LAS VEGAS NV 893 02-14-09

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010
13828413021
ARCHAMBAULT JAMES M & LINDA L
8240 GOLF PLAYER AVE
LAS VEGAS NV 89145-3964

LAVDP11 89145

25P

Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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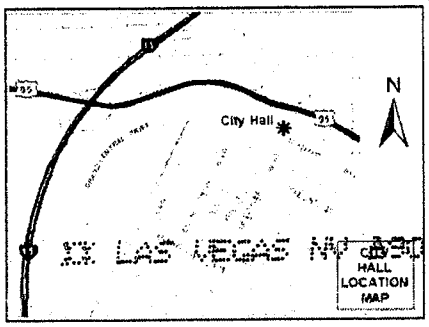

02-14-09

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☒ I OPPOSE this Request

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Case: SDR-33010
13833114028
SMITH WILLIAM F & MARGARET E
100 S CIMARRON RD
LAS VEGAS NV 89145-4702

25P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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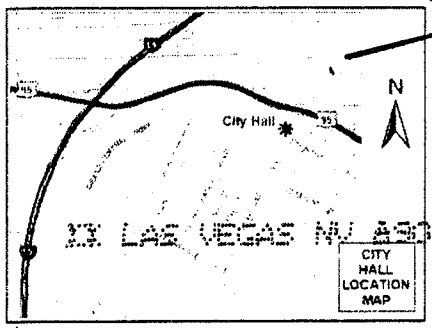

Silver Sky St is the only access road to Star Cluster Cir. This will bring too much excess traffic into the area. Also the construction of the first building was a hindrance getting into and out of Star Cluster Circle. The developers have no consideration. They often had the area blocked. If there was an emergency we have no other route out but on to Silver Sky and the construction people are never in a hurry to get out of the way.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-33010
13828412004
GRENCER SANDRA L
214 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010
Planning Commission Meeting of 2/26/2009

89145$3948$0158

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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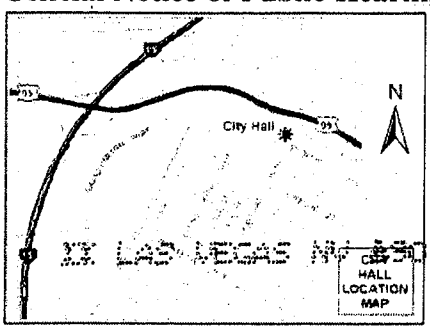

LAS VEGAS NV 02-14-09

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010
13828411024
FRANK JAMES D & EVELYNE E
257 LUCKY STAR ST
LAS VEGAS NV 89145-3927

89145$3927 C053

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25[P]

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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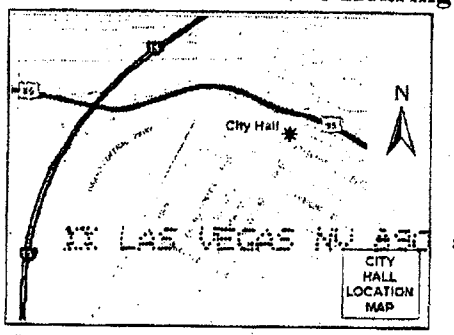

LAS VEGAS NV 890 02-14-09

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010

13828415040
GENTILE MICHELLE
121 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3989

LAVDP11 89145

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FEB 24 2009

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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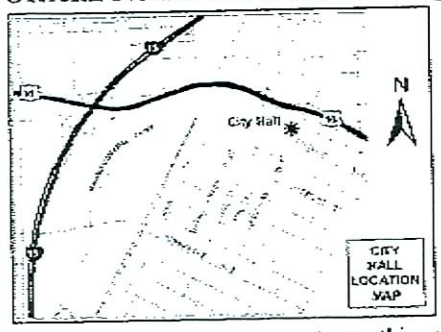
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 3/26/2009

Case: SDR-33010
13828411024
FRANK JAMES D & EVELYNE E
257 LUCKY STAR ST
LAS VEGAS NV 89145-3927

RECEIVED
MAR 19 2009

AAVDP11 89145

11

03/14/2009 15:47 7029409956 ART-PODORZER #0058 P.001 /001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 13 2009
MAILED FROM ZIPCODE 89101

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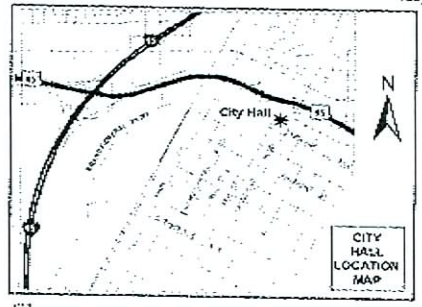

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 3/26/2009

Case: SDR-33010
13828415053
PODORZER ARTHUR
113 EMERALD FOREST ST #201
LAS VEGAS NV 89145-3984

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MAR 16 2009

89145

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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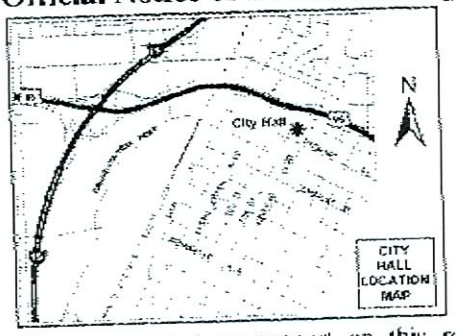

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SDR-33010

Planning Commission Meeting of 3/26/2009

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$ 00.39

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0804239954 MAR 13 2009
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Case: SDR-33010

13828411039
CORONA JOSE RUFO
10022 AMBER FIELD ST
LAS VEGAS NV 89178-8901

AAVDP11 89178

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MAR 16 2009

IIP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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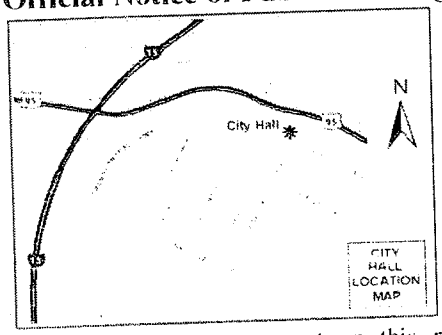

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SDR-33010
Planning Commission Meeting of 3/26/2009

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MAR 26 2009

Case: SDR-33010
13828415041
SWINGLE JOHN L & BONNIE J
6755 MIRA MESA BLVD
PMB 123-421
SAN DIEGO CA 92121-4392

AAVDP11 92121

After final agenda
3-26-09
Date
Item 11
IIP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 26 2009

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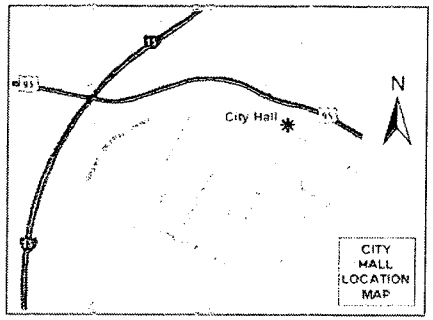

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Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 3/26/2009

Case: SDR-33010

13828412033
YOUNG FAMILY REVOCABLE LIV TR
608 BEAR GRASS ST
LAS VEGAS NV 89144-4492

AAUDF11 89144

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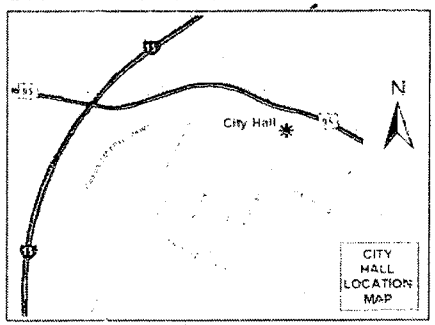
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-33010

Planning Commission Meeting of 3/26/2009

Traffic Increase!

AAVDS11 89145

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MAR 26 2009

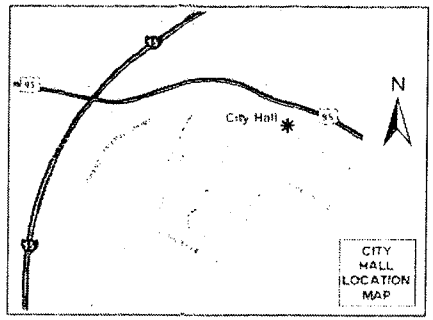
Case: SDR-33010
13833114028
SMITH WILLIAM F & MARGARET E
100 S CIMARRON RD
LAS VEGAS NV 89145-4702

11P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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SDR-33010

Planning Commission Meeting of 3/26/2009

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0004239954 MAR 13 2009
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MAR 26 2009

Case: SDR-33010

13828415036
ADAMS ANTHONY & CHARLOTTE
112 EMERALD FOREST ST #204
LAS VEGAS NV 89145-3983

AAUDP11 89145

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004239954 MAR 13 2009
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MAR 26 2009

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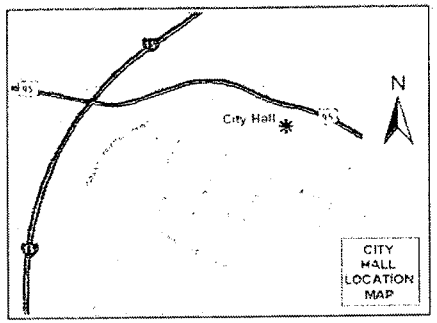

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 3/26/2009

Case: SDR-33010
13828412046
PETERSON WILLIAM L & DONNA M
204 STAR CLUSTER CIR
LAS VEGAS NV 89145-3948

AAUDP11 89145

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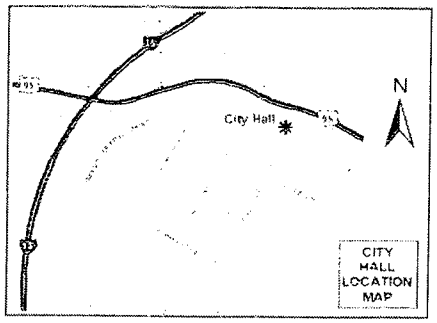
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I OPPOSE this Request

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SDR-33010

Planning Commission Meeting of 3/26/2009

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0004239954 MAR 13 2009
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MAR 26 2009

Case: SDR-33010

13828410020
DAVIS FAMILY TRUST
BOX 50 P M B 140
LAKE ARROWHEAD CA 92352-0000

AAUOF11 92352

11A

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

23 March 2009

TO: Las Vegas Planning Commissioners

Support

FROM : Charleston Neighborhood Preservation

RE the following Agenda items of the 3/26/09 meeting:

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas boundaries, therefore imposing a direct impact upon all wards.

#9. ZON-32514, #10. VAR -33012, and #11. SDR-33010:

We request your Approval for these 2 additional buildings provided fire and other safety codes are fully compliant with requirements for the fully occupied number of rooms plus the height of 3 stories which is highly dense occupation.

#14. SUP-32748:

We request your DISapproval of this application to change the legal 9 PM closing hour for massage establishments.

We request your DISapproval of this application to change the legal 400 ft. separation distance from a residential use.

#15. SUP-33189 and SDR-33191:

We request your Approval of the 'supper club' and 'on-site alterations'.

#21. SUP-33388:

We request your Approval of this proposed 'second hand dealer'.

#22. VAC-30172:

We request your DISapproval of this inappropriate request because the length of the 'portion' is not identified and vacation will impede traffic.

#23. SDR-33422:

Please vote Approval for this 'Major Ammendment'.

June Ingram
CNP President
and Board

RECEIVED
MAR 23 2009

11A

BOARD & ADVISORY MEMBERS

Dennis Ardine-Vicki Arnold-Dick Bratton-Juanita Clark- Miriam Een-Danielle Hanslip- Rose Honrath- June Ingram-Rick Johnson-Gene&Pearl Lonardo- Joan Lynch- Dorothy Orr- Pamela Stancliffe- Marcus Gobel- Layne Rushforth- Jeanine Sweany-Jean Withers-Others

MAR-23-2009 14:34 FROM: TO:3857268 P.1/1

FROM :CLIFF BRINK FAX NO. :7028694064 Mar. 15 2009 08:54AM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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MAR 13 2009
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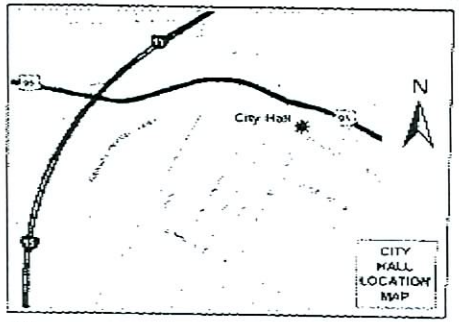
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 3/26/2009

13828810014 Case: SDR-33010
BRINK CLIFFORD R & ROCHELLE P
215 N CIMARRON RD
LAS VEGAS NV 89145-3917

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MAR 16 2009
PLANNING DEPARTMENT

AAV0511 89145

Mar. 15 2009 08:38AM P1
FAX NO. : 7025622992
FROM : JohnSarahKim

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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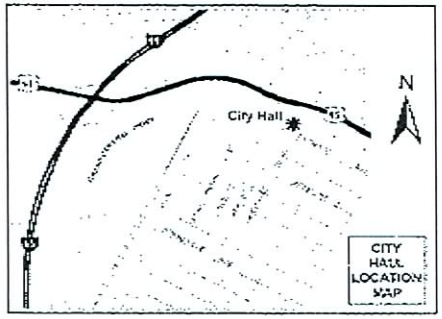
Official Notice of Public Hearing



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SDR-33010

Planning Commission Meeting of 3/26/2009

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Case: SDR-33010
13828413017
KIM JOHN J & SARAH S
8224 GOLF PLAYER
LAS VEGAS NV 89145-3964

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City of Las Vegas
Planning & Development Department
Development Services Center
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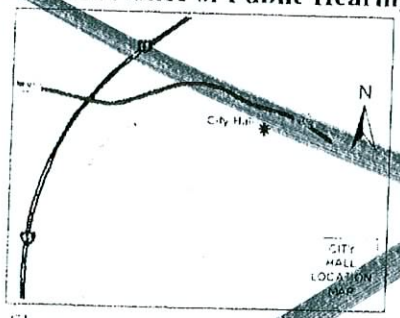

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-32514 & VAR-33012

Planning Commission Meeting of 3/26/2009

13828412045
ESTERLINE CAROL
7104 CORNFLOWER DR
LAS VEGAS NV 89128-3438

Case: ZON-32514

AAUDP11 A3128

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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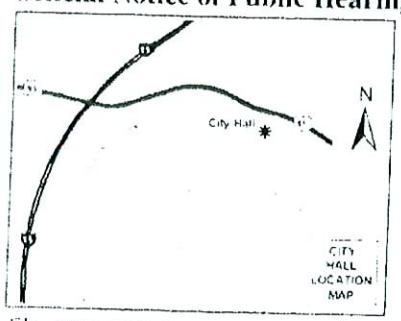

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SDR-33010

Planning Commission Meeting of 3/26/2009

13828412045
ESTERLINE CAROL
7104 CORNFLOWER DR
LAS VEGAS NV 89128-3438

Case: SDR-33010

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MAR 16 2009

AAUDP11 A3128

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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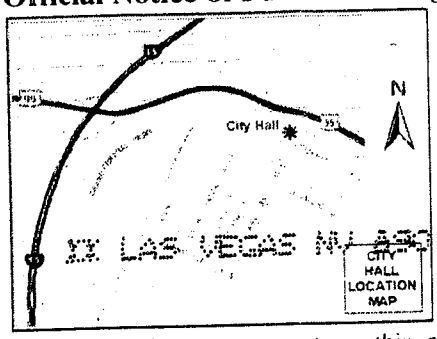

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FEB 23 2009

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Please use available blank space on card for your comments.

SDR-33010

Planning Commission Meeting of 2/26/2009

Case: SDR-33010
13828410020
DAVIS FAMILY TRUST
BOX 50 P M B 140
LAKE ARROWHEAD CA 92352-0000

25A

City of Las Vegas Agenda Item No.: **125.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

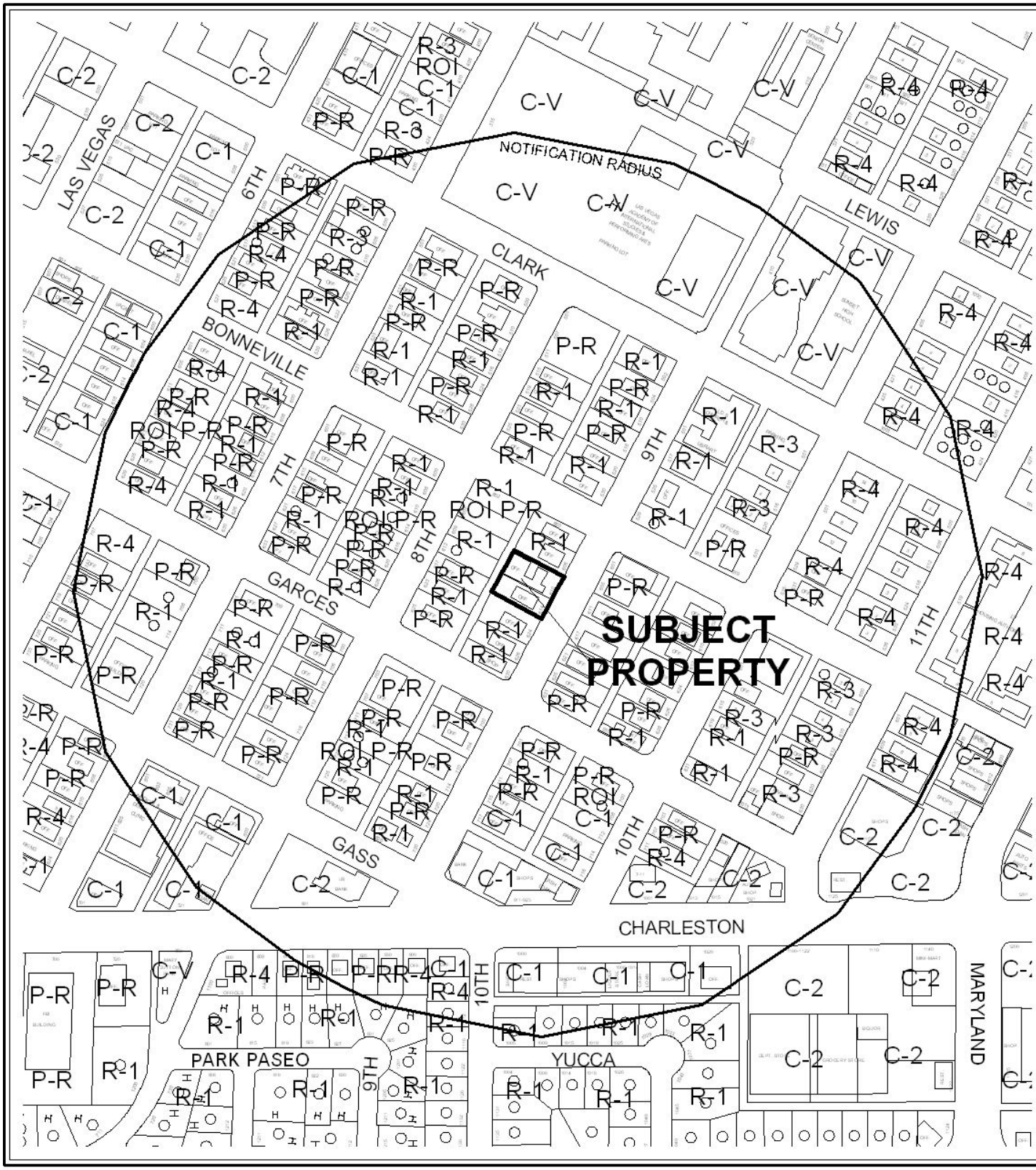
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-33240 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.35 acres at 610 South 9th Street (APNs 139-34-810-063 and 064), Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**6**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Condition (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 17



CASE: **ZON-33240**

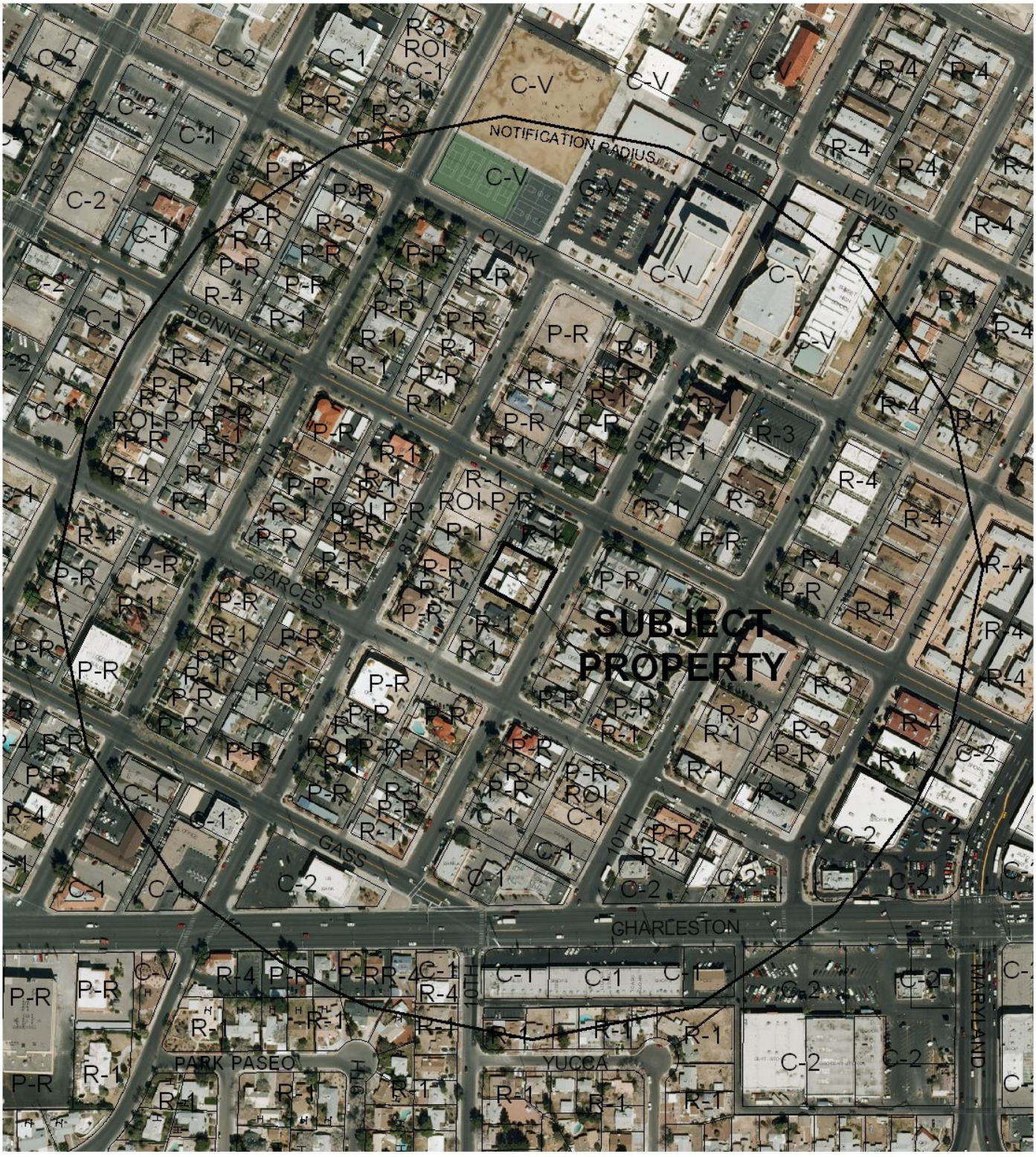
RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

N



CASE: **ZON-33240**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-33240 - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Reversionary Final Map (FMP-33197) shall be recorded prior to the adoption of the zoning ordinance.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for the Rezoning of property from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.35 acres located at 610 South 9th Street. The existing office use was permitted as a use within the R-1 (Single Family Residential) zoning district through Variances (V-0085-84 and V-0014-90) approved on 07/26/84 and 03/22/90, respectively. The subject property currently consists of one office building on two parcels, APNs 139-34-810-063 and 064. The applicant has submitted and received approval of the technical review for a Reversionary Final Map (FMP-33197), which will facilitate the combining of both parcels into one single parcel and eliminating the parcel line which runs through the center of the property. As the requested Rezoning to the P-R (Professional Office and Parking) district is consistent with the existing Mixed Use (MXU) General Plan designation, and the existing use will conform to both Title 19 and the General Plan, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/26/84	The Board of Zoning Adjustment approved a request for a Variance (V-0085-84) to allow law offices in an R-1 (Single Family Residential) Zone at 610 South 9th Street.
03/22/90	The Board of Zoning Adjustment approved a request for a Variance (V-0014-90) to allow a general business office and to allow a proposed two-story addition five feet from the south property line where a minimum of nine feet is required on properties located at 610 and 614 South 9th Street. Staff recommended approval of the general business office and denial of the setback reduction request.
04/03/90	The Planning and Development Department administratively approved a Plot Plan and Elevation Review [V-0014-90(1)] of an office building at 610 and 614 South 9th Street.
01/28/09	The Planning and Development Department administratively approved a request for a Reversionary Final Map (FMP-33197) for reversion to acreage of approximately 0.35 acres at 610 and 614 South 9th Street.
03/26/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #17/dc).
Related Building Permits/Business Licenses	
09/19/90	A building permit (#90083253) was issued for the demolition of an existing building at 614 South 9th Street. The permit was never finalized was and deemed inactive on 11/18/92.
10/10/90	A building permit (#90087289) was issued for a building addition at 610 South 9th Street. The permit received final approval on 05/17/91.

10/29/90	A building permit (#90087288) was issued for onsites for a building addition at 610 South 9th Street. The permit received final approval on 05/09/91.
05/21/01	A building permit (#01009045) was issued for patio cover/carport additions at 610 South 9th Street. The permit received final approval on 06/18/01.
08/29/05	A business license (#Q13-00256) was issued for a law office at 610 South 9th Street. The business license is still active.
01/06/09	A business license (#M18-04602) was issued for consulting at 610 South 9th Street. The business license is still active.
Pre-Application Meeting	
01/06/09	A pre-application meeting was held where the submittal requirements of a Rezoning were discussed with the applicant.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
02/19/09	A field check was conducted by staff at the subject site. The subject property was observed to be a well-maintained two-story office building with a residential character.

Details of Application Request	
Site Area	
Gross Acres	0.35

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office	MXU (Mixed Use)	R-1 (Single Family Residential)
North	Office	MXU (Mixed Use)	R-1 (Single Family Residential)
South	Office	MXU (Mixed Use)	R-1 (Single Family Residential)
East	Single-Family Residence and Undeveloped Lot	MXU (Mixed Use)	R-1 (Single Family Residential)
	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
West	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
	Office	MXU (Mixed Use)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Las Vegas High School Neighborhood Historic District	X		Y*
Downtown Redevelopment Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* There are no current design standards or guidelines which have been approved for this district.

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	15,236 SF	Y*
Min. Lot Width	60 Feet	115 Feet	Y*
Min. Setbacks			
• Front	20 Feet	20 Feet	Y*
• Side	5 Feet	5 Feet	Y*
• Rear	15 Feet	55 Feet	Y*
Max. Lot Coverage	50 %	35%	Y*
Max. Building Height	N/A	Existing	Y

* These figures represent both APNs 139-34-810-063 and 064 combined. A condition has been added requiring the applicant to record the Reversionary Final Map (FMP-33197) prior to the adoption of the zoning ordinance, which will join the two existing parcels.

ANALYSIS

This is a request for the Rezoning of property from R-1 (Single Family Residential) to P-R (Professional Office and Parking) on 0.35 acres located at 610 South 9th Street. The P-R (Professional Office and Parking) district is intended to allow for office uses in an area which is predominately residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single-family structures should be retained or new development in the P-R (Professional Office and Parking) district should be constructed to maintain a residential character. The P-R (Professional Office and Parking) district is consistent with the O (Office) category of the General Plan.

The subject property has a current General Plan designation of Mixed Use (MXU). The MXU (Mixed Use) designation allows for commercial uses that are normally allowed within the L (Low Density Residential), ML (Medium-Low Density Residential), M (Medium Density Residential), H (High Density Residential), O (Office), SC (Service Commercial) and GC (General Commercial) General Plan land use categories. The existing office building is compatible with this land use designation and the neighboring land uses, which are intended for lower intensity office related uses.

The existing office use on the subject property was permitted as a use within the R-1 (Single Family Residential) zone through Variances (V-0085-84 and V-0014-90) approved on 07/26/84 and 03/22/90, respectively. While the existing use Variance (V-0085-84) is legally valid, the proposed Rezoning of these parcels will further bring this existing use into compliance with the current requirements of Title 19. Additionally, the subject property consists of two parcels, APNs 139-34-810-063 and 064. The applicant has submitted and received approval of the technical review for a Reversionary Final Map (FMP-33197), which will facilitate the combining of both parcels into one single parcel and eliminating the parcel line which runs through the center of the property. A condition has been added requiring the applicant to record the Reversionary Final Map (FMP-33197) prior to the adoption of the zoning ordinance. Staff finds that the proposed Rezoning is consistent with the existing MXU (Mixed Use) General Plan designation and the existing P-R (Professional Office and Parking) zoning districts to the east and west and recommends approval of this Rezoning application.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The requested Rezoning to the P-R (Professional Office and Parking) is consistent with the existing MXU (Mixed Use) General Plan designation, and the existing use will conform to both Title 19 and 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 uses allowed by the requested zoning district will be compatible with the surrounding office uses to the north, south, east and west. The existing office use has been in existence on the subject site since 1984.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

Growth and development factors indicate a need for low intensity commercial and professional office activities to locate in this area. Given the existing General Plan designation of MXU (Mixed Use) on the subject site, the rezoning to the P-R (Professional Office and Parking) zoning district is appropriate for the 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."**

The site is accessed by 9th Street, a 60-foot Local Street, as denoted by the Master Plan of Streets and Highways, which is adequate for the existing use on site.

PLANNING COMMISSION ACTION

The applicant agreed to all conditions at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

NOTICES MAILED 185 by City Clerk

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-33240** APN: 139-34-810-063 & 064

Name of Property Owner: Wayne Dean & Nancy M. Somers 50% and Dean & Ilana Kylm Hardy

Name of Applicant: Hardy Hardy & McNicholas Law Offices

Name of Representative: Advanced Engineering Attn: Aimee Ignatowicz

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official:

Partner(s):

APN:

Signature of Property Owner: [signature]

Print Name: DEAN A. HARDY

Subscribed and sworn before me

This 14th day of January, 20 09

[signature]

Notary Public in and for said County and State

STATE OF NEVADA
County of Clark
WINDREM
No: 96-2435-1
Expires: Aug 24, 2012



City of Las Vegas

Zoning

Parcels
13934810063
13934810064

From R-1 To P-R

U	P-R
R-A	N-S
R-E	O
R-D	C-D
R-PD	C-1
R-1	C-2
R-MH	C-M
R-CL	M
R-2	C-V
R-3	C-PB
R-4	P-C
R-5	PD
R-MHP	TC

RECEIVED

JAN 29 2009

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

Printed January 29, 2009

PLANNING & DEVELOPMENT

ZON-33240
03/26/09 PC



ZON-33240 - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL
610 SOUTH 9TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



ZON-33240 - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL
610 SOUTH 9TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



ZON-33240 - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL
610 SOUTH 9TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



ZON-33240 - APPLICANT/OWNER: DEAN HARDY AND ILANA KLYM, ET AL
610 SOUTH 9TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/19/09

HARDY & HARDY
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

WAYNE J. HARDY
DEAN A. HARDY
NANCY M. SOMERS, OF COUNSEL

610 SOUTH NINTH STREET
LAS VEGAS, NEVADA 89101

PHONE:(702) 366-1366
FAX:(702) 384-6016
www.hardylawlv.com

December 22, 2008

City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, Nevada 89101

REZONING JUSTIFICATION LETTER

This letter is being submitted in connection with our rezoning application for the property located at 610 South Ninth Street. We are requesting that the zoning be changed from the current designation of R-1 to P-R (Professional). We have been the owners of this property since 1989. The property has been used as a law office since that time. In 1990, we acquired the adjacent property at 614 South Ninth Street and expanded our offices into that location.

In connection with the expansion of our offices, we were granted a variance to allow a general business office use at this location. See attached City of Las Vegas letter dated March 27, 1990 (V-14-90).

Both properties have been continuously used to conduct a law office business since the variance was granted in 1990.

We currently have the property listed for sale. Our realtor has informed us that the property would be more marketable if the zoning designation was changed to Professional.

The prevailing use for property in the surrounding area of the site address is Professional/ Commercial. In the three blocks on Ninth Street between Charleston and Clark, which includes the subject site address, there are approximately 35 separate properties. Of those properties, only two appear to be used as single family residences. Therefore, the zone change for this location will be consistent with almost all use of property in the surrounding area and will also be consistent with the use that has been made of this location since 1990 pursuant to the variance granted on March 27, 1990.

RECEIVED
JAN 29 2009

Sincerely,

HARDY & HARDY
A Professional Corporation

Wayne J. Hardy

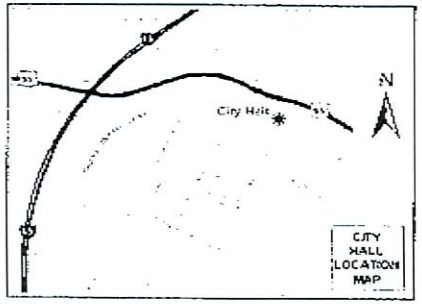
WJH/ka
Enclosure

ZON-33240
03/26/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33240

Planning Commission Meeting of 3/26/2009

PRESORTED FIRST CLASS

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NITZ WALTON & HEATON, LTD.

Case: ZON-33240

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601 BUILDING L L C
601 S 10TH ST
LAS VEGAS NV 89101-7027

AAVDP11 89101

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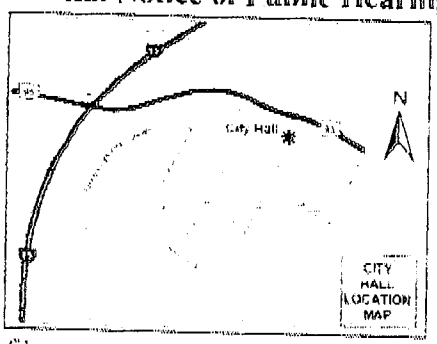
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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ZON-33240

Planning Commission Meeting of 3/26/2009

13934810093 Case ZON-33240
KIM WONSON & HAESOOK
2101 S WATSON ST
LA HABRA CA 90631-9518

AAVDP11 90631

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after final agenda
Date 3-26-09 Item 17
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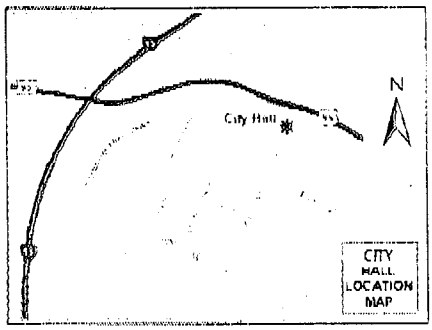
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101 2986

Return Service Requested

Official Notice of Public Hearing



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ZON-33240

Planning Commission Meeting of 3/26/2009

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13934810093
KIM WONSON & HAESOOK
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AAUDP11 90631

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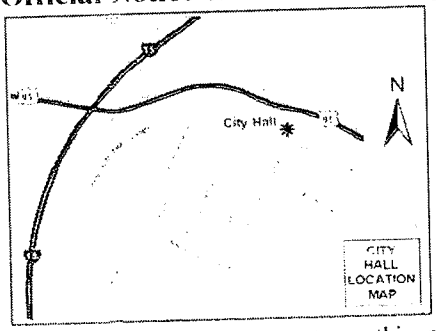

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☐ I OPPOSE this Request

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ZON-33240

Planning Commission Meeting of 3/26/2009

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Case: ZON-33240
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LAS VEGAS NV 89120-3157

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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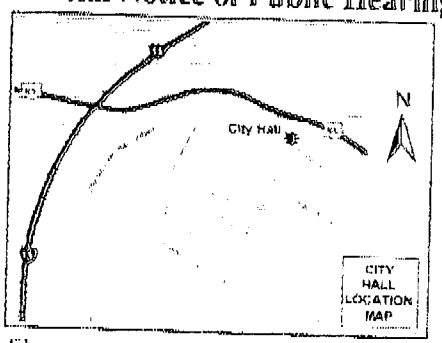
Official Notice of Public Hearing



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ZON-33240
Planning Commission Meeting of 3/26/2009

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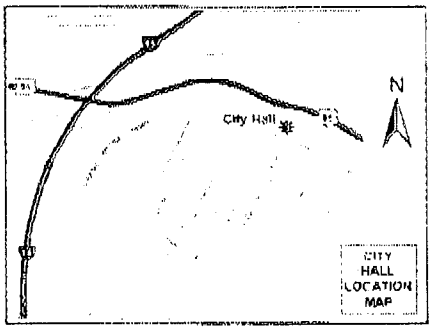

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33240

Planning Commission Meeting of 3/26/2009

Case: ZON-33240

13934810092
KIM WONSON & HAESOCK
2101 S WATSON ST
LA HABRA CA 90631-9518

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City of Las Vegas Agenda Item No.: **126.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

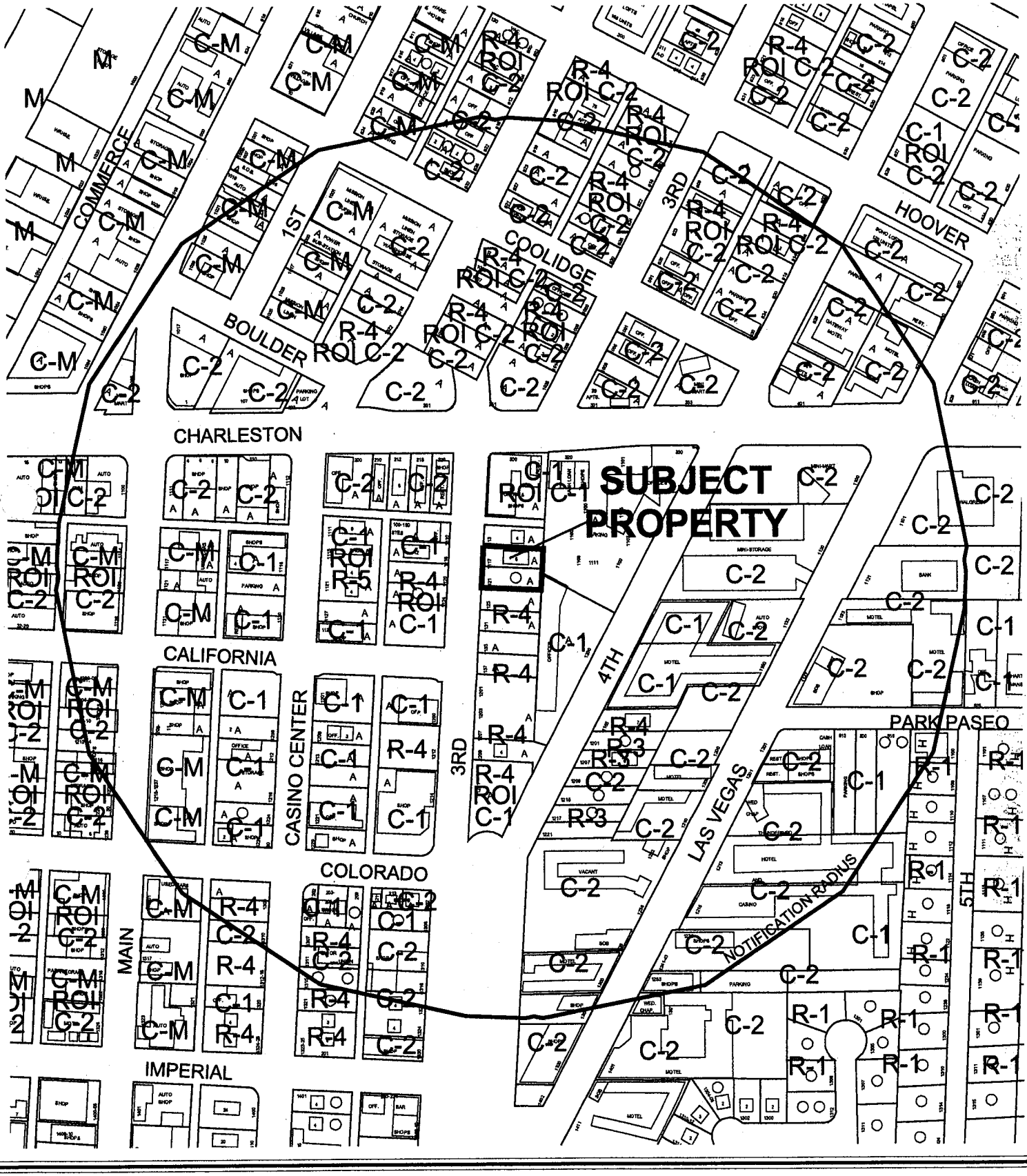
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-33588 - REZONING - PUBLIC HEARING - APPLICANT: LV LAND PARTNERS - OWNER: OEHLER 1992 TRUST - Request for a Rezoning FROM: R-4 (HIGH DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.32 acres generally located along the east alignment of 3rd Street approximately 210 feet south of Charleston Boulevard (APNs 162-03-110-003 and 004), Ward 3 (Reese). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 37



CASE: **ZON-33588**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 Feet

Submitted at Planning Commission

Date 4/9/09 Item 37

N



CASE: **ZON-33588**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ZON-33588 - APPLICANT: LV LAND PARTNERS - OWNER: OEHLER 1992 TRUST

** CONDITIONS **

The Planning Commission (5-0-1/rt vote) and staff recommend APPROVAL.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request to Rezone 0.32 acres of property from an R-4 (High Density Residential) zoning district to a C-1 (Limited Commercial) zoning district. The subject site is generally located on the east side of 3rd Street, approximately 210 feet south of Charleston Boulevard. It is the applicant's intent to consolidate the three parcels and to seek entitlements for a Mixed-Use development in the near future.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/15/64	The Board of City Commissioners approved a request for a reclassification of property (Z-0163-63) from the R-4 (Apartment Residence) zoning district to the C-1 (Limited Commercial) zoning district. The City Planning Commission recommended approval on 01/15/64.
08/17/66	The Board of City Commissioners approved the petition to Vacate (VAC-11-66) the alley between 3rd and 4th Street in the Boulder Addition, generally located between Charleston Boulevard and 4th Place. NOTE: 4th Place previously consisted of a cul-de-sac, adjacent to the south side of Charleston Boulevard, which has since been vacated.
12/28/04	Code Enforcement Case #24788 issued for illegal temporary structures (plastic tents located in rear yard) at 1121 South 3rd Street. This case was resolved on 03/22/05
05/16/07	The City Council approved the petition to Vacate (VAC-20522) an alley and a public access easement at 300 and 330 East Charleston Boulevard. NOTE: This Vacation expired on 05/16/08.
11/05/08	The City Council approved the petition to Vacate (VAC-29235) an alley and a public access easement at 300 and 330 East Charleston Boulevard.
04/09/09	The Planning Commission voted 5-0-1/rt to recommend APPROVAL (PC Agenda Item #37/mh).
Related Building Permits/Business Licenses	
11/15/83	Business license (#A07-00691) was issued for apartment rentals at 1113 S. 3rd Street.
09/05/07	Business license (#Q01-00806) was issued for a real estate agent at 1113 S. 3rd Street. This license is issued under a Home Occupation Permit.

Pre-Application Meeting	
02/11/09	A pre-application meeting was held to discuss the applicant's request for a Rezoning, Special Use Permit, and Site Development Plan Review. The applicant was made aware of outstanding issues regarding the vacated alley adjacent to the north of the subject site that will need to be addressed prior to the review of the Special Use Permit and Site Development Plan Review requests.

Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
09/03/08	A field check was made by staff with the following observations: • There area two small four-plexes and a single-family dwelling each located on a separate lot. • Vehicular access to the two four-plexes is provided at the rear while access to the single-family dwelling is provided via curb cut located on 3rd Street. • The general condition of the three properties is poor with a deficiency in adequate landscaping and groundcover. • The streetscape along the subject site, consisting of a five-foot wide sidewalk and five-foot wide amenity zone with 25-foot tall Date Palms, is in the process of being constructed by the City of Las Vegas.

Details of Application Request	
Site Area	
Gross Acres	0.32

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Apartment Fourplexes	MXU (Mixed Use)	R-4 (High Density Residential)
North	Office	MXU (Mixed Use)	C-1 (Limited Commercial)
South	Undeveloped (Proposed Mixed-Use Development SDR-10143)	MXU (Mixed Use)	R-4 (High Density Residential)
East	Parking Lot and Office	C (Mixed Use)	C-1 (Limited Commercial)
West	Undeveloped and Office	MXU (Mixed Use)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Downtown Centennial Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Overlay District - 18b The Las Vegas Arts District	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		NA*

Trails		X	NA
Rural Preservation Overlay District		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

***There are no proposed or existing Live/Work units related to this rezoning request.

Redevelopment Plan Area – The subject site is located within the boundaries of the Las Vegas Redevelopment Plan Area and supports the objectives and goals for urban redevelopment.

Downtown Centennial Plan (18b The Las Vegas Arts District) – The subject site is within 18b The Arts District. This district is intended to accommodate a wide variety of commercial and residential uses within a dense, urban environment with its own unique design standards. The proposed project is consistent with the goals and objectives of the Downtown Centennial Plan.

Downtown Overlay District – The subject site is located within the Downtown Overlay District. The intent of the Downtown Overlay District is to establish special design standards for development within the City's established urban core.

Live/Work Overlay – The subject site is within the Live/Work Overlay district. The proposed development will not offer any housing options; therefore, the project is not impacted by the Live/Work standards as outlined in Title 19.06.030.

ANALYSIS

Land Use and Zoning

The request to rezone the site from R-4 (High Density Residential) to C-1 (Limited Commercial) would allow, with the approval of a Special Use Permit, a combination of the medium to high density residential use with office, personal service, and retail uses of a limited character. The C-1 (Limited Commercial) zoning district would provide the broadest scope of compatible services for both the City and 18b The Las Vegas Arts District. The requested C-1 (Limited Commercial) zoning district is appropriately located between existing commercial uses to the north, east, and west and the high density residential use to the south and is consistent with the MXU (Mixed-Use) land use designation of the General Plan; therefore, staff recommends approval.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **"The proposal conforms to the General Plan."**

   The proposed C-1 (Limited Commercial) zoning district conforms to the underlying MXU (Mixed Use) land use designation. In addition, the proposed Rezoning from an R-4 (High Density Residential) to a C-1 (Limited Commercial) zoning district will allow for the increase in urban intensity that is anticipated and encouraged for 18b The Las Vegas Arts District portion of the Downtown Centennial 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 proposed Rezoning from an R-4 (High Density Residential) to a C-1 (Limited Commercial) zoning district would be compatible with the C-1 (Limited Commercial) zoned parcels to the north, east, and west, while remaining compatible with the R-4 (High Density) zoned property to the south.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

   Growth and development factors within the 18b The Las Vegas Arts District indicate the need and appropriateness of the proposed Rezoning to a C-1 (Limited Commercial) zoning district. The applicant has communicated the intent to seek entitlements in the near future for an anticipated mixed-use development on the subject property.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

   Access to the site is provided from 3rd Street, which changes from an 80-foot wide Local Street to an 80-foot wide Secondary Collector south of Charleston Boulevard, as designated by the Master Plan of Streets and Highways. The existing street facilities are adequate in size to meet the requirements of the proposed C-1 (Limited Commercial) zoning district, which will intensify the land use and increase the associated vehicular traffic.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 128 by City Clerk

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-33588** APN: 162-03-110-002, 003, 004

Name of Property Owner: OEHLER 1992 TRUST and OEHLER ROBERT J & MARILYN CO

Name of Applicant: Barnet Liberman

Name of Representative: APTUS Architecture

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Marilyn A Oehler

Print Name: MARILYN A. OEHLER

Subscribed and sworn before me

This 13th day of FEB., 2007

Amber Calixto

Notary Public in and for said County and State

AMBER CALIXTO
Notary Public State of Nevada
No. 07-1654-1
My appt. exp. Dec. 5, 2010

Site and Project Information

SITE DATA



SITE PLAN

RECEIVED
MAR 06 2009

ZON-33588 SUP-33590
SDR-33587 04/09/09 PC
REVISED

Aquarius Apartments @ 3rd Street

Site Development Review

3rd and Charleston
Las Vegas, Nevada 89104

APTUS Architecture

VICINITY
ZONING PLAN

AS101



ZON-33588 - APPLICANT: LV LAND PARTNERS - OWNER: OEHLER 1992 TRUST
ALONG THE EAST ALIGNMENT OF 3RD STREET APPROXIMATELY 210 FEET SOUTH OF CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/12/09



ZON-33588 - APPLICANT: LV LAND PARTNERS - OWNER: OEHLER 1992 TRUST
ALONG THE EAST ALIGNMENT OF 3RD STREET APPROXIMATELY 210 FEET SOUTH OF CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/12/09



ZON-33588 - APPLICANT: LV LAND PARTNERS - OWNER: OEHLER 1992 TRUST
ALONG THE EAST ALIGNMENT OF 3RD STREET APPROXIMATELY 210 FEET SOUTH OF CHARLESTON BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/12/09

APTUS|Architecture

March 5, 2009

City of Las Vegas
Planning and Development Department
731 S. Fourth Street
Las Vegas, NV 89101

APN: 162-03-110-002
162-03-110-003
162-03-110-004

Re:

a Rezoning
b. Site Development Review
c. Special Use Permit for Mixed Use
d Waiver of Required Stepbacks
e. Waiver of Sidewalk Width
f. Waiver of required Landscape Buffers

To Whom It May Concern:

We respectfully submit this application for a Rezoning, Site Development Review, Special Use Permit and Waiver for the project now known as Aquarius Apartments at Third. This is a mixed use project containing ground floor commercial and "for-rent" residences above the ground floor on 3rd Street just south of Charleston. These parcels are currently zoned C-1 and R-4 and are in the Downtown Centennial Plan. We are requesting that all of the properties be rezoned to C-1 to provide continuity throughout the site.

The project is a mixed-use 16 story project and will be 185' feet in height. The commercial space is located on the ground and second floor with 7,500 SF and 14,000 sf respectively. Public parking for the retail is not provided in the attempt to create a walkable corridor within the downtown area. Public transportation is also available on Las Vegas Boulevard and Charleston as well as the future ACE bus system which will proceed down Third Street. Ingress and Egress into the site will be off of 3rd Street and a cross access agreement will be filed with the landowner to the east.

This project will have stone veneer and insulated glazing at the ground level retail portion of the building, transitioning to a cementitious preformed panel for the upper stories. We are asking for a waiver of the required stepbacks due to the nature of the building systems used. All mechanical equipment will be fully screened from view. We are also requesting a waiver for a 5' sidewalk along Third where 10' is required. The sidewalk is existing and was recently constructed by the City of Las Vegas. We are also requesting a waiver of the landscape buffer of 0' for a portion of the south property line and 3'-2" along the east property line where 8' is required.

The owner desires to provide much needed attainable rental housing within the downtown area of the city. To compliment approximately 238 units will be ground floor commercial space. This residential and commercial development will be an asset to the city by helping to spur additional revitalization and reinforcing redevelopment in an area which has already begun a transformation.

We have made every attempt to try and follow City of Las Vegas Title 19 as well as the Centennial Plan as closely as possible in the design and layout of this site. Please join us in our attempt to bring much-needed high caliber product into downtown and to Las Vegas residents.

Respectfully Submitted,

Kristen G. Neuman

ZON-33588 SUP-33590
SDR-33587 04/09/09 PC
REVISED

Kristen G. Neuman, AIA
APTUS Architecture
1200 South 4th Street, Suite 206, Las Vegas, Nevada 89104 P 702.839.1200 F 702.839.1213 info@aptusarchitecture.com

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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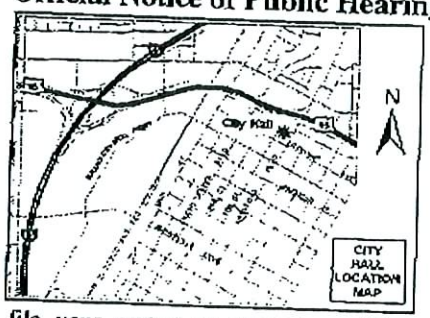
MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33588

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 02 2009

13934410099 Case: ZON-33588
CAVIGLIA DENNIS G & C M MARTL TR
%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872

37A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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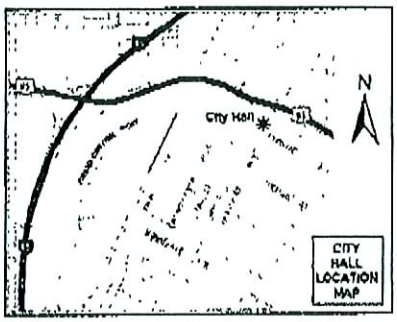
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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APR 02 2009

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BY:

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[V] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-33588
Planning Commission Meeting of 4/9/2009

Case: ZON-33588
16203112002
DOWNTOWN MINI STORAGE PARTNERS
1120 LAS VEGAS BLVD S
LAS VEGAS NV 89104-1312

37A

City of Las Vegas Agenda Item No.: **127.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

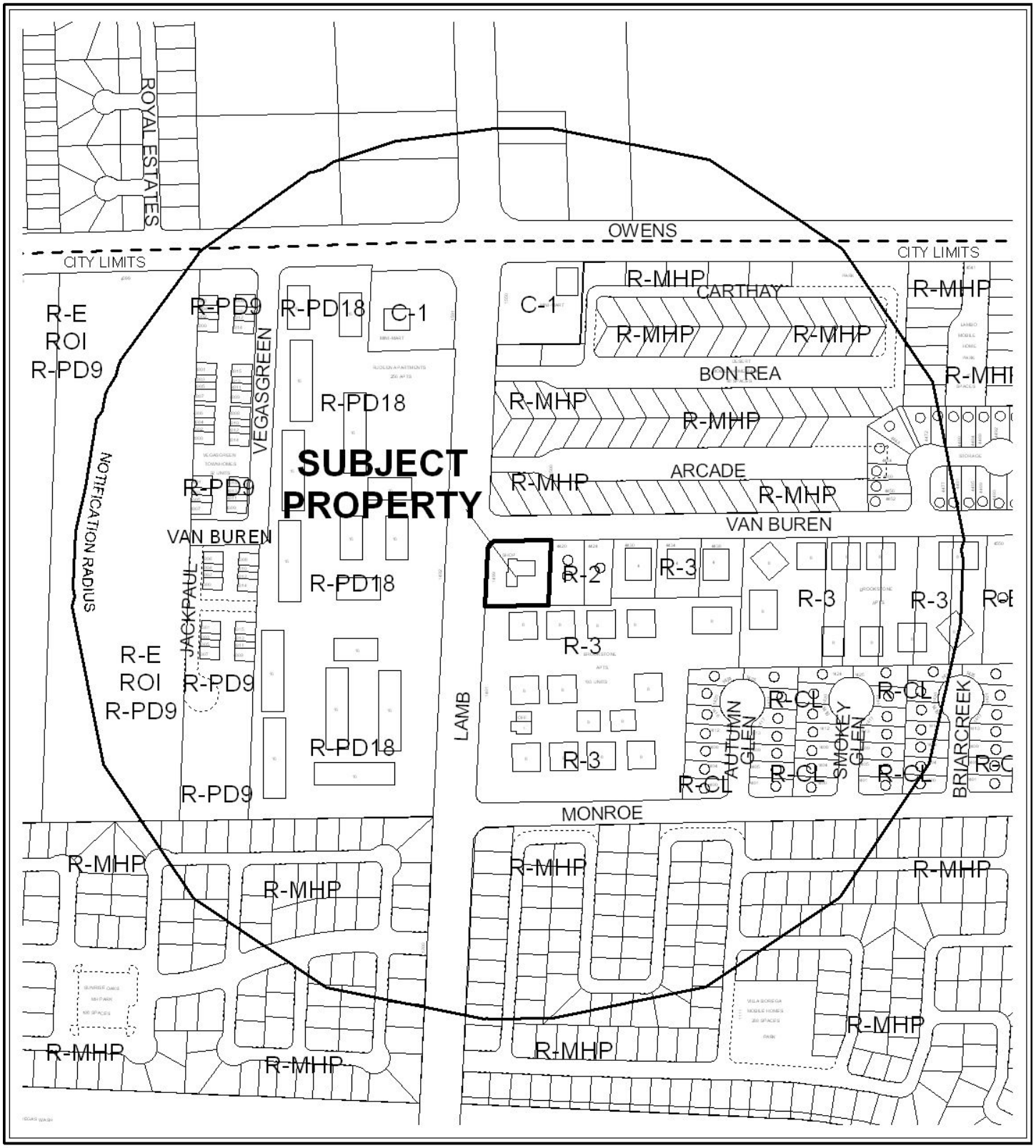
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-32873 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA – Appeal filed from the denial by the Planning Commission of a request for a Variance TO ALLOW 16 PARKING SPACES WHERE 24 ARE REQUIRED FOR THE CONVERSION OF 500 SQUARE FEET OF OFFICE TO A RESTAURANT USE on 0.56 acres at 1499 North Lamb Boulevard (APN 140-29-101-006), N-S (Neighborhood Service) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**55**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Appeal Letter filed by TC Ayala Planning & Development
7. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 13



CASE: **VAR-32873**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: N-S (NEIGHBORHOOD SERVICE)

N



CASE: VAR-32873

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: N-S (NEIGHBORHOOD SERVICE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-9895) and Site Development Plan Review (SDR-9894) shall be required, if approved.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow 16 parking spaces where 24 are required for the conversion of 500 square feet of Office to a Restaurant use on 0.56 acres at 1499 North Lamb Boulevard. This represents a 33.3% deviation from the standard. The proposed conversion of 500 square feet of Office to a Restaurant use represents a significant increase in the amount of required parking. Staff finds that this request is the result of a self-imposed hardship as the applicant is proposing a new use which is too intense for the subject site; therefore, denial of this request is recommended.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/28/83	The Board of Zoning Adjustment approved a request for a Variance (V-0069-83) to allow a Child Care Facility with a maximum of 40 children at 4400 East Van Buren Avenue.
09/22/83	The Board of Zoning Adjustment approved a Review of Condition [V-0069-83(1)] to delete Condition #4 of an approved Variance which requires a sprinkler system for landscaping at 4400 East Van Buren Avenue.
09/22/88	The Board of Zoning Adjustment approved a Variance (V-0114-88) to change the legal frontage of the property from Van Buren Avenue to Lamb Avenue and a Plot Plan Review [V-0114-88(1)] for a proposed building addition located at 4400 East Van Buren Avenue.
11/20/90	The Board of Zoning Adjustment approved a Review of Condition [V-0114-88 (2)] to reduce required parking on property located at 1499 North lamb Boulevard.
02/01/06	The City Council approved a request for a Rezoning (ZON-9895) from R-E (Residence Estates) to N-S (Neighborhood Service) and a Site Development Plan Review (SDR-9894) for an existing 1,929 square-foot commercial building and a Waiver to allow a trash enclosure eight feet from a residential property line where 50 feet is the minimum distance allowed at 1499 North Lamb Boulevard. The Planning Commission and staff recommended approval of these requests.
03/26/09	The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #13/dc).

Related Building Permits/Business Licenses	
c. 1957	A single-family residence was constructed on the subject property.
08/25/06	A building permit (#06005527) was issued for a tenant improvement at 1499 North Lamb Boulevard, consisting of both suites on-site. The permit received final approval 04/11/07.

08/25/06	A building permit (#06005526) was issued for a façade addition at 1499 North Lamb Boulevard. The permit received final approval 03/23/07.
12/13/06	A building permit (#06007356) was issued for a trash enclosure with roof. The permit received final approval on 04/04/07.
12/13/06	A building permit (#06007355) was issued for onsite improvements and hardscapes at 1499 North Lamb Boulevard. The permit expired 09/29/07 without receiving final approval.
02/15/07	A building permit (#07000621) was issued for a sign at 1499 North Lamb Boulevard. The permit received final approval on 02/23/07.
04/27/07	A business license (#C07-03683) was issued for a clothing store at 1499 North Lamb Boulevard Suite #110. The license was marked out on 06/27/07.
05/03/07	A business license (#B05-03402) was issued for a two-station nail salon at 1499 North Lamb Boulevard Suite #120. The license is still active.
05/03/07	A business license (#B08-01189) was issued for beauty product sales at 1499 North Lamb Boulevard Suite #120. The license is still active.
05/04/07	A business license (#B05-03044) was issued for a six-chair beauty salon at 1499 North Lamb Boulevard Suite #120. The license is still active.
05/04/07	A business license (#B08-01192) was issued for beauty product sales at 1499 North Lamb Boulevard Suite#120. The license is still active.
08/03/07	A business license (#I04-03455) was issued for an insurance office at 1499 North Lamb Boulevard Suite #110. The license was marked out on 11/05/08.
11/19/07	A business license (#R05-00563) was issued for a hot dog stand at 1499 North Lamb Boulevard Suite #120. The license is still active.
Pre-Application Meeting	
12/30/08	A pre-application meeting was held with the applicant where the submittal requirements of a Parking Variance were discussed.
Neighborhood Meeting	
A neighborhood meeting was not held, nor was one required.	

Field Check	
02/18/09	A field check was conducted by staff at the subject site. The subject property was observed to currently house a beauty salon, nail shop and an accounting office. No business license was found for the accounting firm. Several non-permitted temporary signs (advertising flags and a portable sign) were noted on-site. Additionally, the employee patio at the southeast corner of the building has been converted into two parking spaces which do not meet the requirements of Title 19.10.

Details of Application Request	
Site Area	
Gross Acres	0.56

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Retail	SC (Service Commercial)	N-S (Neighborhood Service)
North	Mobile Home Park	M (Medium Density Residential)	R-MHP (Residential Mobile/Manufactured Home Park)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Duplex	M (Medium Density Residential)	R-2 (Medium-Low Density Residential)
West	Multi-Family Residential	M (Medium Density Residential)	R-PD18 (Residential Planned Development – 18 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Personal Service – Barber/ Beauty Shop	6 Chairs	2 spaces/barber chair	12				

General Personal Service – Nail Salon	2 Stations	2 spaces/ station	4				
Restaurant, Less than 2,000 square feet (without Drive-Through)	500 SF	1 space/50 sf of public seating and waiting, 1 space/each 200 sf of remaining floor area with a min. of 10 spaces required	10				
*(Office, Other than Listed)*****	*(500 SF)*****	*(1 space/300 SF)*****	*(2)*****				
SubTotal			23	1	15	1	N*
TOTAL			24***		16		N*
Loading Spaces			0		0		Y**
Percent Deviation					33.3%		N*

* The applicant has submitted this Variance to allow 16 parking spaces where 24 are required.

** Site Development Plan Review (SDR-9894) was approved to allow zero loading zones on the subject property.

*** When calculating the required parking for the subject site, staff followed the guidelines of Title 19.10.010(C)(1) which states, "for any change of use that requires an increase in the number of required parking spaces, only the increased number of parking spaces shall be required." There are 16 existing parking spaces. The proposed Restaurant use has a current parking requirement of 10 parking spaces; two of the spaces are already provided on-site for the previous Office use, leaving a deficiency of 8 spaces for the proposed Restaurant use, and an overall requirement of 24 spaces for the center.

**** These figures represent the required parking for the previous office use on site. The required spaces from this use are subtracted from the parking requirements of the existing and proposed uses.

ANALYSIS

This is a request for a Variance to allow 16 parking spaces where Title 19.04.010 requires 24 spaces for the conversion of an existing 500 square feet of Office space to a Restaurant use. The 500 square-foot suite proposed for the conversion is located within an existing 1,929 square-foot commercial building, which currently houses an existing beauty salon and nail salon. A previous Site Development Plan Review (SDR-9894) approved 16 parking spaces for a beauty salon and 729 square feet of office at the subject property. The applicant has since reduced the Office area

from 729 square feet to 500 square feet, and placed a nail salon within the 229 square feet of former Office space. The applicant is now proposing to convert the remaining 500 square feet of Office space to a Restaurant use.

The proposed Restaurant requires 10 parking spaces, at a ratio of one parking space per 50 square feet of public seating and waiting area and one parking space for each 200 square feet of remaining floor area with a minimum of 10 spaces required. As the proposed Restaurant is only 500 square feet, 10 parking spaces are required. When calculating the required parking for the subject site, staff followed the guidelines of Title 19.10.010(C)(1) which states, "for any change of use that requires an increase in the number of required parking spaces, only the increased number of parking spaces shall be required." There are 16 existing parking spaces. The proposed Restaurant use has a current parking requirement of 10 parking spaces; two of the spaces are already provided on-site for the previous Office use, leaving a deficiency of 8 spaces for the proposed Restaurant use, and an overall requirement of 24 spaces for the center.

Staff notes that the applicant has indicated two additional 90-degree parking spaces at the southeast corner of the existing building. A field check confirmed that two parking spaces have been constructed in this area; however, these parking spaces do not meet the minimum requirements of Title 19.10 and can not be counted as additional parking. The driveway aisle which serves these parking spaces was verified as being only 15 feet in width, whereas Title 19.10 requires a minimum width of 24 feet for 90-degree parking spaces accessed by a one-way driveway aisle. Additionally, no modification to the approved Site Development Plan Review was performed to permit these parking spaces, and this area had originally been designated as an employee patio at the time this building was approved. As these parking spaces at the southeast corner of the building do not meet the minimum requirements of Title 19.10, they cannot be counted towards the required site parking.

Staff finds that the proposed conversion of 500 square feet of Office to a Restaurant use to be a much more intense use than what was originally approved for the existing site. This conversion creates the need for an additional eight parking spaces within a commercial center that only offers a total of 16 parking spaces for all of its' tenants. Staff finds that this request is the result of a self-imposed hardship as the applicant is proposing a new use which is too intense for the subject site; therefore, denial of this request is recommended.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L 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 reallocating approved office space to a more-intense restaurant use. Utilizing the building within the parameters as to which it was originally approved 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.

PLANNING COMMISSION ACTION

There were four speakers in opposition of this project at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 2

ASSEMBLY DISTRICT 14

SENATE DISTRICT 2

NOTICES MAILED 101 by City Clerk

APPROVALS 2

PROTESTS 2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Numbe **VAR-32873** APN: 140-29-101-006

Name of Property Owner: ANTONIO SOSA

Name of Applicant: TIM C. AYALA

Name of Representative: SAME AS ABOVE

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 _____V_____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Antonio Sosa

Print Name: ANTONIO SOSA

Subscribed and sworn before me

This 24 day of NOVEMBER, 2008

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
ZENIA CARRASCO
My Appointment Expires
August 18, 2009
No: 01-70864-1

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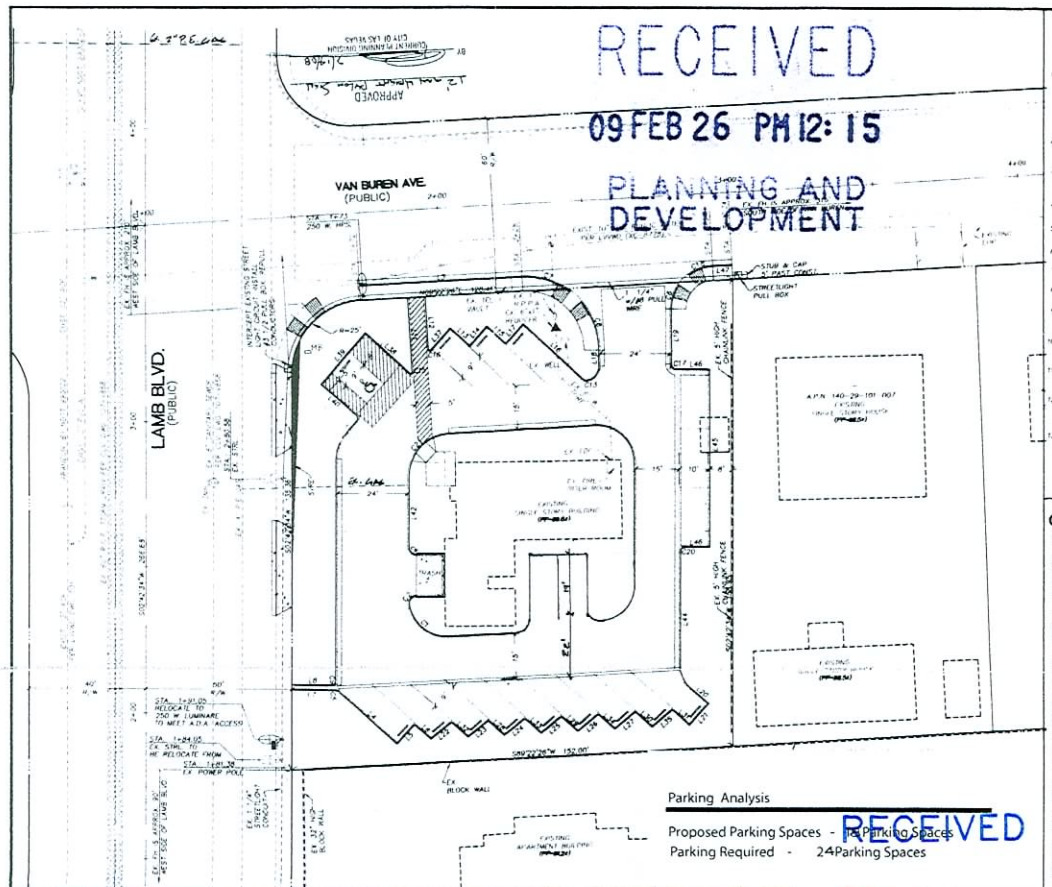
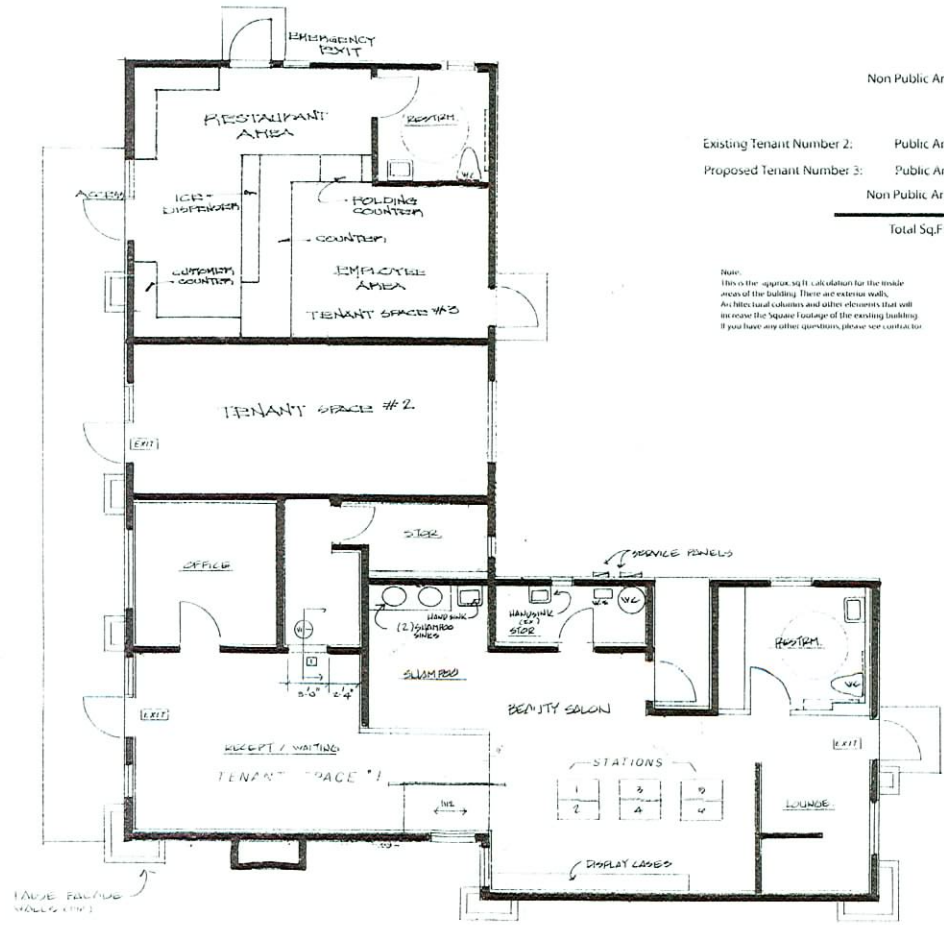
PLANNING AND DEVELOPMENT



Existing Building Analysis

Existing Tenant Number 1:	Public Area:	364 Sq.Ft.	Lobby
		100 Sq.Ft.	Office
		45 Sq.Ft.	Shampoo Area
		320 Sq.Ft.	Beauty Salon
		160 Sq.Ft.	Customer Restroom
	Non Public Area:	112 Sq.Ft.	Lounge
		66 Sq.Ft.	Storage
		72 Sq.Ft.	Hallway
Existing Tenant Number 2:	Public Area:	250 Sq.Ft.	Office Area
Proposed Tenant Number 3:	Public Area:	166 Sq.Ft.	Restaurant donut shop
	Non Public Area:	334 Sq.Ft.	Restaurant Equipment
	Total Sq.Ft.:	1,989 Sq.Ft.	Inside area

Note:
This is the approx sq ft calculation for the inside areas of the building. There are exterior walls, Architectural columns and other elements that will increase the square footage of the existing building. If you have any other questions, please see contractor



NEW CONSTRUCTION

	FRAME EXTERIOR OPENINGS

DEMO'S

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VAR-32873
03/12/09 PC
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FEB 05 2009
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REVISIONS	BY

PROPOSED IMPROVEMENT
495 LAMB BLVD. STE. 1
NEW FLOOR PLAN

Date
Scale
Drawn
Job
Sheet 3
Of Sheets



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09



VAR-32873 - APPLICANT/OWNER: ANTONIO AND CRISTINA SOSA
1499 NORTH LAMB BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/18/09

TC Ayala Planning & Development
4600 Sunset Rd. Ste. 148
Henderson, Nevada 89014

Phone (702) 275-3784
Fax (702) 407-7744

City of Las Vegas
Planning Department
Las Vegas, Nevada

RECEIVED
FEB 20 2009

February 20, 2009

Parcel # 140-29-101-006

To Whom It May Concern:

I am writing this letter in order to have a Restaurant in an existing building located on the above parcel. We will have approx. 166 Sq.Ft. of public area, 334 Sq.Ft. for employees and an Equipment area with a total of 500 Sq.Ft. We request to be allowed 19 parking spaces where 26 are required. Also we have added three parking spaces at a 90 degree angle, therefore we request to be allowed a 22' driveway aisle where 24' is required. We are submitting a survey plan done by a Civil Engineer.

Thank you for your time and your input regarding this application.

Sincerely,

Tim C. Ayala
Architectural,
Planning & Zoning Consultant

RECEIVED
09 FEB 20 PM 12:20
PLANNING AND
DEVELOPMENT

VAR-32873
03/12/09 PC
REVISED

TC Ayala Planning & Development
4600 Sunset Rd. Ste. 148
Henderson, Nevada 89014

Phone (702) 425-3784
Fax (702) 407-7744

RECEIVED
CITY CLERK
2009 APR 1 P 12:38

City of Las Vegas
Planning Department
Las Vegas, Nevada

April 1, 2009

APN 140-29-101-006

To Whom It May Concern:

I am writing this letter to APPEAL for a VARIANCE that was heard by the Planning Commissioners on March 26, 2009, Item 21 on the agenda application number VAR-32873 – owner: Antonio Sosa. The Planning Commissioners denied the use. Some of the neighbors opposed the use as there is a food cart type of business operating on the sidewalk and in my client's parking lot. It appears that this has resulted in trash and parking issues for the neighbors. This business is taking place at night, after hours when my client has already left the property. Now that my client is aware of the problem he is doing what is necessary to have the food cart removed from the premises. We respectfully ask for the approval of a doughnut shop inside the building. This type of business is typically operated from 6 am to 8 pm. We respectfully ask for the approval of this application. Thank you for your time.

Sincerely,

Tim C. Ayala
Architectural,
Planning & Zoning Consultant

04/01/2009 WED 12:23 [TX/RX NO 5357] 001

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
Planning & Development Department
Development Services Center
333 N. Fourth Street
Las Vegas, Nevada 89101-2986

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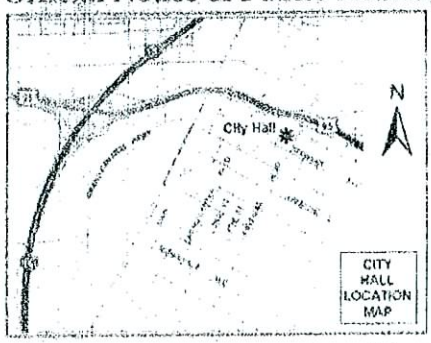
MAR 05 2009

$00.39

Return Service Requested

Official Notice of Public Hearing



The requirement for 24 parking spaces should be maintained. To accommodate parking that would exceed the capabilities of the existing parking lot would force patrons to park along Van Buren Ave, which is a residential street. This condition is not conducive to a residential environment. Therefore, we are AGAINST granting the variance as applied for. We do not want our neighborhood to suffer from the congestion that granting this variance would cause.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

Case: VAR-32873

140291120 26
HUTH WILLIAM A & LANITA B
1409 SMOKEY GLEN CIR
LAS VEGAS NV 89110-1313

VAR-32873
Planning Commission Meeting of 3/12/2009

LAVDP11 #21 C

#21
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 FEB 27 2009
MAILED FROM ZIP CODE 89101

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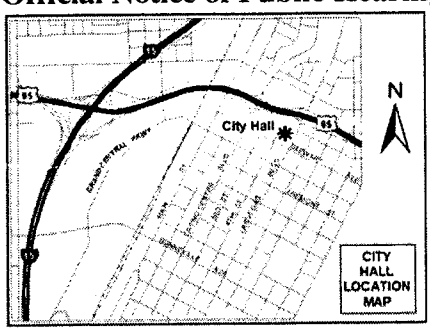
Official Notice of Public Hearing



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MAR 06 2009

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873
Planning Commission Meeting of 3/12/2009

Case: VAR-32873
14029101007
SOKOLIK THOMAS J
4420 E VAN BUREN AVE
LAS VEGAS NV 89110-1305

LAVDP11 89110

Submitted after final agenda

Date 3/6/09 Item #21
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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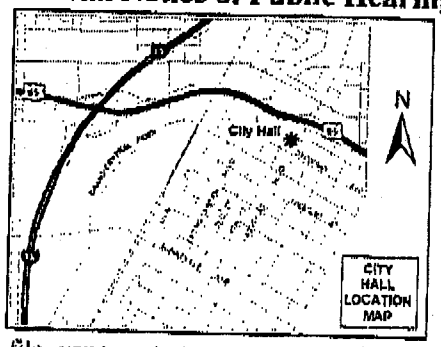
Official Notice of Public Hearing



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MAR 11 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/12/2009

14030520008 Case: VAR-32873
PETRELLA RUTH C
1208 BENICIA HILLS ST
LAS VEGAS NV 89144-1234

89144$1234 C080

Submitted after final agenda

Date 3/11/09 Item #21 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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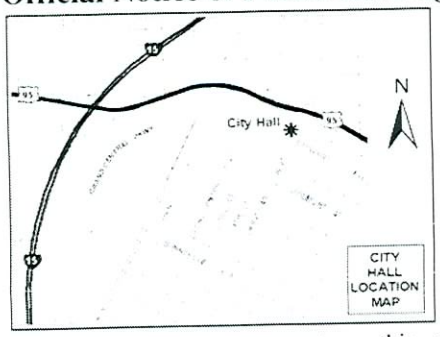
Official Notice of Public Hearing



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☒ I SUPPORT this Request

Albert Kopatschek
1111 N Lamb Blvd. Spc 7
Las Vegas, NV 89110-1330

Please use available blank spa

VAR-32873
Planning Commission Meeting of 3/26/2009

NEW BUSINESS IS ALWAYS GOOD!!

VAR-32873 OCCUPANT
Villa Borega Mobile Home Park
1111 North Lamb Boulevard, Space 7
Las Vegas, Nevada 89110

Albert Kopatschek

AAVDP11 89110

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MAR 17 2009

13A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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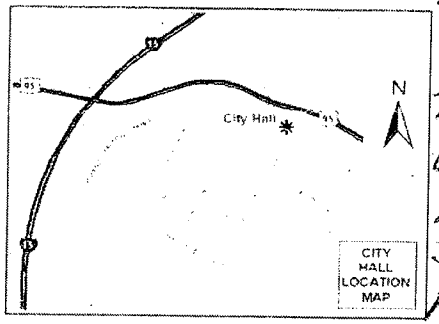

WE CANNOT EXIT OUR PARK DUE TO THE HEAVY TRAFFIC, SCHOOL LIGHT AND A NEAR BY SUPER-MARKET AS IT IS!! WHY NOT JUST BLOCK WE SENIORS IN ALTOGETHER! WE HAVE NO TRAFFIC LIGHT AS AN AID AND WE DO NOT FORESEE ONE BEING INSTALLED AT ANYTIME IN THE NEAR FUTURE! A RESTAURANT (ESPECIALLY A POPULAR ONE) WOULD GREATLY ENHANCE OUR PROBLEM!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873 OCCUPANT
Villa Borega Mobile Home Park
1111 North Lamb Boulevard, Space 29
Las Vegas, Nevada 89110

RECEIVED
MAR 26 2009

Planning Commission Meeting of 3/26/2009

AAVDP11 89110

Date 3-26-09 Item 13/3P
... after final agenda

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004239954 MAR 13 2009
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MAR 26 2009

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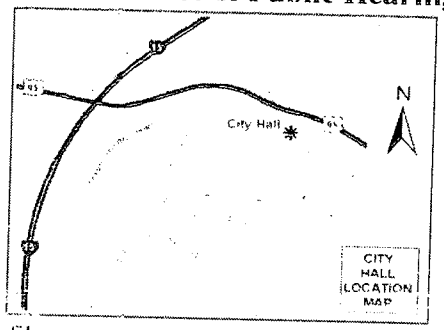
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

VAR-32873 Occupant
Desert Mobile Home Park
1500 North Lamb Boulevard, Space 3
Las Vegas, Nevada 89110

89110$1312 C075

130

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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0004239954 MAR 13 2009
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MAR 26 2009

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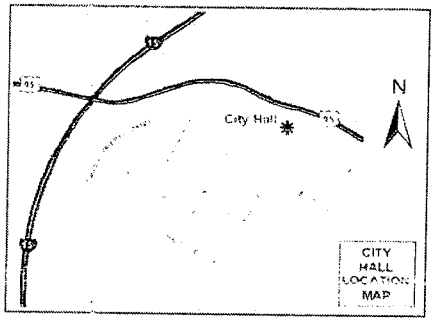

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

VAR-32873 Occupant
Desert Mobile Home Park
1500 North Lamb Boulevard, Space 7
Las Vegas, Nevada 89110

89110@1312 C076

13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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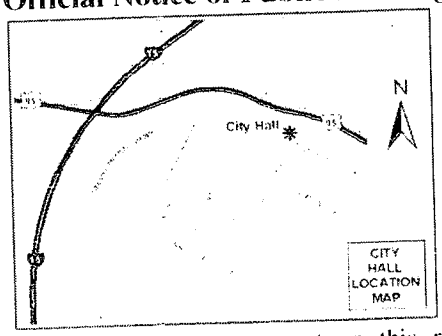
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

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MAR 26 2009

Case: VAR-32873

14029101007
SOKOLIK THOMAS J
4420 E VAN BUREN AVE
LAS VEGAS NV 89110-1305

AAUDF11 89110

13P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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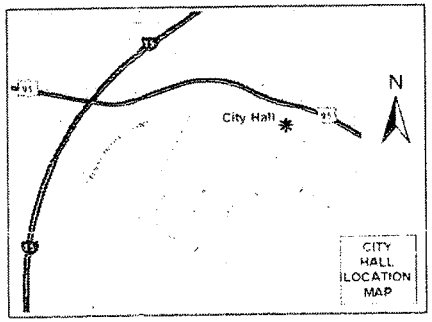
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

VAR-32873 Occupant
Desert Mobile Home Park
1500 North Lamb Boulevard, Space 4
Las Vegas, Nevada 89110

89110@1312 0076

12 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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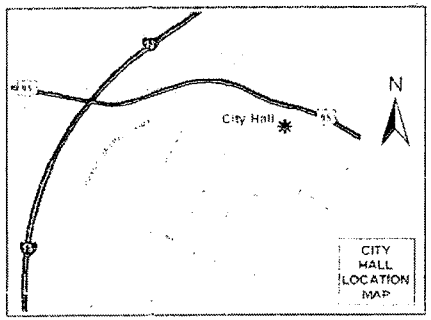

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

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VAR-32873 OCCUPANT
Villa Borega Mobile Home Park
1111 North Lamb Boulevard, Space 209
Las Vegas, Nevada 89110

AAUDP11 89110

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8

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAR 20 2009

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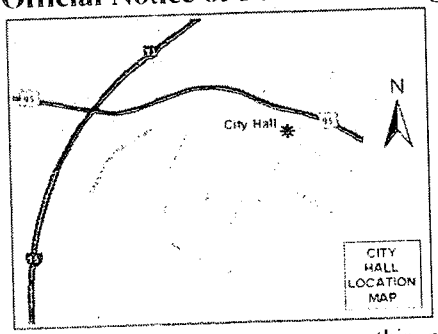
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

VAR-32873 Occupant
Desert Mobile Home Park
1500 North Lamb Boulevard, Space 14
Las Vegas, Nevada 89110

89110B4674 C065

3 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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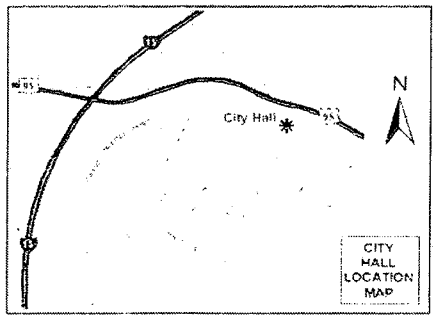
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-32873

Planning Commission Meeting of 3/26/2009

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0004239954 MAR 13 2009
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VAR-32873 Occupant
Desert Mobile Home Park
1500 North Lamb Boulevard, Space 23
Las Vegas, Nevada 89110

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MAR 1[illegible] 2009

89110$1312 C076
89110

13 P

March 19, 2009

Protest

TO: CITY OF LAS VEGAS
PLANNING & DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES CENTER
731 S. FOURTH STREET
LAS VEGAS, NV. 89101-2986

FROM: RESIDENTS OF DESERT MOBILE HOME PARK

The attached Petition signed by Senior Residents that reside in Desert Mobile Home Park, 1500 N. Lamb Blvd. oppose **VAR-32873 VARIANCE** for property located at 1499 North Lamb Boulevard based on some of the reasons listed below.

Currently there is excessive traffic congestion at this location caused by backup traffic at stop light at Owens and No. Lamb Blvd. There are six exits within one City block already emptying on to No. Lamb Blvd. between Owens and Van Buren. This creates a very dangerous situation to make either a right or left turn when entering traffic on to N. Lamb. Blvd. from Circle K, Arcade Circle, Bon Rea Circle, Carthay Circle and Van Buren also when making a left turn from No. Lamb Bl. into any one of these properties and Van Buren. To add more traffic that ingresses or egresses to Van Buren to or from No. Lamb would endanger many lives.

Second, there is already too much traffic and auto noise due to the stop and go of vehicles at Van Buren which services existing homes, apartments, fourplexes and the existing commercial building on the subject property. Does this variance include required parking for the commercial units in addition to the proposed resturant?

Third, there have already been incidence of persons frequenting the property at 1499 No. Lamb Bl. that are driving thru and parking in the Private Property of the Mobile Home Park at 1500 N. Lamb Bl. Persons parking onVan Buren throwing trash and uneaten food onto the street and over the Park fence into residents back yards. This will draw vermon and bugs to the area causing a HEALTH ISSUE.

These reasons are but a small sampling of problems that exist now and as time progresses we foresee many, many more problems if this VARIANCE is approved.

We pray that you will DENY VAR-32873 to let us in our Senior years have some quiet enjoyment and security in our homes. Thank you for your help.

RECEIVED
MAR 26 2009

ITEM 13

46P TOTAL

185

Protest

PETITION

THE UNDERSIGNED RESIDENTS OF DESERT MOBILE HOME PARK ARE OPPOSED TO PASSAGE OF VAR-32873 TO ALLOW 16 PARKING SPACES WHERE 24 ARE REQUIRED FOR THE CONVERSION OF 500 SQUARE FEET OF OFFICE SPACE TO A RESTURANT USE ON 0.56 acres at 1499 North Lamb Boulevard

NAME	ADDRESS	DATE
JUAN MARTINEZ	26 BON Rea Cir	3/19/09
Otto Stoker	1-A Bon Rea Cr	3-19-09
Silvia Ochoa	5-ARCADE CIR	3/19-09
Ann Masterson	7-Arcade Circ.	3/19/09
Shirley Hale	4 Arcade Circle	3/19/09
Mary Jacobs	17 " "	3-19-09
Oscar Jacobs	17 " "	3-19-09
Lloyd J Jacobs	17 " "	3-19-09
Charles W Patrin	11 ARCADE CIR	3-19-09
George Byrne	3 Bon Rea Circle	3-19-09
M A Milner	12 Arcade Cir	3/19/09
Thomas Long	12 Arcade Cir	3-19-09
Theodore E. Jones	19 ARCADE CIR	3-19-09
Vivian Dixson	21 Arcade Cir	3-19-09
Priscilla Cramer	23 Arcade Cir	3/19/09
Darlene Dunne	25 Arcade Circle	3-19-09

Page # I

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MAR 26 2009

295

13

Protest

PETITION

THE UNDERSIGNED RESIDENTS OF DESERT MOBILE HOME PARK ARE OPPOSED TO PASSAGE OF VAR-32873 TO ALLOW 16 PARKING SPACES WHERE 24 ARE REQUIRED FOR THE CONVERSION OF 500 SQUARE FEET OF OFFICE SPACE TO A RESTURANT USE ON 0.56 acres at 1499 North Lamb Boulevard

NAME	ADDRESS	DATE
Dawn Tuchon	25 Arcade	3-19-09
Charlie Been	15 Bon Ray	3-19-09
Frieda Clary	27 Arcade Cir	3.19.09
Dominic Milito	19 Carthay Circle	3-19-09
Gary Johnson	22 Arcade	3-19.09
Georgia Anderson	31 ARCADE	3-19-09
Sandy Ferguson	35 Arcade	3-19-09
Lee Ferguson	35 Arcade	3-19-09
[illegible]	26 ARCADE	3-19-09
Charles Powell	16 Arcade	3-19-09
Ellen Powell	16 Arcade	3-19-09
Maria Perez	2 Arcade	3-19-09
Alan Martinez	8 Carthay Cir	3-21-09
Kenny Kim	6 Carthay Cir	3-21-09
Gallie Swanson	18 Carthay Cir	3-21-09
Frank Swanson	18 Carthay Cir	3-21-09
Mildred Tracey	901500 N. Lamb Blvd.	

Page # 2

RECEIVED
MAR 26 2009

385

14

Protest

PETITION

THE UNDERSIGNED RESIDENTS OF DESERT MOBILE HOME PARK ARE OPPOSED TO PASSAGE OF VAR-32873 TO ALLOW 16 PARKING SPACES WHERE 24 ARE REQUIRED FOR THE CONVERSION OF 500 SQUARE FEET OF OFFICE SPACE TO A RESTURANT USE ON 0.56 acres at 1499 North Lamb Boulevard

NAME	ADDRESS	DATE
Kathleen Vossmer	19 Carthay Circle	3/21/09
Earl Marsh	31 Bon Rea Circle	2-21-09
Faye Marsh	31 Bon Rea Cir	2-21-09
Gary C. Ryan	22 Bon Rea Circle	3-21-09
Kay Ryan	22 Bon Rea Circle	3-21-09
Robert Ziegner	20 Bon Rea Circle	3-22-09
Julie Ziegner	20 Bon Rea Cir	3-22-09
Betty J. Kennedy	21 Bon Rea Cir	3-21-09
Robert Romero	8 Bon Rea Cir	3-21-09
Maria Romero	8 Bon Rea Cir	3-21-09
Darlene Dealy	24 Bon Rea Cir	3/21/09
M Durk	18 Bon Rea Cir	3-21-09
M Durk Sadie	18 Bon Rea Cir	3-21-09
[illegible]	16 Bon Rea Cir	3-21-09
Linda Henning	16 Bon Rea Cir	3-21-09
KENNETH STEVENSON	19 BON REA CIRCLE	3-21-09

Page # 3

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Protest

PETITION

THE UNDERSIGNED RESIDENTS OF DESERT MOBILE HOME PARK ARE OPPOSED TO PASSAGE OF VAR-32873 TO ALLOW 16 PARKING SPACES WHERE 24 ARE REQUIRED FOR THE CONVERSION OF 500 SQUARE FEET OF OFFICE SPACE TO A RESTURANT USE ON 0.56 acres at 1429 North Lamb Boulevard

NAME	ADDRESS	DATE
Mathilda Grillo	17 BON REA	3-21-09
Vito J. Grillo	17 Bon Rea Circle	3-21-09
Elsie Champion	9 Bon Rea Cir	3-21-09
Richard Champion	9 Bon Rea Cir	3-21-09
[illegible]	10 Bon Rea	3-21-09
Sam Morris	10 Bon Rea	3-21-09
Gary D Walker	12 Bon Rea	3/21/09
Josephine Roe	6 Bon Rea Circle	3/21/09
John R Roe	6 BON REA CIR.	3/21/09
C. Moyer	4 Bon Rea Cir	3/21/09
C. Moyer	4 Bon Rea Cir	3/21/09
M. Williams	27 Bon Rea Cir	3/21/09
B. Williams	27 Bon Rea Cir	3/21/09
C. M. LeBron	14 Arcade Cir.	3/23/09
[illegible]	3 Arcade Cir	3/23/09
Charlene Rawlins	3 arcade c	3/23/09

Page # 4

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MAR 26 2009

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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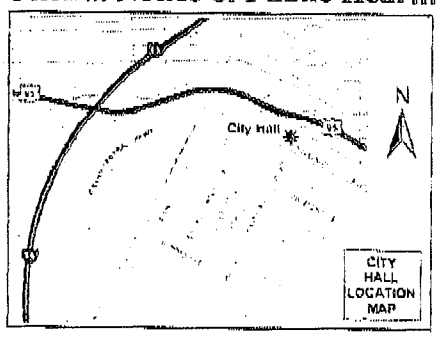
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 13 2009
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

Case: VAR-32873

14030520008
PETRELLA RUTH C
1208 BENICIA HILLS ST
LAS VEGAS NV 89144-1234

VAR-32873

Planning Commission Meeting of 3/26/2009

89144$1234 C080

after final agenda

Date 3-26-09 Item 13
13 A

City of Las Vegas Agenda Item No.: **128.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

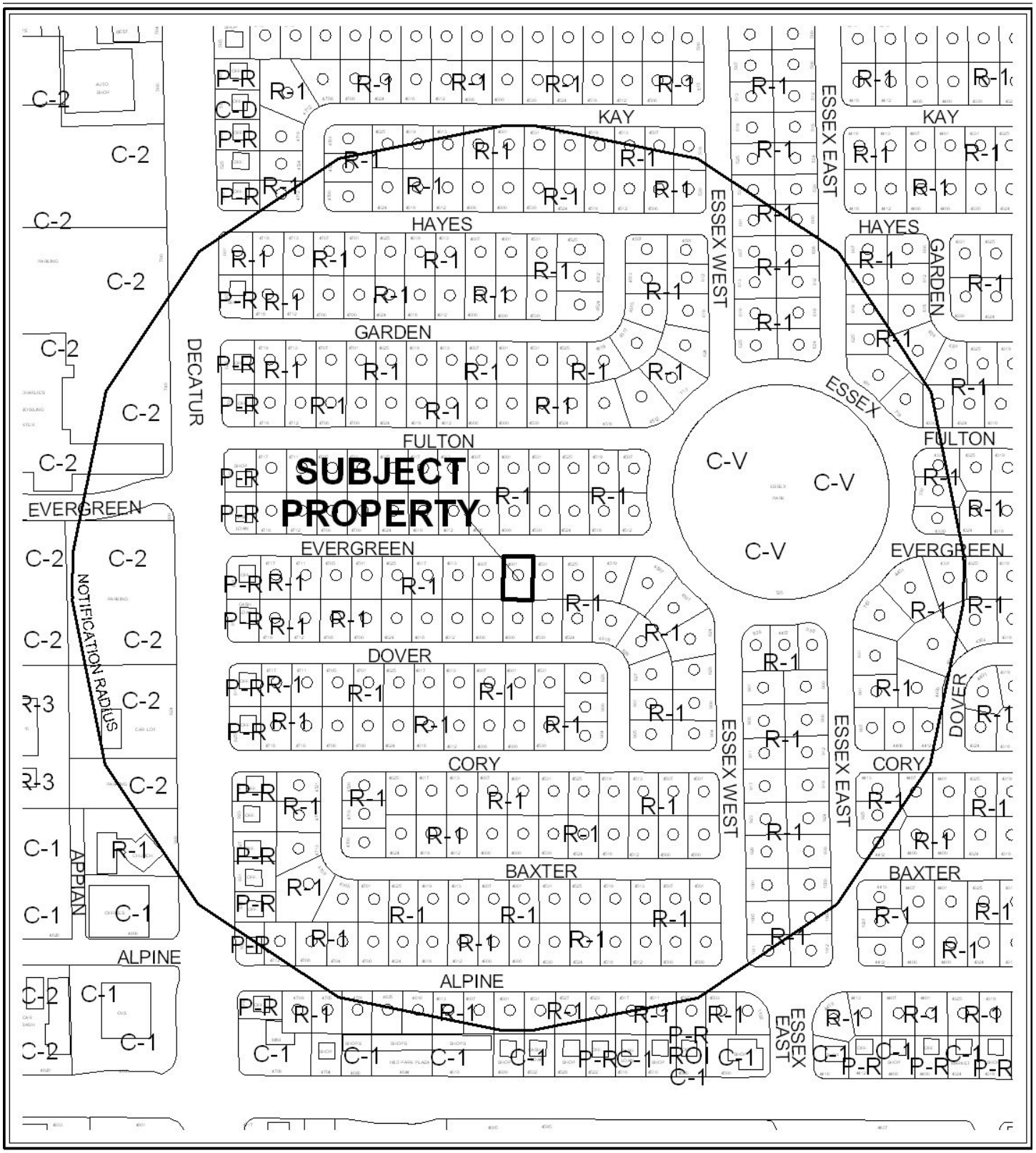
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-33522 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF - Request for a Variance TO ALLOW A SEVEN-INCH SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR EXISTING ADDITIONS ALONG THE EAST PERIMETER AND A ZERO-FOOT SIDE YARD SETBACK ALONG THE WEST PERIMETER WHERE THREE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) on 0.16 acres at 4601 Evergreen Place (APN 139-31-410-010), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**12**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Survey
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 38



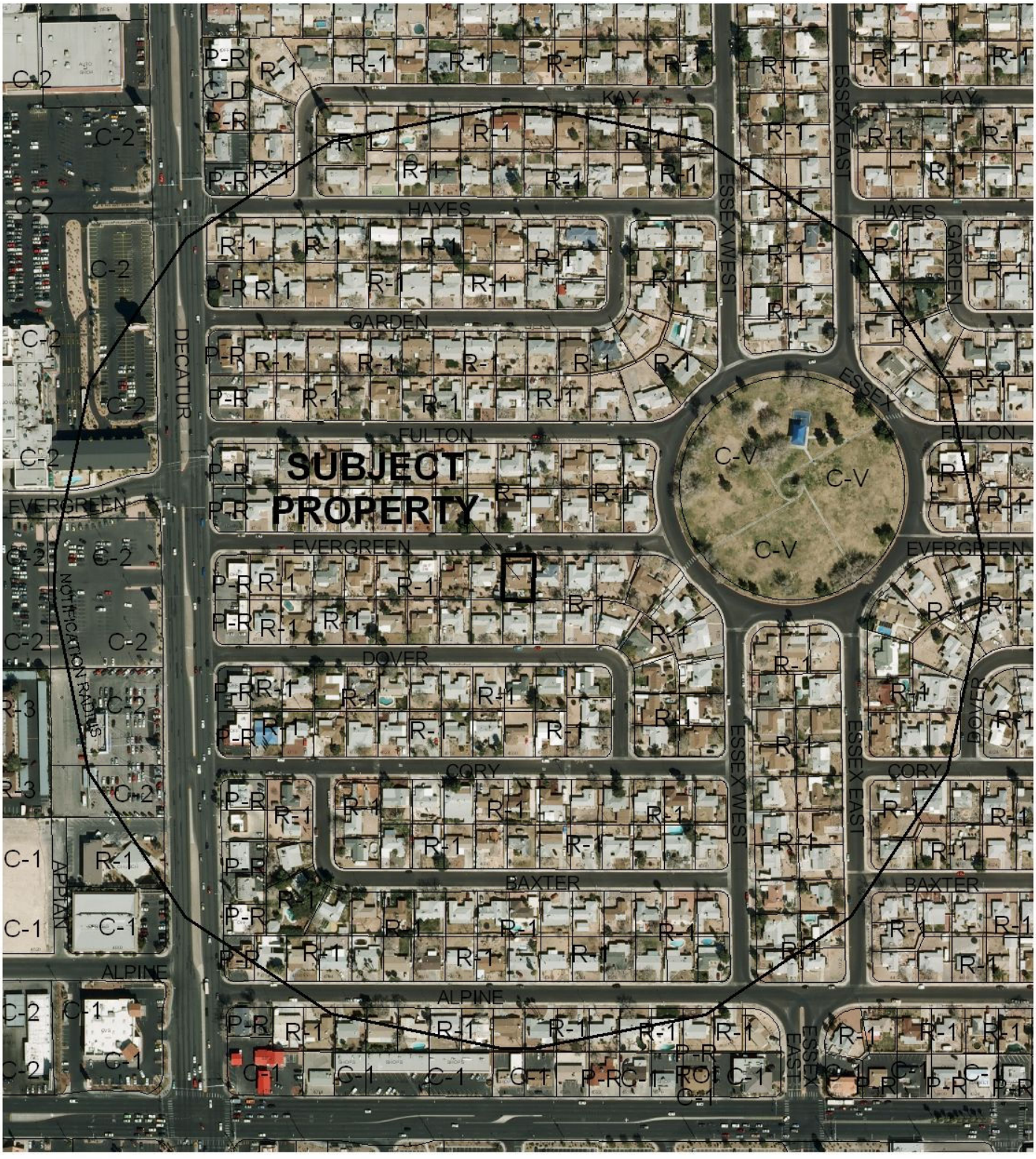
CASE: **VAR-33522**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



CASE: VAR-33522

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

PLANNING COMMISSION MEETING DATE: APRIL 9, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-33522 - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-1/mb vote) recommends APPROVAL, subject to:

Planning and Development

1. All construction on premises without permit must be permitted and finaled within 90 days.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Variance (VAR-33522) to allow a seven inch side yard setback where five feet is required for existing additions to the principle dwelling along the eastern property line and a zero-foot side yard setback along the western property line for an existing Accessory Structure (Class II) where three feet is required by Title 19.08.040. Since the existing additions to the principle dwelling along the eastern property line and accessory structure along the western property line were constructed before consulting Title 19 standards and without building permits, it has been determined that the request for Variance (VAR-33522) is a result of a self-imposed hardship. Staff recommends denial of this Variance request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/01/82	A deed was recorded for change of ownership.
04/19/04	A Code Enforcement case (#13218) was processed to check for permits for courses added to a block wall in the front yard at 4601 Evergreen Place. The case was resolved on 08/25/04.
08/04/04	The City Council approved a Variance (VAR-4520) request for an existing six-foot wall where four feet is the maximum allowed in the front yard setback. The Planning Commission recommended approval of the request.
09/01/04	A Code Enforcement case (#21149) was processed for a complaint indicating that the resident is operating an illegal Indian Artifact business from the back of the residence. The case was resolved on 09/16/04.
12/01/06	A Code Enforcement case (#48357) was processed for a complaint of very tall in the front yard. The case was resolved on 12/11/06.
12/18/08	A Code Enforcement case (#72894) was processed for an added new room and extra extension on a wall, which may not have a permit. This case is currently still pending.
04/09/09	The Planning Commission voted 5-1/mb to recommend APPROVAL (PC Agenda Item #38/jb).
Related Building Permits/Business Licenses	
02/25/90	A building permit (#90058380) was issued to relocate a gas meter. The permit was finalized on 03/08/90.
01/18/91	A building permit (#91094836) was issued for a 58 foot segment of a Wall (wood). The permit was finalized on 05/15/91.
05/18/91	A building permit (#91105694) was issued for a four-foot high, 62-foot segment of a Wall (wrought iron). The permit was finalized on 05/15/91.
04/17/92	A building permit (#91116815) for patio cover/carport additions. The permit was expired on 04/17/92.

Pre-Application Meeting	
01/23/09	A pre-application meeting was held and the requirements for submitting a Variance were discussed.
Neighborhood Meeting	
A Neighborhood Meeting was not required, nor was one held.	
Field Check	
03/05/09	A field check was completed by staff with the following observations: • An existing addition to the principle dwelling along the eastern property line that encroaches into the required five-foot side yard setback. • An existing non-habitable Accessory Structure (Class II) on the western property line that encroaches into the required three-foot side yard setback.

Details of Application Request	
Site Area	
Gross Acres	0.16 Acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single-Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District – (175 feet)	X		Y*
Trails			N/A
Rural Preservation Overlay District			N/A
Development Impact Notification Assessment			N/A
Project of Regional Significance			N/A

* The existing structure is one-story in height; this height is under the 175 feet height limitation by the A-O Airport Overlay District.

DEVELOPMENT STANDARDS

Las Vegas Zoning Code Section 19.08.040

Standard – (Principle Dwelling)	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500	7004	Y
Min. Lot Width	65	70	Y
Min. Setbacks • Front • Side • Corner • Rear	 20 5 15 15	 20 Zero N/A 26	N*
Max. Building Height	2 stories or 35 feet, whichever is less	1 story	Y

Standard – Accessory Structure (Class II)	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks • Side • Rear	 3 3	 Zero 45	N*
Max. Building Height	2 stories or 35 feet, whichever is less	1 story	Y
Min. Distance From Principle Dwelling	6	6.25	N/A

***** This Variance (VAR-33522) was submitted to allow a zero-foot side yard setback where five feet is required on the east property line for the principle dwelling, and to allow a zero-foot setback where three feet is required for a Accessory Structure (Class II) on the west property line.

ANALYSIS

The applicant is requesting a Variance (VAR-33522) to allow a seven inch side yard setback where five feet is required for existing additions to the principle dwelling along the eastern property line and a zero-foot side yard setback along the western property line for an existing Accessory Structure (Class II) where three feet is required by Title 19.08.040.

The request for the Variance (VAR-33522) is a result of a self-imposed hardship. The placement of the additions to the principle dwelling along the eastern property line and the Accessory Structure (Class II) on the western property line was determined before consulting Title 19 standards. Construction commenced before obtaining the necessary permits from the Department of Building and Safety. Had the applicant consulted with the City prior to construction to determine allowable setbacks for the principle dwelling and for an Accessory Structure (Class II) the need for a Variance could have been eliminated. The proposed deviations are preferential in nature and are self-imposed; therefore staff recommends denial.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L 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 commencing construction for additions to the principle dwelling and an Accessory Structure (Class II), prior to consulting with the City of Las Vegas. An alternative site design removing the additions to the principle dwelling along the eastern property line and moving the Accessory Structure (Class II) to a location in the rear yard 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.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

ASSEMBLY DISTRICT 3

SENATE DISTRICT	11
NOTICES MAILED	312 by City Clerk
APPROVALS	0
PROTESTS	0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-33522 APN: 139-31-410-010

Name of Property Owner: SUSAN WHITE

Name of Applicant: SUSAN WHITE

Name of Representative: SUSAN WHITE

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 X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Susan Schaaf White

Print Name: SUSAN SCHAAF WHITE

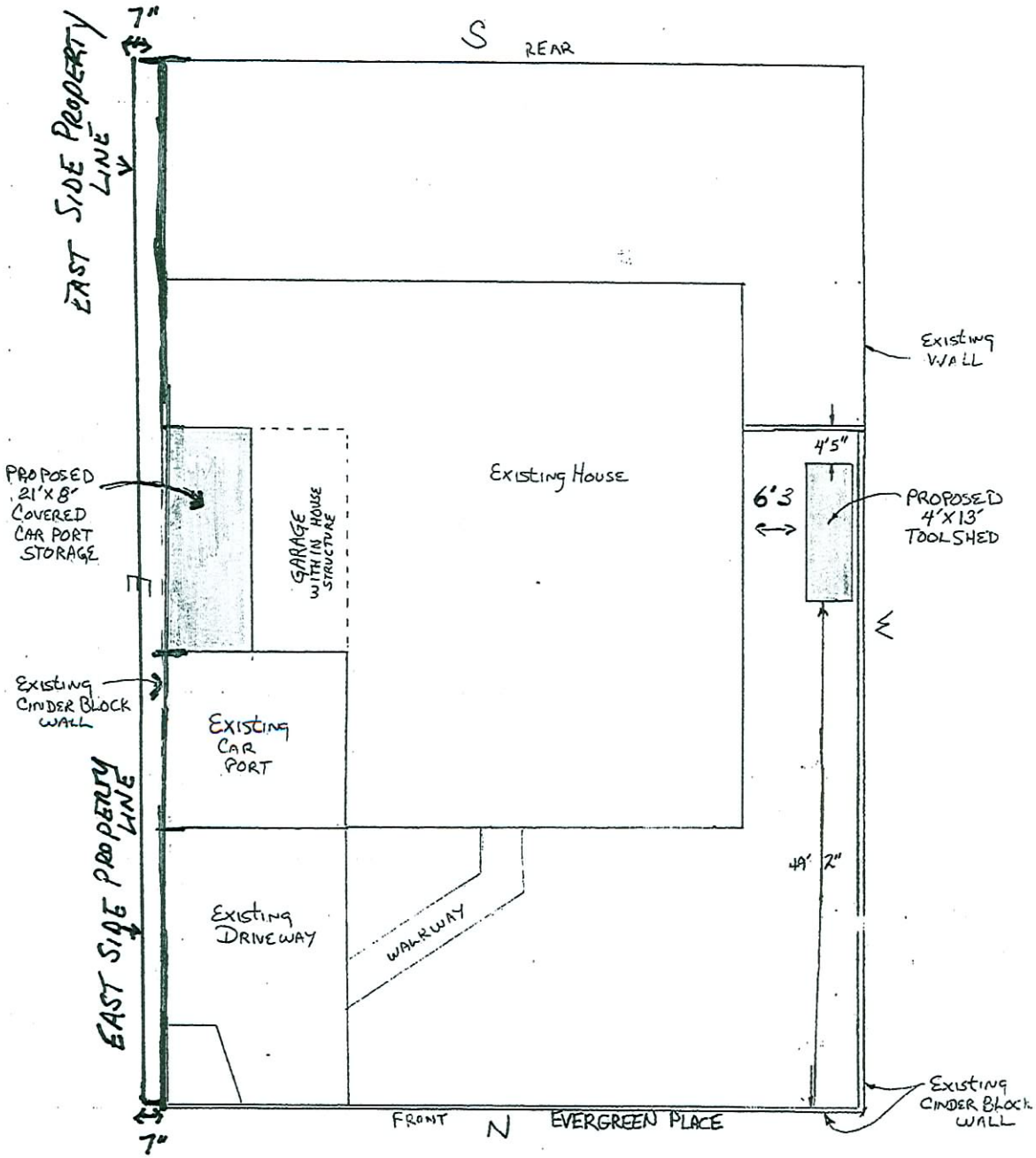
State of Nevada
County of Clark
Subscribed and sworn before me

This 29 day of January, 2009

Sonia Pitts

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SONIA PITTS
Appt. No. 05-98385-1
My Appt. Expires May 5, 2009



RESIDENTIAL SITE PLAN

SUSAN & DENNIS WHITE
4601 EVERGREEN PLACE

LOT 501
BLOCK 21
SUB HYDE PARK #3
PARCEL # 139-31-410-010
ZONE R-1

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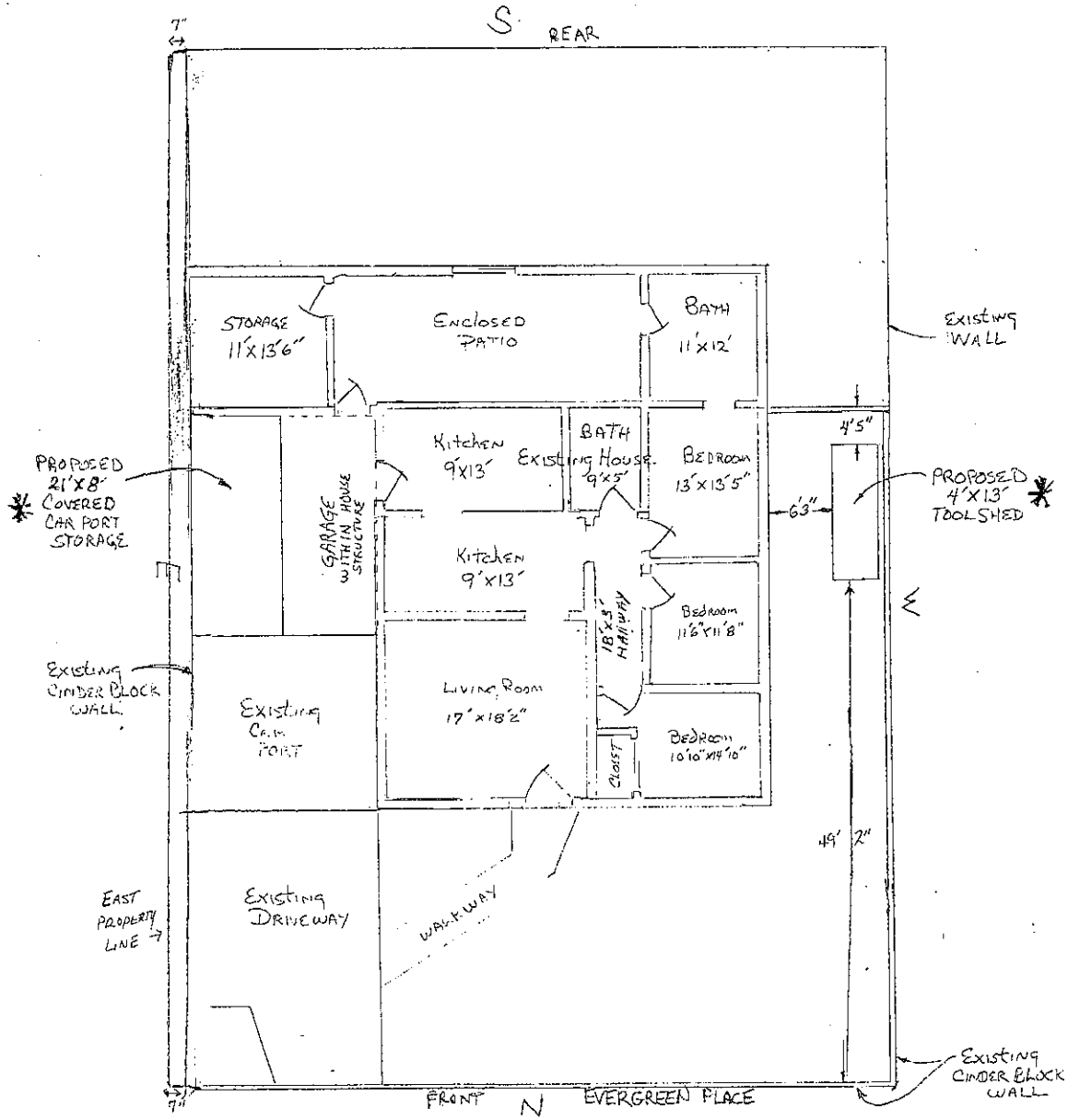
VAR-33522
REVISED
04/09/09 PC

ORIGINAL DRAWING
SCALE : 1/8" = 1'-0"

FLOOR PLAN



RESIDENTIAL SITE PLAN

SUSAN & DENNIS WHITE
4601 EVERGREEN PLACE

LOT 501
BLOCK 21
SUB HYDE PARK #3
PARCEL #139-31-410-010
ZONE R-1

VAR-33522
REVISED
04/09/09 PC

ORIGINAL DRAWING
SCALE: 1/8" = 1'-0"

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VAR-33522 - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF
4601 EVERGREEN PLACE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



VAR-33522 - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF
4601 EVERGREEN PLACE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



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03/05/09



VAR-33522 - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF
4601 EVERGREEN PLACE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



VAR-33522 - APPLICANT/OWNER: DENNIS WHITE AND SUSAN SCHAFF
4601 EVERGREEN PLACE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

SUSAN WHITE

4601 EVERGREEN PLACE LAS VEGAS, NV 89107

Tel: 702 2928864 Fax: Home Fax Phone DSIMPORTEXPRESS@AOL.COM

TO: CITY OF LAS VEGAS BUILDING SAFETY

I, SUSAN WHITE, HAVE LIVED AT THE ABOVE ADDRESS FOR 22 YEARS. I HAVE CONTINUALLY TRIED TO IMPROVE AND MAINTAIN MY HOME AND PROPERTY. I HAVE ALWAYS KEPT MY YARDS WELL GROOMED AND CLEAR OF ANY SCENIC BLIGHT. I FEEL IT IS VERY IMPORTANT IN AN OLDER LOWER INCOME NEIGHBORHOOD TO TAKE PRIDE IN YOUR PROPERTY AND TRY TO MAKE IT VISUALLY APPEALING TO KEEP THE PROPERTY VALUES UP.

I HAVE BUILT A CUSTOM TOOL SHED WITH DECORATIVE BARN LOOKING DOORS TO STORE LAWN EQUIPMENT, MOWER, AND LADDERS. THIS IS NOT A PERMANENT STRUCTURE, IT IS FREE STANDING AND IS LESS THAN 200 SQUARE FEET. THIS SHED SITS ON THE WEST SIDE OR THE REAR YARD. THE SHED HAS BEEN CONSTRUCTED BY A PROFESSIONAL WOODWORKER AND MADE TO BLEND IN WITH THE SOUTHWEST DECOR OF THE PROPERTY. IT ALSO HAS A FIRE EXTINGUISHER ATTACHED TO IT. 4' X13'

ON THE EAST SIDE OF THE REAR YARD A ROOF AND FACE WAS BUILT ONTO THE SIDE A PRE-EXISTING GARAGE AND CAR PORT. THE PURPOSE OF THIS 168 SQUARE FOOT STORAGE ROOM IS TO STORE TOOLS, CEMENT MIXER AND EQUIPMENT THAT WOULD NORMALLY BE IN PLAIN VIEW AND CREATE A SCENIC BLIGHT. THIS IS JUST A PLAIN RECTANGULAR ROOM WITH NO ELECTRICAL OR PLUMBING REQUIRED. IT HAS A FIRE EXTINGUISHER ATTACHED TO IT. 8' X 21'

THE EAST SIDE WALL OF THIS STORAGE AREA IS ATTACHED TO THE TOP OF THE EAST SIDE BLOCK WALL. TO ESTABLISH TO THE CITY OF LAS VEGAS THAT THIS BLOCK WALL SITS SOLELY ON MY PROPERTY AND IS NOT A SHARED OR COMMON WALL WITH MY NEIGHBOR AT 4531 EVERGREEN PLACE I HAD A LAND SURVEY COMPANY, BEING BAUGHMAN & TURNER, INC SURVEY THE EAST SIDE PROPERTY LINE. THE RESULTS OF THEIR FINDINGS DETERMINED THAT "NO PORTION OF THE BLOCK WALL OR OVERHANGING ROOFING MATERIAL SURVEYED ENCROACHES ONTO THE NEIGHBORING PROPERTY". THE MOST EASTERLY FACE OF THE BLOCK WALL TO BE 0.58 (7 INCHES) WEST OF THE EASTERLY LOT LINE OF SAID PROPERTY.

I AM APPLYING FOR A ZERO SIDE YARD SETBACK ON THE EAST SIDE FOR MY PRIMARY DWELLING AS WELL AS A ZERO SIDE YARD SET BACK ON THE WEST SIDE FOR AN ACCESSORY STRUCTURE. THESE ARE BOTH NON-HABITABLE SPACES.

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RESPECTFULLY SUBMITTED,

SUSAN WHITE

VAR-33522
REVISED
04/09/09 PC

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MAR 03 2009

Baughman & Turner, Inc.

Consulting Engineers & Land Surveyors

1210 HINSON ST. PHONE (702) 870-8771

LAS VEGAS, NEVADA 89102-1604 FAX (702) 878-2695

January 21, 2009

Susan White
4601 Evergreen Place
Las Vegas, Nevada 89102

RE: Results of boundary survey of the east property line of Lot 501, Block 21 of Hyde Park #3, Book 3, Page 99 of Plats, Official Records, Clark County, Nevada.

Dear Ms. White

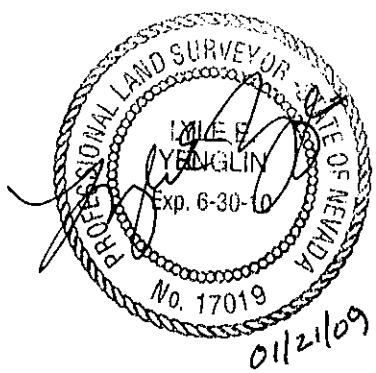
This letter is written to inform you of the results of a field survey conducted under my supervision on January 12, 2009 for the parcel of land known as 4601 Evergreen Place, Las Vegas, Nevada. The purpose of this survey was to locate the position of an existing block wall and its relationship to the easterly lot line of said parcel of land.

The field survey data finds the most easterly face of the block wall to be 0.58 feet (7 inches) west of the easterly lot line of said parcel. It is my opinion that no portion of the block wall or overhanging roofing material surveyed encroaches onto the neighboring property.

If you have any questions, please call me at 870-8771.

Sincerely,

Lyle E. Yenglin, PLS
Nevada Certificate No. 17019
Baughman & Turner, Inc.



VAR-33522
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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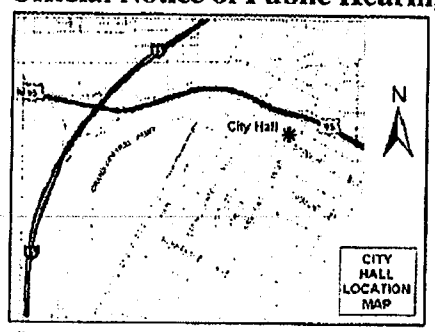

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-33522

Planning Commission Meeting of 4/9/2009

Setbacks are designed To Keep Proper distances from ONE FAMILY dwelling To ANOTHER, IF The existing STRUCTURES were permitted (IF NOT They ARE illegAL), The setbacks issue would have been addressed

Case: VAR-33522
13931310032
JOCHMAN DAVID J
612 ESSEX WEST DR
LAS VEGAS NV 89107-4116

Submitted after final agenda

Date 4/7/09 Item 38 P

☑001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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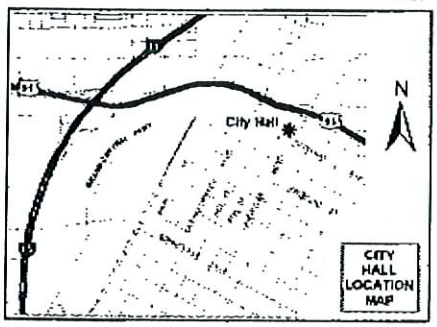

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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VAR-33522
Planning Commission Meeting of 4/9/2009

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Case: VAR-33522

13931311047
CAIRNS JULIE
613 ESSEX EAST DR
LAS VEGAS NV 89107-4111

38P

CASH EXPRESS
04/01/2009 08:21 FAX 6382274

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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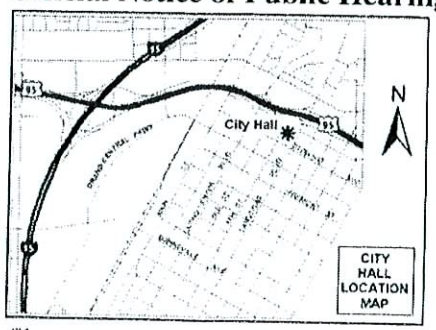

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VAR-33522

Planning Commission Meeting of 4/9/2009

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Case: VAR-33522

13931312013
VANLANCKER JOHN E
P O BOX 270423
LAS VEGAS NV 89127-4423

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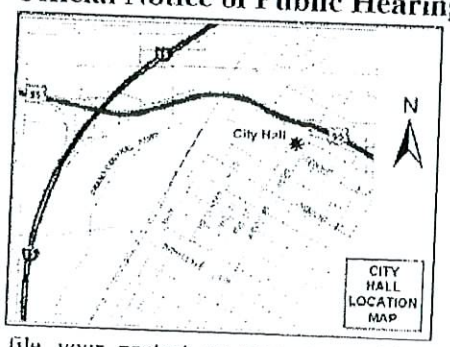
p.1
702-877-6421

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-33522

Planning Commission Meeting of 4/9/2009

13931410010 Case: VAR-33522
WHITE DENNIS W
4601 EVERGREEN PL
LAS VEGAS NV 89107-4221

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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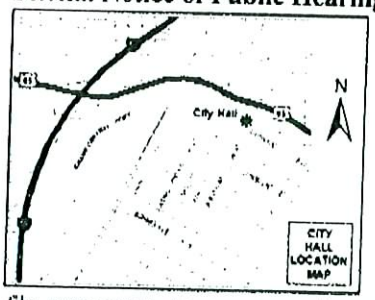

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VAR-33522

Planning Commission Meeting of 4/9/2009

PRESORTED FIRST CLASS

$ 00.39⁴

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MAR 3 0 2009

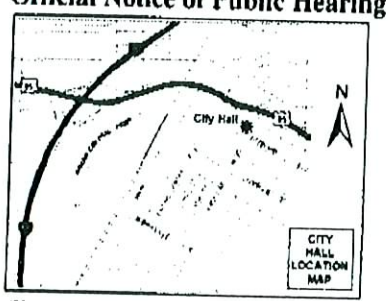
13931410141 Case: VAR-33522
CHANCELLOR SHIELA G & LOYDE
4600 EVERGREEN PL
LAS VEGAS NV 89107-4218

38 A

2009-03-29 09:46 ABC GARAGE DOOR 7022563667 >> P 1/1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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VAR-33522
Planning Commission Meeting of 4/9/2009

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MAR 3 0 2009

13931312038 Case: VAR-33522
CHANCELLOR LOYDE M & SHEILA
4600 EVERGREEN PL
LAS VEGAS NV 89107-4218

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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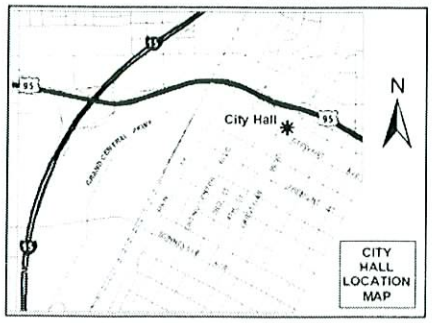

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Case: VAR-33522

13931310075
KILLIAN DENNIS G
601 S DECATUR BLVD
LAS VEGAS NV 89107-3912

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-33522
Planning Commission Meeting of 4/9/2009

38 A

DECEMBER 28, 2008

WE THE BELOW LISTED RESIDENTS HAVE NO OBJECTIONS TO THE ADDITIONS MADE TO THE RESIDENCE AT 4601 EVERGREEN PLACE, LAS VEGAS, NV 89107.

Marguerite a. Pribyl
4530 Evergreen Pl
Las Vegas Nev 89107
Edward V. Pribyl

ALAN MARTINEZ
4607 Evergreen PL
LV, NV 89107

Sheila D. Chancellor (Loyal Chancellor)
4600 Evergreen PL
LV NV 89107

Olivia L. Velarde
J. Guadalupe Velarde
4606 Evergreen PL.
LV NV. 89107-4218

Alma C Trevizo
4613 EVERGREEN PL
Las Vegas NV 89107

Jeremy Macone
4700 evergreen pl
LV NV 89107

HECTOR MURILLO
4712 EVERGREEN PL
LAS VEGAS, NV 89107

Clarence Johnson
4531 EVERGREEN PL
NV. 89107

RECEIVED
FEB 19 2009

VAR-33522
04/09/09 PC

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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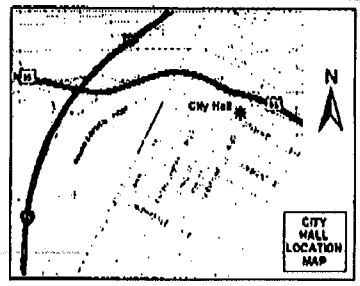
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-33522
Planning Commission Meeting of 4/9/2009

Case: VAR-33522
13931410012
KINN YOSEF Y & SHOSHANA
4525 EVERGREEN PL
LAS VEGAS NV 89107-4263

[redacted]

[redacted] final agenda

Date Item 38A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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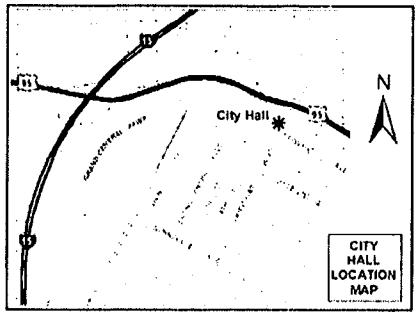
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-33522
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: VAR-33522
13931312037
VELARDE J GUADALUPE
4606 EVERGREEN PL
LAS VEGAS NV 89107-4218

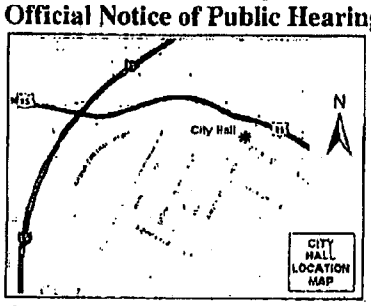
Submitted after final agenda

Date

Item 38 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-33522
Planning Commission Meeting of 4/9/2009

PRESORTED FIRST CLASS

$ 00.39

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RECEIVED
APR 07 2009

Case: VAR-33522
13931411141
MULLEN THOMAS E & BRIANA K
761 ESSEX EAST DR
LAS VEGAS NV 89107-4201

Submitted after final agenda

Date Item 38A

City of Las Vegas Agenda Item No.: **129.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

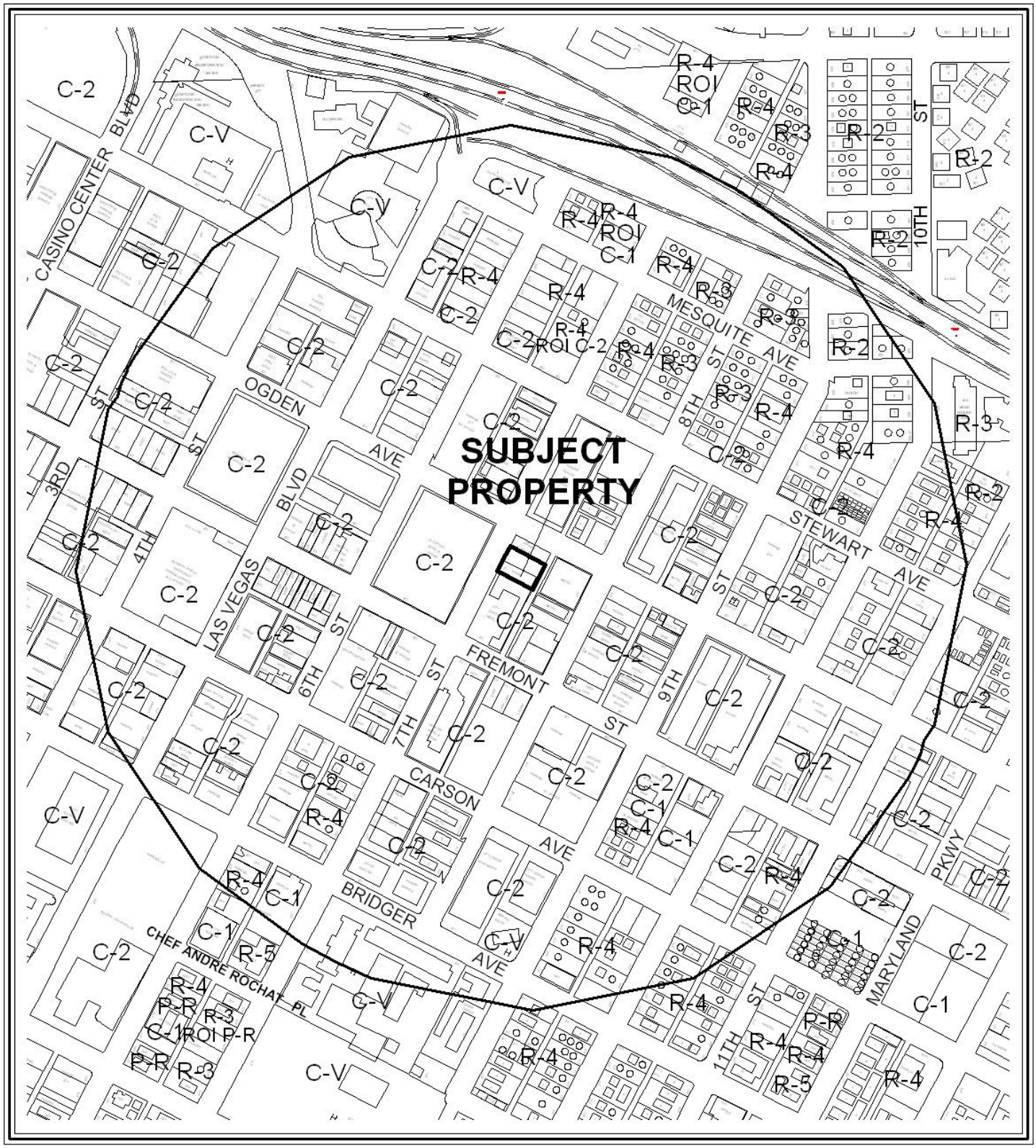
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-32171 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC - Request for a Special Use Permit FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT at 115 North 7th Street (APN 139-34-612-086), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**7**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 19



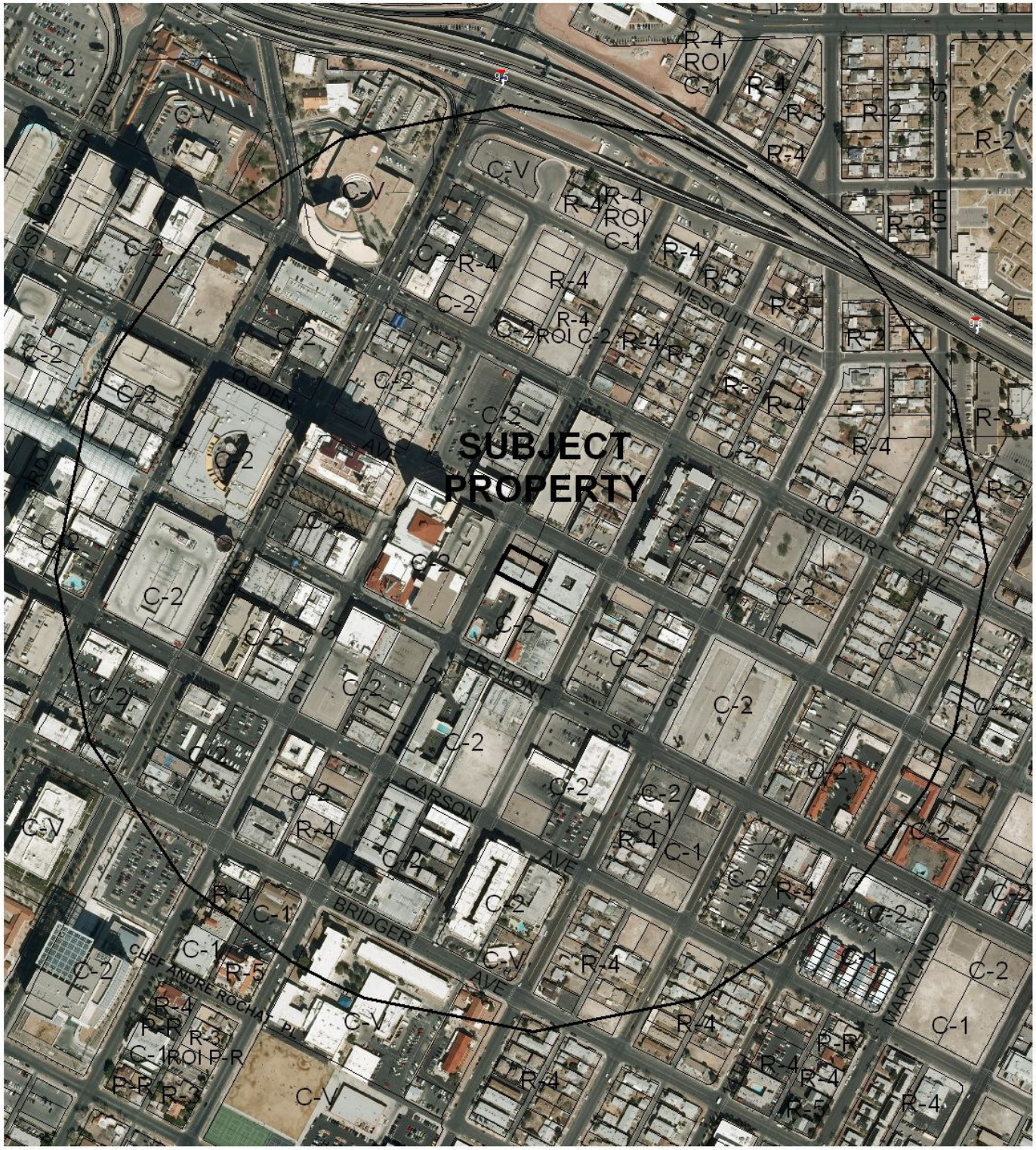
CASE: **SUP-32171**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **SUP-32171**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-32171
Taverns

Business Licenses

Child Care/ Children Facility

Tavern

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 Foot buffer

Residential Zoning

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-32171 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. There will be no outside music after 2:00 a.m.

2. There will be a review in one year after issuance of a business license at a public hearing of the Planning Commission.

3. Conformance to the conditions for Site Development Plan Review (SDR-33426) if approved.

4. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Tavern-Limited Establishment use.

5. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

6. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All commercial signage shall receive approval from the Downtown Design Review Committee (DDRC) prior to the issuance of sign permits.

9. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Tavern-Limited establishment at 115 North 7th Street. The proposed project is a 7,219 square-foot Tavern-Limited with an accessory Commercial Recreation/Amusement Facility (Outdoor) use that serves as an outdoor performance venue. Parking for this project is available in the public parking garage located in a casino across 7th Street.

An associated Site Development Plan Review (SDR-33426) for the proposed modifications to the existing building and the proposed addition of the outdoor performance area will be heard with this request concurrently.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/64	The City Council approved a Rezoning to C-2 (General Commercial) on the subject site as part of a larger request (Z-0100-64).
12/20/06	The City Council approved a request for a Special Use Permit (SUP-17310) for a proposed Tavern-Limited Establishment at 115 North 7th Street. The Planning Commission and staff recommended approval. NOTE: This entitlement expired on 12/20/07.
03/02/09	A Final Map (FMP-33456) technical review was approved and an action letter was sent for a reversion to acreage of approximately 0.32 acres at the Southeast corner of 7th Street and East Ogden Street. This map has not yet recorded.
03/26/09	The Planning Commission recommended approval of companion item SDR-33426 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #19/mh).
Related Building Permits/Business Licenses	
03/06/07	Plan check #L-0833-07 was created for a tenant improvement to 115 North 7th Street but no building permits have been issued against this property.
03/28/07	Civil improvement plans (#CLV-18158) were issued for a fire riser addition to 115 North 7th Street. The plans were finaled on 04/09/07 and will expire on 04/09/09.
Pre-Application Meeting	
11/05/09	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Site Development Plan Review for a proposed Tavern-Limited with an accessory outdoor performance area located in the Entertainment Overlay. The pre-application requirements for a Special Use Permit were revisited to ensure coordination between both application requests.

Neighborhood Meeting
A neighborhood meeting is not required nor was one held.

Field Check	
02/12/09	A field check was made by staff with the following observations: • Existing two story building currently unoccupied and in generally good condition. • Undeveloped northern portion of lot is fenced off from public access. • Alleyway in suitable condition. • There are 10 metered on-street parking spaces in front of subject property.

Details of Application Request	
Site Area	
Net Acres	0.32 acres

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Commercial	C (Commercial)	C-2 (General Commercial)
North	Vacant	C (Commercial)	C-2 (General Commercial)
South	Motel	C (Commercial)	C-2 (General Commercial)
East	Motel	C (Commercial)	C-2 (General Commercial)
West	Hotel & Casino	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Redevelopment Plan Area	X		Y
Downtown Centennial Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
Downtown Entertainment Overlay District	X		Y
Downtown Overlay - District Fremont East	X		Y
Trails		X	Y
Rural Preservation Overlay District		X	Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan, this project is exempt from the automatic application of Title 19.10 parking requirements. The table provided below shows the potential parking loads that may be generated by this proposal.

Use	*Gross Floor Area or Number of Units*	*Base Parking Requirement*			*Provided*	
			Parking		*Parking*	
		Parking Ratio	Regular	Handi-capped	Regular	Handi-capped
Tavern Limited Establishment	4,000 SF	1:50 (Public Seating and Waiting Area)	80			
	1,845 SF	1:200 (Remaining GFA)	10			
Office	1,374 SF	1:300	5			
Commercial Recreation/Amusement Facility (Outdoor)	5,352 SF	1:200	27			
			117	5		
TOTAL			122		0*	

*The proposed use would typically require 122 parking spaces. The justification letter states that parking for this proposal is available in three public parking garages all located within a short walking distance. There are also 10 metered parking spaces located in front of the property, with additional on-street metered parking spaces available throughout the Downtown Entertainment Overlay District.

ANALYSIS

- **Land Use and Zoning**

  Redevelopment Plan Area
  The parcel is within the boundaries of the Las Vegas Redevelopment Area, with a C (Commercial) land use designation. The C (Commercial) land use designation accommodates the proposed uses, which are also in conformance with the Redevelopment Plan.

Downtown Overlay District
Properties within the Downtown Overlay District are encouraged to develop complex, visually interesting and urbane walkable mixed-use environments. Therefore, proposals located within this overlay are exempt from the automatic application of the mandatory maximum building height, required building setback, maximum lot coverage, residential adjacency, standard landscaping requirements, and standard parking requirements in Section 19.08.040, Section 19.08.050, Section 19.08.060, Chapter 19.10, and Chapter 19.12.

Downtown Entertainment Overlay District
The subject property is located within the Downtown Entertainment Overlay District, which is intended to further the City's downtown redevelopment plans in the spirit of restoring downtown Las Vegas as a dynamic, vibrant center for the entire Las Vegas Valley. Creation of the district is also intended to adjust the zoning and licensing restrictions to encourage non-gaming blues and jazz nightclubs, comedy clubs, and other musical entertainment venues and sets forth signage requirements per the Downtown Design Review Committee (DDRC).

- **Use**

A Tavern-Limited Establishment with an accessory Commercial Recreation/Amusement Facility (Outdoor) that provides an outdoor performance venue is a permitted use in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit. Specifically, the use complies with the intent of the Downtown Entertainment Overlay District of encouraging musical entertainment venues.

- **Site Plan**

The site is located on a 0.32 acre parcel, adjacent to the east side of 7th Street, approximately 50 feet south of Ogden Drive. The proposal consists of the addition of a 5,352 square-foot outdoor performance area enclosed by ten-foot high wall to an existing two-story building. Direct access is provided to the site from 7th Street, where 10 on-street metered parking spaces are provided with service access provided from a rear alley. The applicant is seeking to accommodate the parking requirements with the public parking garages located in the immediate area. The provided site plans show a 10-foot wide sidewalk along the front of the building with a five-foot wide amenity area showing shade trees planted at 30-foot intervals along 7th Street.

- **Floor Plan**

  The submitted floor plans depict an open floor plan, with the exception of the two restroom located near the front entry. A bar service area is located at the rear of the building and a stage is shown at the center of the building. A second floor provides space for two offices, a small conference room, some storage area, and two restrooms. Three rolling doors are proposed between the enclosed Tavern area and the outdoor performance area. There are additional access doors located at the front and rear of the existing building with emergency egress for the outdoor performance area located at streetside and into the alleyway

- **Conditions**

  The use shall conform to, and is subject to, the provisions of Title 19.04.010 for the Tavern-Limited Use. It is important to note that, pursuant to Title 19.06.120, the distance separation requirements shall not apply for any liquor establishment (tavern), supper club, restaurant service bar, or other liquor-serving establishment that is approved by means of a Special Use Permit.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 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 can be conducted in a manner that is harmonious and compatible with the surrounding land uses. This area is intended for this and other similar type uses that offer food, drink, and entertainment. The proposal is in compliance with the area and the General Plan.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site is physically suitable for the type and intensity of land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

The subject property is primarily accessed via 7th Street pedestrian. Parking is provided from surrounding public parking. Service access is adequately provided from an existing alley located at the rear of the proposal. this type of development.

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."**

   This Special Use Permit request is in compliance with all applicable plans and policies and will not adversely affect the public health or the general welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   This Special Use Permit request is in compliance with all the conditions of Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added conditions 1 and 2 and amended condition #5 at the Planning Commission meeting. The applicant did not agree to all the conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

NOTICES MAILED 239 by City Clerk

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-32171** APN: 139-34-612-007, 008

Name of Property Owner: FRANKLIN J. Elam

Name of Applicant: FRANCISCO LARA

Name of Representative: FRANCISCO LARA

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 X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: FRANKLIN J. Elam
MANAGING PARTNER

Subscribed and sworn before me

This 24th day of Nov., 2008

[signature]
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIE MURPHY
No: 06-108770-1
My Appointment Expires Sept. 27, 2010

State of Nevada
County of Clark

OGDEN STREET

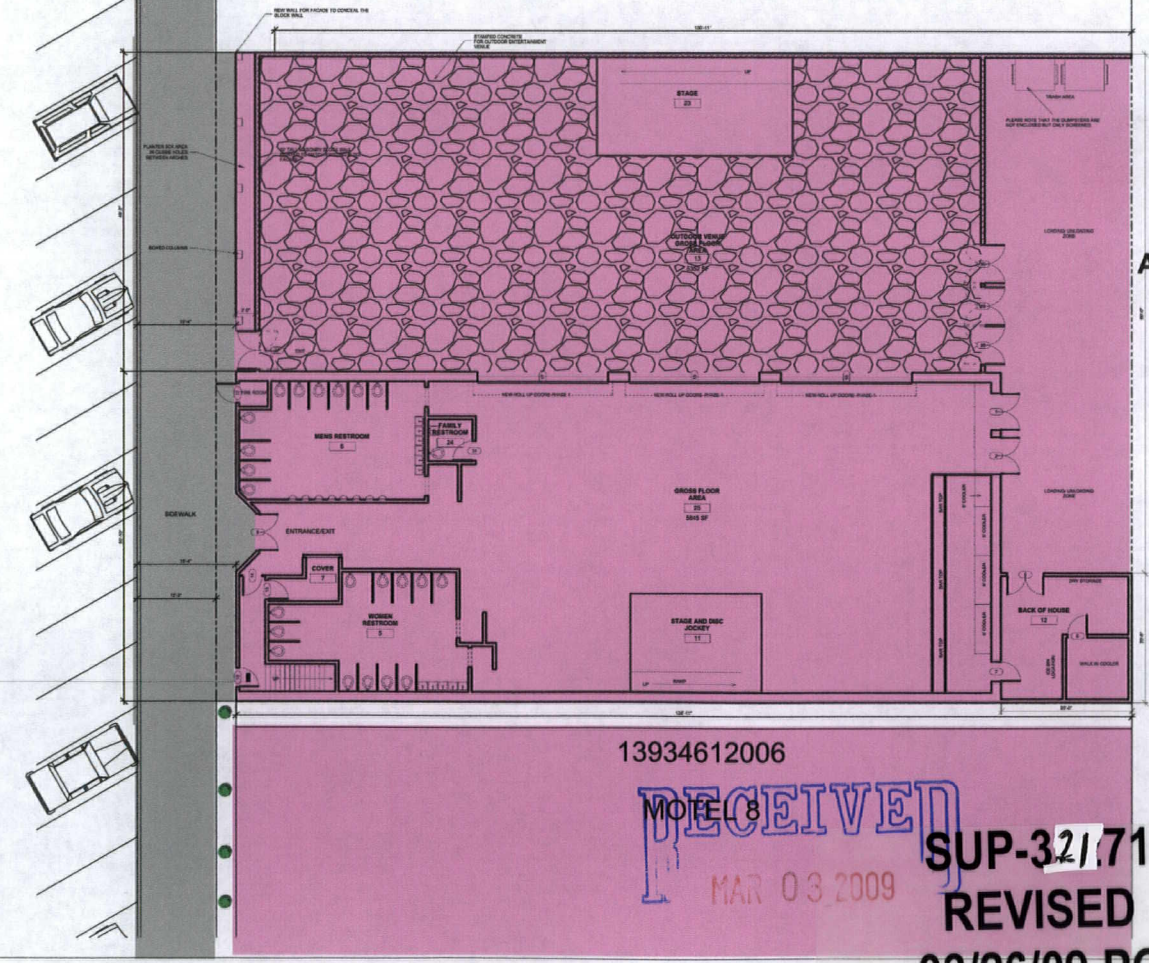
13934612009

VACANT LOT

7TH STREET

ALLEYWAY

ORTEZ
GARAGE



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MAR 03 2009

SUP-32171
REVISED
03/26/09 PC

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Franci
Azul
Site Plan

Project number
Date
Drawn by
Checked by

A

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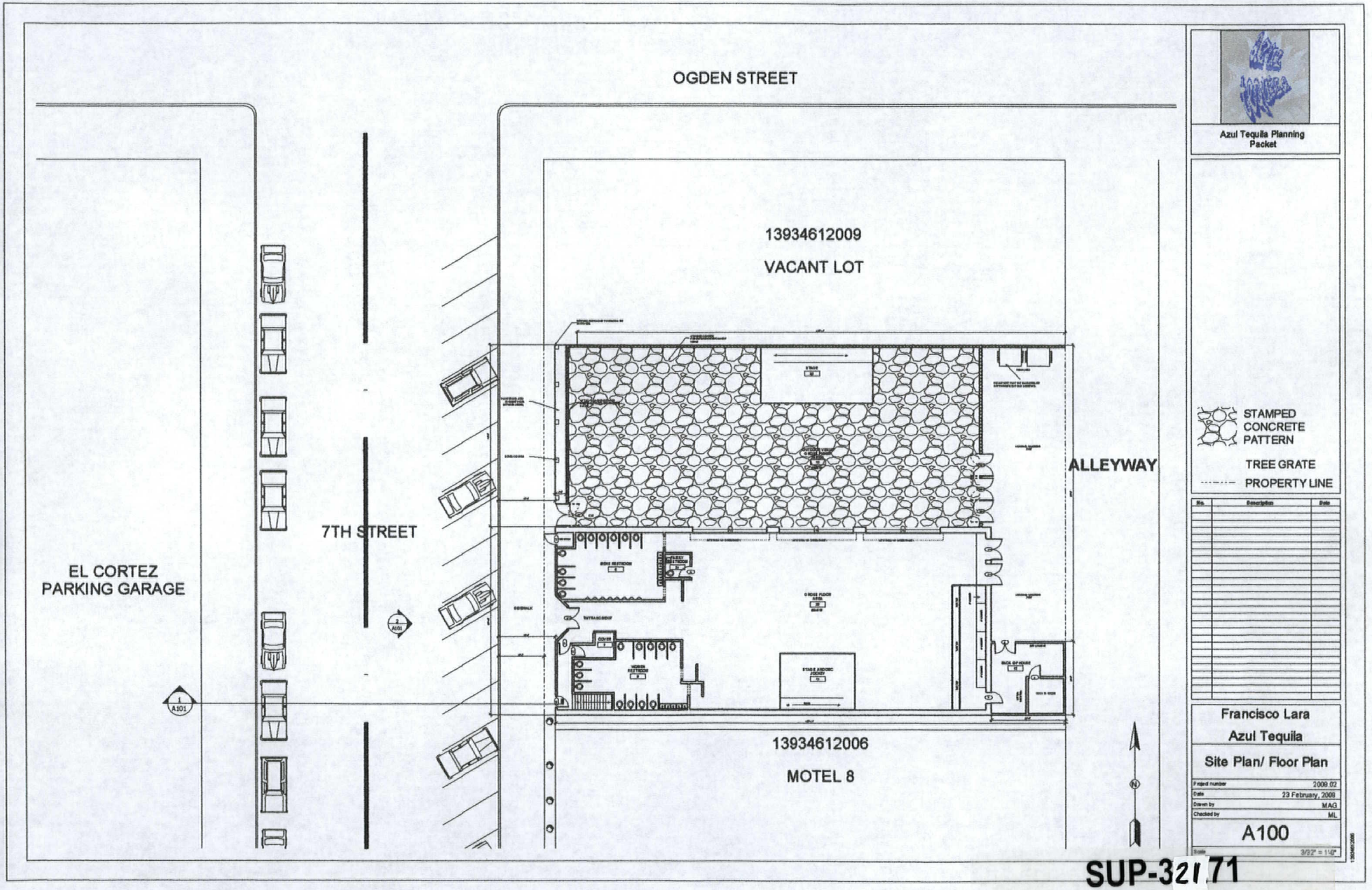

Azul Tequila Planning Packet

STAMPED CONCRETE PATTERN

TREE GRATE

PROPERTY LINE

No.	Description	Date

Francisco Lara

Azul Tequila

Site Plan/ Floor Plan

Project number	2008.02
Date	23 February, 2008
Drawn by	MAG
Checked by	ML

A100

Scale 3/32" = 1'-0"

SUP-32171
REVISED
03/26/09 PC

Francisco Lara
115 N. 7th St.
Las Vegas, Nevada
Downtown Centennial
Entertainment District

Azul Tequila Nightclub

Azul Tequila Nightclub is a very innovative nightclub which is going to offer one of a kind entertainment and an experience unique to the Downtown Centennial entertainment district. The Azul Tequila experience is going to differ from other nightclubs in the way that Azul Tequila is going to offer outdoor entertainment with live band and disc jockeys. The outdoor entertainment is going to be a first to the Downtown Entertainment District and will attract plenty of people to the Downtown Centennial area.

Azul Tequila will operate 7 days a week and the hours of operation are projected to be from 7 P.M. to 7 A.M. The entertainment venue will be diverse in order to cater to a diverse public. The outdoor venue is projected to be a year round experience to be enjoyed under the stars. Azul Tequila will offer 2 distinct dance floors, one dance floor will be indoors, and the other dance floor will be outdoors. Azul Tequila will offer two permanent stages which are going to be A.D.A. accessible and offering two shows at the same time.

The project will be all in one phase. New restroom facilities will accommodate our guests, a full service bar, and a new addition to the rear of the building which is going to accommodate our back of house operations such as the handling of deliveries, a walk in cooler, ice bins, and a dry storage. A 10 foot tall masonry block wall all around the perimeter will aid in maintain privacy and providing some acoustical control. To the front of our building along 7th Street we will provide landscaping in our amenity zone to pedestrians and a building façade which is going to be one of a kind and unique to the Downtown Centenial Area. A new façade with a unique Architectural style will be carried out along the 7th street.

Our outdoor entertainment venue is going to be located on private property, and does not extend into other adjacent properties and or obstruct the public right of way. Seating areas do not interfere with egress and ingress in any way shape or form. One of the waivers that we request are concerning the barriers. Instead of providing a railing system we would like to match our existing building façade to a 10 foot high masonry block wall which will be decorated in such a fashion that it will conceal our block wall. The block wall will be stuccoed to match the existing building theme and painted to match the existing building facade. Our outdoor venue flooring will be a stamped concrete which will have a very unique finish of its own. We are going to simulate a unique style of stamped concrete. All of our exterior furniture will be made of sturdy, durable and commercial grade materials which will match the theme of elegant outdoor entertainment. Exterior Lighting will be shielded and of low wattage meant to illuminate the outdoor seating areas. Our 10' wall which we are proposing will shield light and serve as a sound barrier to avoid disturbances to adjacent properties. The exterior seating areas will be designed for maximum cleanliness and ease of maintenance. Any item of furniture equipment that is broken, rusting, or degraded will be removed promptly. All

SUP-32171
REVISED
03/26/09 PC

alcoholic beverage services in outdoor areas will conform to LVCM title 6. We are also requesting a minor review of site development plans under title 19.18.05.
We do plan on having Deciduous Shade Trees or palm trees every 30 feet on center as called out in the Downtown Centennial Plan page 49. We At Azul Tequila are willing to conform with all of your conditions and thank you for all your support in assisting us with the realization of the project.

Sincerely,
Francisco Lara

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SUP-32171
03/26/09 PC



SUP-32171 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC
115 NORTH 7TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/12/09



SUP-32171 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC
115 NORTH 7TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/12/09



SUP-32171 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC
115 NORTH 7TH STREET
MARCH 26, 2009 PLANNING COMMISSION

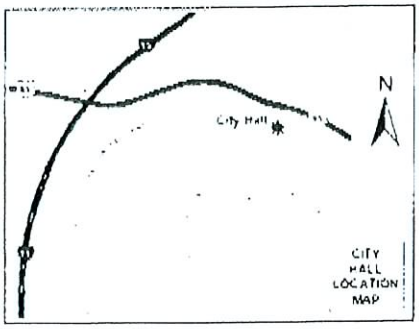
02/12/09

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

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Case: SUP-32171
13934512093
ROBERTS BRADFORD
1810 E SAHARA AVE #100
LAS VEGAS NV 89104-3735

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Toyoda Roberts Realty 7028669854 >>

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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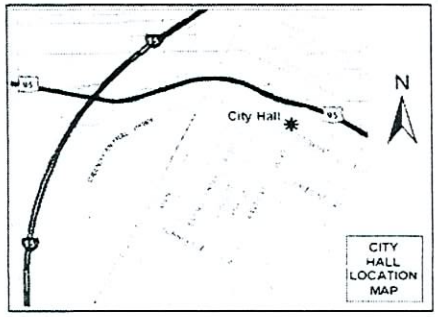

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SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

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Case: SUP-32171

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PELLICCIA UGO & LINDA
3055 S BRONCO ST
LAS VEGAS NV 89146-6601

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Las Vegas, Nevada 89101-2986

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Good plan

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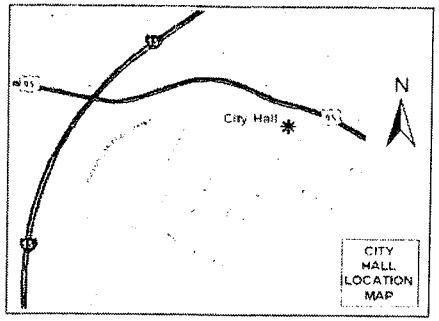

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SUP-32171 & SDR-33426
Planning Commission Meeting of 3/26/2009

Case: SUP-32171
13935211109
FERENCZIK SYLVIA LAURA
2061 DIAMOND BAR DR
LAS VEGAS NV 89117-1930

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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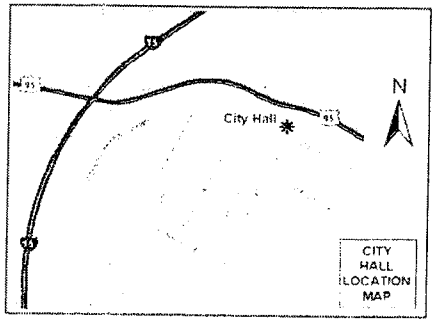

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Green Valley

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SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

Case: SUP-32171

13935211108
FEDERICO MICHAEL A
2061 DIAMOND BAR DR
LAS VEGAS NV 89117-1930

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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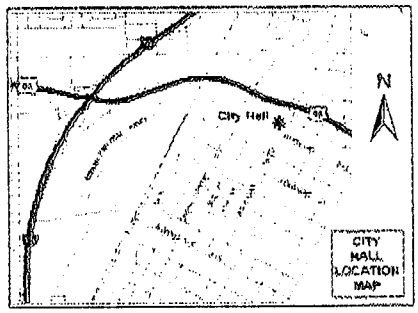

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Case: SUP-32171

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CIN CITY L L C
4171 S PURPLE SAGE DR
CHANDLER AZ 85248-4847

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Case: SUP-32171

13934712043
POULOS FAMILY TRUST
308 SUNNYVALE ST
LAS VEGAS NV 89145-4847

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32171 & SDR-33426
Planning Commission Meeting of 3/26/2009

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

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SUP-33171 & SDR-33426
Planning Commission Meeting of 3/26/2009

Case: SUP-33171

13834613175
WATTS LEONARD F
550 STONEYWOOD TERR
MABLETON GA 30126-0000

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City of Las Vegas Agenda Item No.: **130.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

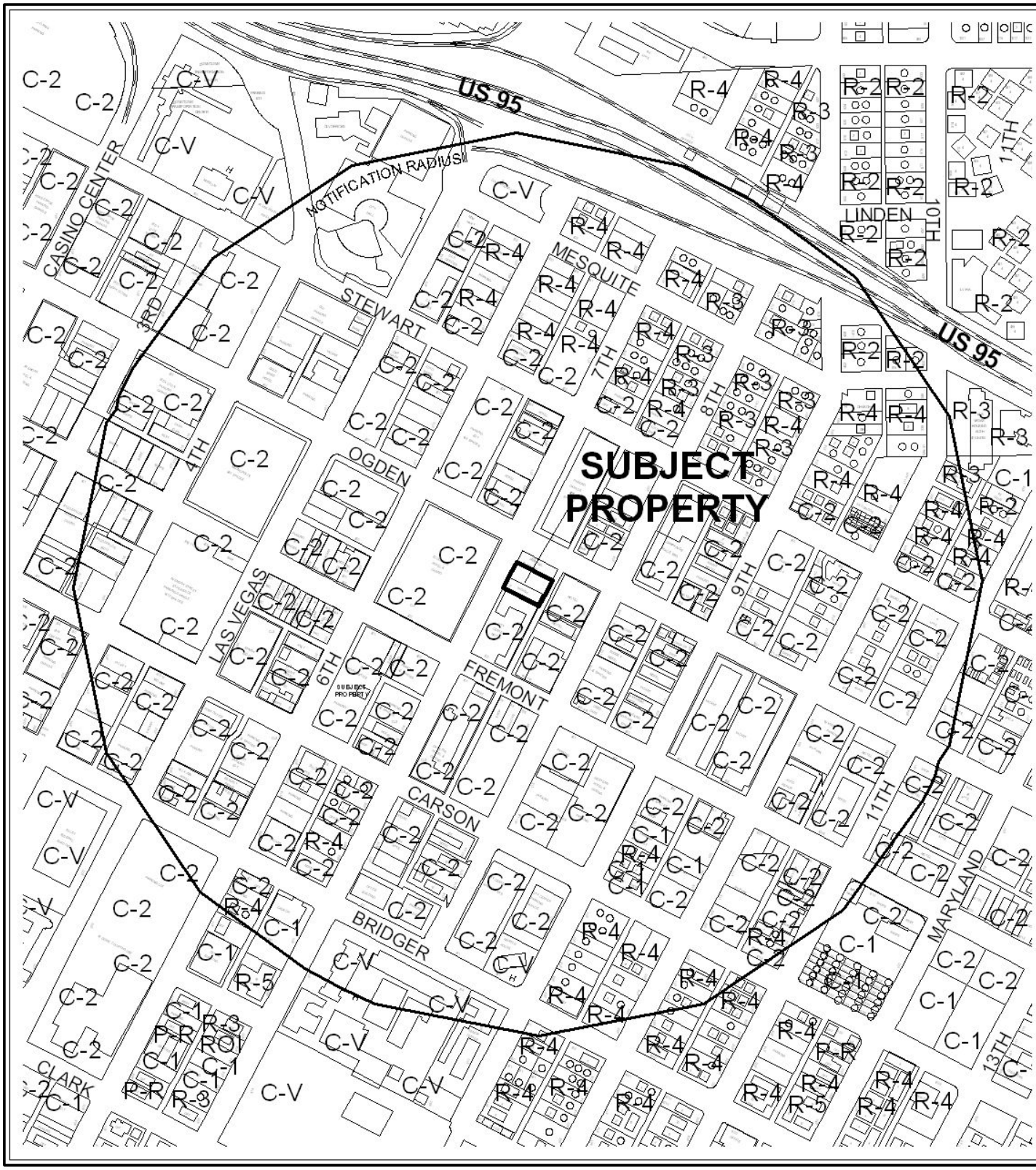
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33426 - SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-32171 - PUBLIC HEARING - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC - Request for a Site Development Plan Review FOR A PROPOSED TAVERN-LIMITED ESTABLISHMENT IN AN EXISTING TWO-STORY, 7,632 SQUARE-FOOT BUILDING WITH A 6,160 SQUARE-FOOT COMMERCIAL RECREATION/AMUSEMENT FACILITY (OUTDOOR) at 115 North 7th Street (APN 139-34-612-086), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**7**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 20



CASE: **SDR-33426**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **SDR-33426**

RADIUS: 1500 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33426 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-32171) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. 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 03/03/09, except as amended by conditions herein.

4. The Reversionary Map (FMP-33456) must be recorded prior to the issuance of building permits.

5. All commercial signage shall receive approval from the Downtown Design Review Committee (DDRC) prior to the issuance of sign permits.

6. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. Sign and record a Covenant Running with Land agreement for the possible future installation of half-street improvements (including curb and gutter, sidewalks, street lighting, permanent paving and possibly fire hydrants and sewers) on Seventh Street adjacent to this site prior to the issuance of any permits for this site.

13. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility.

14. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the 7th Street public right-of-way adjacent to this site prior to occupancy of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Site Development Plan Review (SDR-33426) for a proposed Tavern-Limited Establishment in an existing two-story, 7,632 square-foot building with an accessory 6,160 square-foot Commercial Recreation/Amusement Facility (Outdoor) that will serve as an outdoor performance venue.

There is a related request for a Special Use Permit (SUP-32171) for the Tavern-Limited Establishment use that will be heard concurrently with this proposal.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/64	The City Council approved a Rezoning to C-2 (General Commercial) on the subject site as part of a larger request (Z-0100-64).
12/20/06	The City Council approved a request for a Special Use Permit (SUP-17310) for a proposed Tavern-Limited Establishment at 115 North 7th Street. The Planning Commission and staff recommended approval. NOTE: This entitlement expired on 12/20/07.
03/02/09	A Final Map (FMP-33456) technical review was approved and an action letter was sent for a reversion to acreage of approximately 0.32 acres at the Southeast corner of 7th Street and East Ogden Street. This map has not yet recorded.
03/26/09	The Planning Commission recommended approval of companion item SUP-32171 concurrently with this application. The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #20/mh).
Related Building Permits/Business Licenses	
03/06/07	Plan check #L-0833-07 was created for a tenant improvement to 115 North 7th Street but no building permits have been issued against this property.
03/28/07	Civil improvement plans (#CLV-18158) were issued for a fire riser addition to 115 North 7th Street. The plans were finaled on 04/09/07 and will expire on 04/09/09.
Pre-Application Meeting	
11/05/09	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Site Development Plan Review for a proposed Tavern-Limited with an accessory outdoor performance area located in the Entertainment Overlay. The pre-application requirements for the related Special Use Permit (SUP-32171) were revisited to ensure coordination between both application requests.

Neighborhood Meeting
A neighborhood meeting is not required nor was one held.

Field Check	
02/12/09	A field check was made by staff with the following observations: • Existing two story building currently unoccupied and in generally good condition. • Undeveloped northern portion of lot is fenced off from public access. • Alleyway in suitable condition. • There are 10 metered on-street parking spaces in front of subject property.

Details of Application Request	
Site Area	
Net Acres	0.32 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Commercial	C (Commercial)	C-2 (General Commercial)
North	Vacant	C (Commercial)	C-2 (General Commercial)
South	Motel	C (Commercial)	C-2 (General Commercial)
East	Motel	C (Commercial)	C-2 (General Commercial)
West	Hotel & Casino	C (Commercial)	C-2 (General Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan	X		Y
Redevelopment Plan Area	X		Y
Downtown Centennial Plan	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
Downtown Entertainment Overlay District	X		Y
Downtown Overlay - District Fremont East	X		Y
Trails		X	Y
Rural Preservation Overlay District		X	Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

Pursuant to Title 19.06.060, the Downtown Centennial Plan area exempts properties from the automatic application of building height limitations, setbacks, lot coverage, and standard parking requirements. The following development standards apply to this subject proposal:

Standard	***Provided***
Setbacks • Front • Side • Corner • Rear	 2'-6" 0' 0' 0'
Building Height	24 feet
Trash Enclosure	Located in an area adjacent to the rear of the alley with screening from the public right-of-way.
Mech. Equipment	Roof-mounted and screened from view. Additional equipment is located within an enclosure located adjacent to the rear alley.

Streetscape Standards	***Required***	***Provided***	***Compliance***
North-South Streets (Non-Major) 7th Street	10-foot wide sidewalk with a five-foot wide amenity zone landscaped with 15-foot tall shade trees placed at 30-foot increments.	10-foot wide sidewalk with a five-foot wide amenity zone landscaped with 15-foot tall shade trees placed at 30-foot increments.	N*

*A condition of approval has been added requiring a covenant running with land to install the appropriate streetscape when determined appropriate by the City of Las Vegas.

Pursuant to the Downtown Centennial Plan, this project is exempt from the automatic application of Title 19.10 parking requirements. The table provided below shows the potential parking loads that may be generated by this proposal.

	Gross Floor Area or Number of Units	***Base Parking Requirement***			***Provided***	
			Parking		*Parking*	
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped
Tavern Limited Establishment	4,000 SF	1:50 (Public Seating and Waiting Area)	80			
	1,845 SF	1:200 (Remaining GFA)	10			

Office	1,374 SF	1:300	5			
Commercial Recreation/Amusement Facility (Outdoor)	5,352 SF	1:200	27			
			117	5		
TOTAL			122		0*	

*The proposed use would typically require 122 parking spaces. The justification letter states that parking for this proposal is available in three public parking garages all located within a short walking distance. There are also 10 metered parking spaces located in front of the property, with additional on-street metered parking spaces available throughout the Downtown Entertainment Overlay District.

ANALYSIS

- **Land Use and Zoning**

  Redevelopment Plan Area
  The parcel is within the boundaries of the Las Vegas Redevelopment Area, with a C (Commercial) land use designation. The C (Commercial) land use designation accommodates the proposed uses, which are also in conformance with the Redevelopment Plan.

  Downtown Overlay District
  Properties within the Downtown Overlay District are encouraged to develop complex, visually interesting and urbane walkable mixed-use environments. Therefore, proposals located within this overlay are exempt from the automatic application of the mandatory maximum building height, required building setback, maximum lot coverage, residential adjacency, standard landscaping requirements, and standard parking requirements in Section 19.08.040, Section 19.08.050, Section 19.08.060, Chapter 19.10, and Chapter 19.12.

  Downtown Centennial Plan Area (Fremont East)
  The parcel is located within the East Fremont District of the Downtown Centennial Plan. The East Fremont District is the logical extension of the Fremont Street Experience eastward and includes casinos and supporting commercial, motel, and some residential uses. This transitional district is bound by the centerline of Las Vegas Boulevard on the west, the centerline of Ogden Avenue on the north, the centerline crossing of Eastern Avenue and Charleston Boulevard on the east and the centerline of Carson Avenue on the south.

Downtown Entertainment Overlay District

The subject property is located within the Downtown Entertainment Overlay District, which is intended to further the City's downtown redevelopment plans in the spirit of restoring downtown Las Vegas as a dynamic, vibrant center for the entire Las Vegas Valley. Creation of the district is also intended to adjust the zoning and licensing restrictions to encourage non-gaming blues and jazz nightclubs, comedy clubs, and other musical entertainment venues and sets forth signage requirements per the Downtown Design Review Committee (DDRC).

- **Site and Landscape Plan**

The site is located on a 0.32 acre parcel, adjacent to the east side of 7th Street, approximately 50 feet south of Ogden Drive. The proposal consists of the addition of a 5,352 square-foot outdoor performance area enclosed by ten-foot high wall to an existing two-story building with a gross floor area of 7,632 square feet.

Direct access is provided to the site from 7th Street, where 10 on-street metered parking spaces are provided with service access provided from a rear alley. The applicant is seeking to accommodate the parking requirements with the local hotel and casino parking garages and public parking garages located in the immediate area. The provided site plans do not show the required 10-foot wide sidewalk along with a five-foot wide amenity area showing shade trees planted at 30-foot intervals along 7th Street. A condition has been added requiring a covenant running with land to install the proper streetscape in the future.

Staff has added a condition to specify the size and species of trees in concordance with the Downtown Centennial Requirements (15-foot tall Southern Live Oak, Shoestring Acacia, or African Sumac shade trees).

- **Elevations**

The provided elevations depict a 24-foot tall, two-story building with an adjoining outdoor performance area enclosed by a ten-foot wall. The existing flat-roofed building is proposing to add a cornice, wooden simulated vigas extending from the exterior walls, and band of Spanish tiles that tie into the adjoining performance area. The exterior walls of the adjoining outdoor performance area will have a series of arches finished with smooth stucco consisting of three earth-toned colors and stained wood trim. The existing glass storefront will be refinished with an arched arcade while the windows on the second floor will have window box planters. The elevations and architectural detailing of the proposal provide a positive contribution to the area.

- **Floor Plan**

  The submitted floor plans depict an open floor plan, with the exception of the two restroom located near the front entry. A bar service area is located at the rear of the building and a stage is shown at the center of the building. A second floor provides space for two offices, a small conference room, some storage area, and two restrooms. Three rolling doors are proposed between the enclosed Tavern-Limited use and the outdoor performance area.

  There are additional access doors located at the front and rear of the existing building with emergency egress for the outdoor performance area located at streetside and into the alleyway.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with the casino located across 7th Street to the west, the motels adjacent to the east and south, and the parking lot adjacent to north of the subject property.

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;**

   The proposed development is consistent with the C (Commercial) land use designation and the Tavern-Limited use with the accessory Commercial Recreation/Amusement Facility (Outdoor) is allowed upon approval of the related Special Use Permit (SUP-32171).

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided directly from 7th Street, an 80-foot wide right-of-way, with service access provided from an alley way located at the rear of the building. The proposed development will operate mostly from pedestrian traffic that is generated in the Downtown Entertainment Overlay District and supported by multiple parking garages located in close proximity.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials are appropriate for the area and for the City. A condition has been added to ensure that the provided street trees meet the minimum requirements of the Downtown Centennial Plan Streetscape Standards.

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 provided elevations show an aesthetic improvement to the existing building that ties in seamlessly to the accessory commercial Recreation/Amusement Facility (Outdoor) use. Staff finds that the proposal will create an orderly and aesthetically pleasing contribution to the surrounding area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development will not impact public health, safety or welfare as the development will be subject to City inspections during construction and business operations.

PLANNING COMMISSION ACTION

The Planning Commission removed two conditions at the request of the applicant and staff. The Planning Commission had questions regarding any formal arrangements that may exist regarding shared use of parking within the entertainment district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

NOTICES MAILED 239 by City Clerk

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-33426** APN: 139-34-612-007, 008

Name of Property Owner: FRANKLIN J. Elam

Name of Applicant: FRANCISCO LARA

Name of Representative: FRANCISCO LARA

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 X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: FRANKLIN J. Elam
MANAGING PARTNER

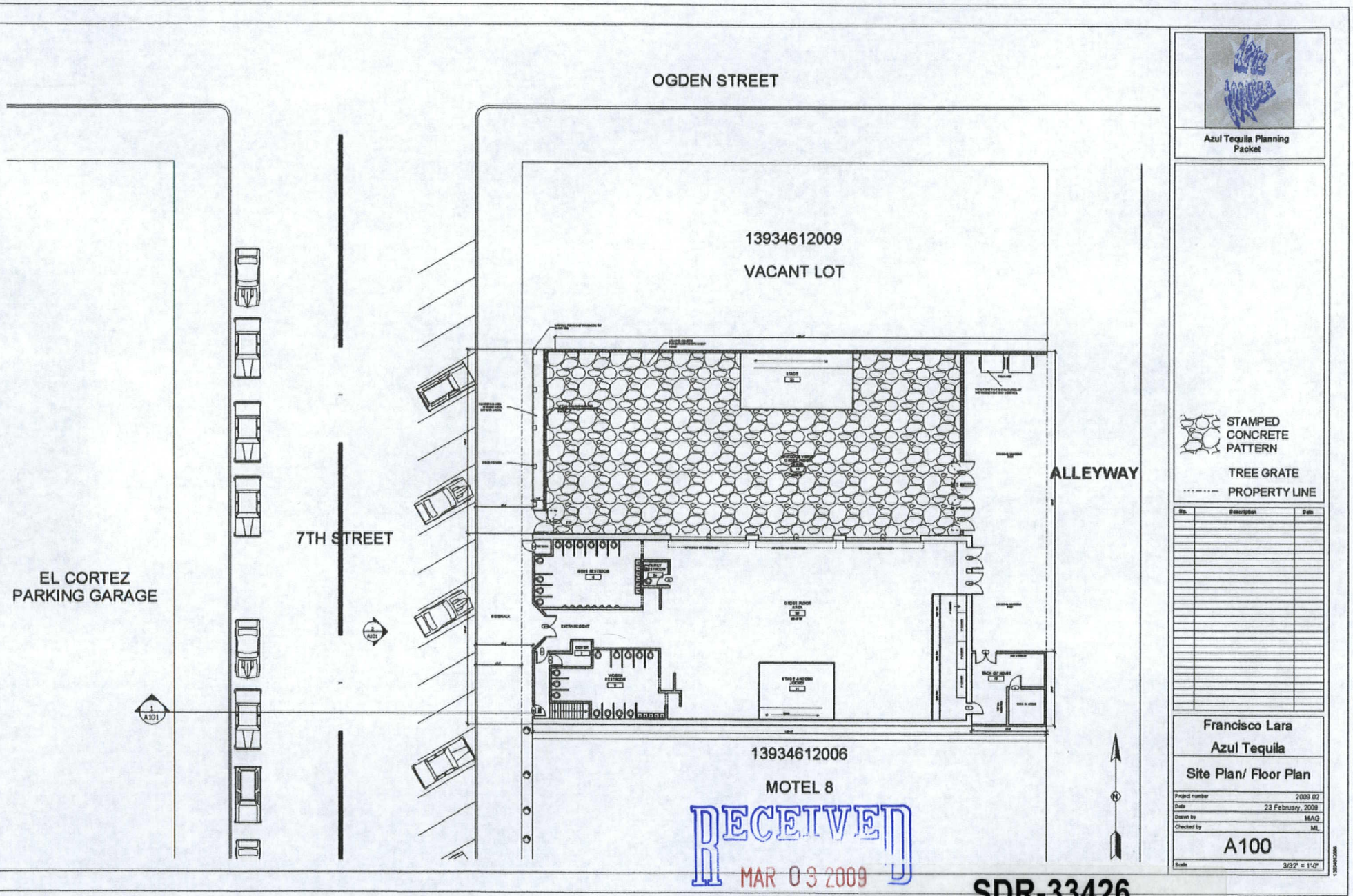
Subscribed and sworn before me

This 24th day of Nov., 2008

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MARIE MURPHY
No: 06-108770-1
My Appointment Expires Sept. 27, 2010

State of Nevada
County of Clark



Azul Tequila Planning Packet

No.	Description	Date

Francisco Lara

Azul Tequila

Site Plan/ Floor Plan

Project number	2009.02
Date	23 February, 2009
Drawn by	MAG
Checked by	ML

A100

Scale 3/32" = 1'-0"

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MAR 03 2009

SDR-33426
REVISED
03/26/09 PC

OGDEN STREET

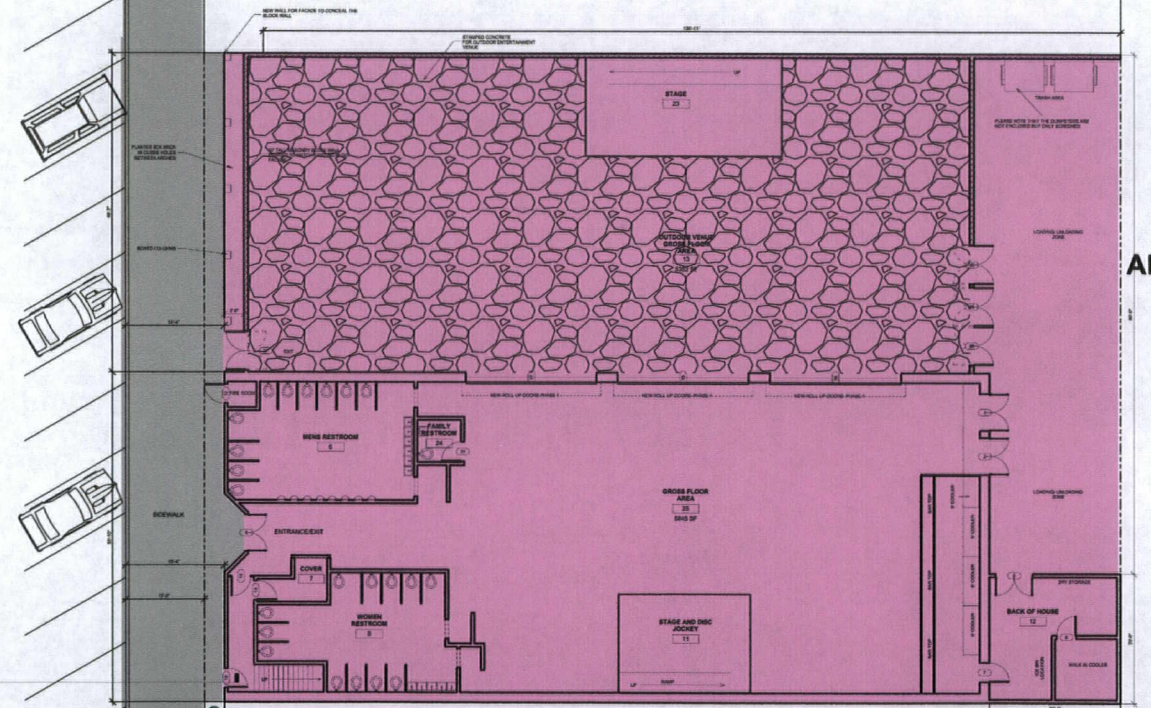
13934612009

VACANT LOT

7TH STREET

ALLEYWAY

ORTEZ
GARAGE



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MOTEL 8

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03/26/09 PC

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Franci
Azul
Site Plan

Project number
Date
Drawn by
Checked by
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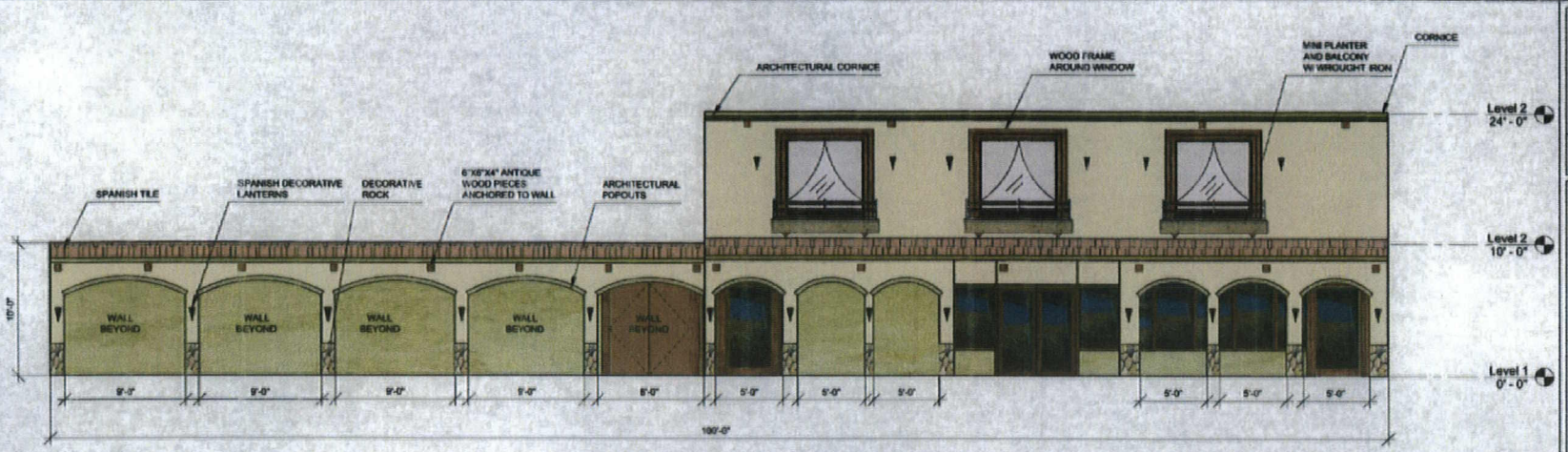
Scale



MATERIALS

- STUCCO WITH A LUGANO TEXTURE
- SPANISH TILE
- EXTERIOR FINISH PAINT ON STUCCO FINISH SMOOTH
- EXTERIOR FINISH PAINT ON STUCCO FINISH SMOOTH
- 6X6X4 ANTIQUE WOOD PIECES ANCHORED TO WALL
- RIVER STONE
- SPANISH DECORATIVE LANTERN
- ARCHITECTURAL CORNICE STEPPED
- DARK ANTIQUE WOOD STAIN FINISH
- SECOND STORY PLANTER/ BALCONY



Azul Tequila Planning Packet

No.	Description	Date

Francisco Lara

Azul Tequila

COLORED ELEVATION

Project number	2009.02
Date	23 February, 2009
Drawn by	MAG
Checked by	ML

A102

Scale

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SDR-33426
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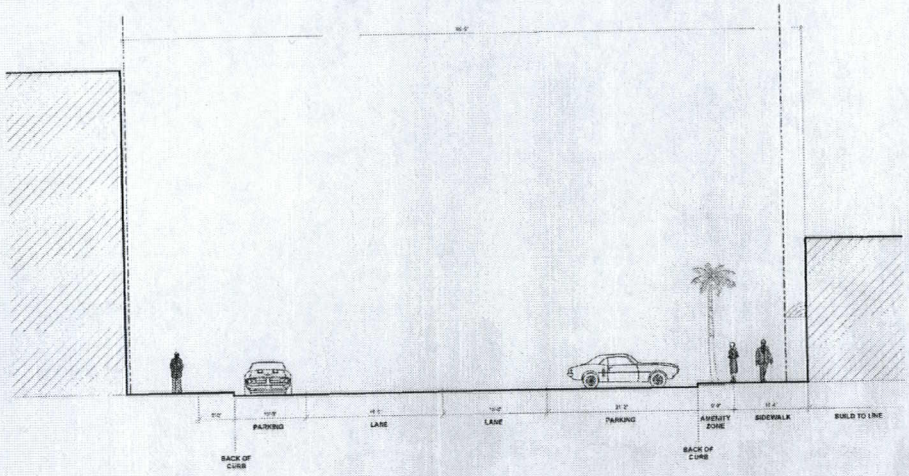
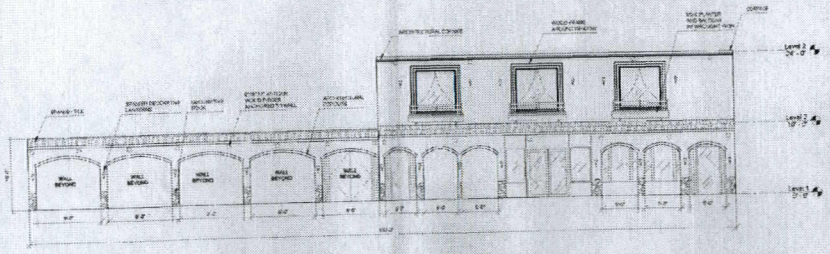
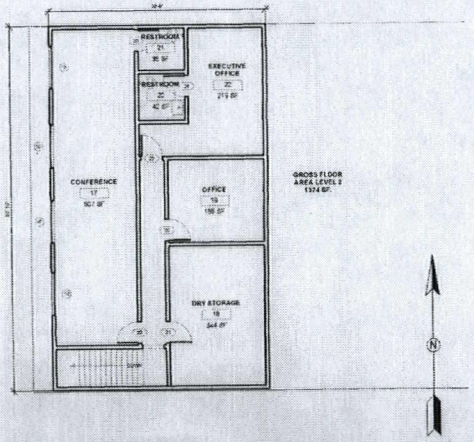
03/26/09 PC



1 STREET SECTION
Scale: 1/8" = 1'-0"



2 ELEVATION LOOKING FROM 7TH STREET
Scale: 1/8" = 1'-0"



3 FLOORPLAN LEVEL 2
Scale: 1/16" = 1'-0"



Azul Tequila Planning Packet

PLEASE NOTE THAT OUR NEW MASONRY WALL AT THE OUTDOOR VENUE WILL MATCH THE EXISTING BUILDING FACADE.

No.	Description	Date

Francisco Lara

Azul Tequila

SECTIONS, LEVEL 2 & ELEVATIONS

Project number	2009.02
Date	23 February, 2009
Drawn by	MAG
Checked by	ML

A101

Scale: 3/32" = 1'-0"

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SDR-33426
REVISED

RECEIVED
MAR 03 2009

400-33426-Revised (P+E) Stamped 3-3-09

SDR 33426

Francisco Lara

115 North 7th St.

Proposed 7.6-thousand square foot tavern and venue.

Traffic produced by proposed development:

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	DRINKING PLACE [1000SF]	7.6	141.75	1,077
AM Peak Hour			0.00	0
PM Peak Hour			11.34	86
(heaviest 60 minutes)				

Existing traffic on all nearby streets:

Ogden Ave.	
Average Daily Traffic (ADT)	3,300
PM Peak Hour	264
(heaviest 60 minutes)	

7th St.	
Average Daily Traffic (ADT)	3,088
PM Peak Hour	247
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Ogden Ave.	23775
7th St.	15000

This project will add approximately 1,077 trips per day on Ogden Ave. and 7th St. This will increase expected volumes by 33 percent on Ogden and by about 35 percent on 7th. Currently Ogden is at about 14 percent of capacity and 7th is at about 21 percent of capacity.

Based on Peak Hour use, this development will add roughly 86 additional cars into the area; which works out to about 3 every 2 minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-33426 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC
115 NORTH 7TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/12/09



SDR-33426 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC
115 NORTH 7TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/12/09



SDR-33426 - APPLICANT: FRANCISCO LARA - OWNER: 7TH STREET PROPERTIES, LLC
115 NORTH 7TH STREET
MARCH 26, 2009 PLANNING COMMISSION

02/12/09

Francisco Lara
115 N. 7th St.
Las Vegas, Nevada
Downtown Centennial
Entertainment District

Azul Tequila Nightclub

Azul Tequila Nightclub is a very innovative nightclub which is going to offer one of a kind entertainment and an experience unique to the Downtown Centennial entertainment district. The Azul Tequila experience is going to differ from other nightclubs in the way that Azul Tequila is going to offer outdoor entertainment with live band and disc jockeys. The outdoor entertainment is going to be a first to the Downtown Entertainment District and will attract plenty of people to the Downtown Centennial area.

Azul Tequila will operate 7 days a week and the hours of operation are projected to be from 7 P.M. to 7 A.M. The entertainment venue will be diverse in order to cater to a diverse public. The outdoor venue is projected to be a year round experience to be enjoyed under the stars. Azul Tequila will offer 2 distinct dance floors, one dance floor will be indoors, and the other dance floor will be outdoors. Azul Tequila will offer two permanent stages which are going to be A.D.A. accessible and offering two shows at the same time.

The project will be all in one phase. New restroom facilities will accommodate our guests, a full service bar, and a new addition to the rear of the building which is going to accommodate our back of house operations such as the handling of deliveries, a walk in cooler, ice bins, and a dry storage. A 10 foot tall masonry block wall all around the perimeter will aid in maintain privacy and providing some acoustical control. To the front of our building along 7th Street we will provide landscaping in our amenity zone to pedestrians and a building façade which is going to be one of a kind and unique to the Downtown Centenial Area. A new façade with a unique Architectural style will be carried out along the 7th street.

Our outdoor entertainment venue is going to be located on private property, and does not extend into other adjacent properties and or obstruct the public right of way. Seating areas do not interfere with egress and ingress in any way shape or form. One of the waivers that we request are concerning the barriers. Instead of providing a railing system we would like to match our existing building façade to a 10 foot high masonry block wall which will be decorated in such a fashion that it will conceal our block wall. The block wall will be stuccoed to match the existing building theme and painted to match the existing building facade. Our outdoor venue flooring will be a stamped concrete which will have a very unique finish of its own. We are going to simulate a unique style of stamped concrete. All of our exterior furniture will be made of sturdy, durable and commercial grade materials which will match the theme of elegant outdoor entertainment. Exterior Lighting will be shielded and of low wattage meant to illuminate the outdoor seating areas. Our 10' wall which we are proposing will shield light and serve as a sound barrier to avoid disturbances to adjacent properties. The exterior seating areas will be designed for maximum cleanliness and ease of maintenance. Any item of furniture equipment that is broken, rusting, or degraded will be removed promptly. All

SUP-32171 SDR-33426
REVISED 03/26/09 PC

alcoholic beverage services in outdoor areas will conform to LVCM title 6. We are also requesting a minor review of site development plans under title 19.18.05.
We do plan on having Deciduous Shade Trees or palm trees every 30 feet on center as called out in the Downtown Centennial Plan page 49. We At Azul Tequila are willing to conform with all of your conditions and thank you for all your support in assisting us with the realization of the project.

Sincerely,
Francisco Lara

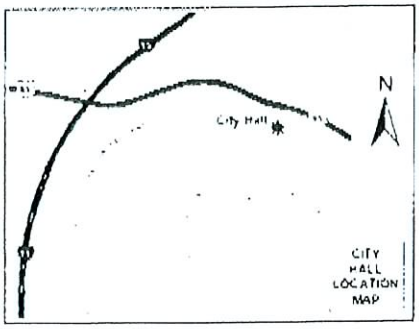
SUP-32171 SDR-33426
REVISED 03/26/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

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Case: SUP-32171
13934512093
ROBERTS BRADFORD
1810 E SAHARA AVE #100
LAS VEGAS NV 89104-3735

19A

AAVDS11 89104

Toyoda Roberts Realty 7028669854 >>

2009-03-17 16:16

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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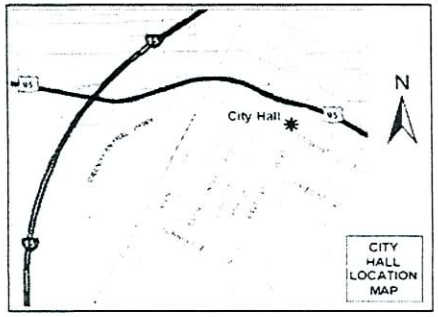
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

Case: SUP-32171

13935211052
PELLICCIA UGO & LINDA
3055 S BRONCO ST
LAS VEGAS NV 89146-6601

AAVDS11 89146

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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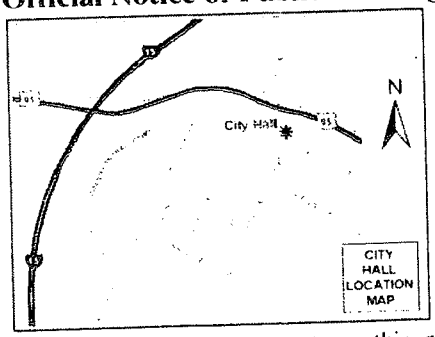

Great idea

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

Case: SUP-32171

13935211108
FEDERICO MICHAEL A
2061 DIAMOND BAR DR
LAS VEGAS NV 89117-1930

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AAVDS11 89117

after final agenda

Date 3-26-09 Item 20

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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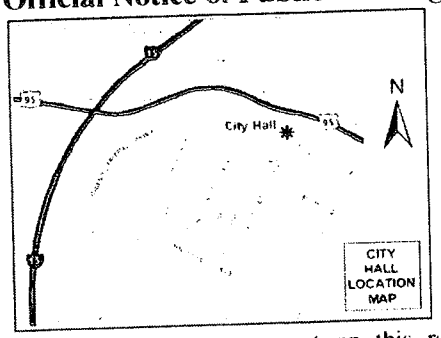

Good plot

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-32171

13935211109
FERENCZIK SYLVIA LAURA
2061 DIAMOND BAR DR
LAS VEGAS NV 89117-1930

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

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as Vegas, Nevada 89101-2986

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

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Planning Commission Meeting of 3/26/2009

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Case: SUP-32171

13934712043
POULOS FAMILY TRUST
308 SUNNYVALE ST
LAS VEGAS NV 89145-4847

WORLD FINANCIAL GROUP

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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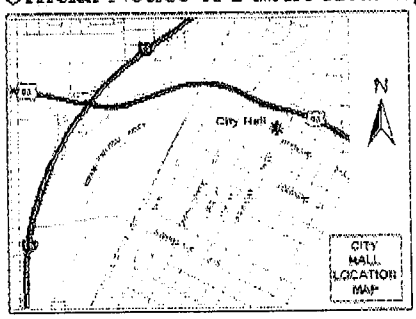

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Case: SUP-32171

13934613185
CIN CITY L L C
4171 S PURPLE SAGE DR
CHANDLER AZ 85248-4847

☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-32171 & SDR-33426

Planning Commission Meeting of 3/26/2009

AAUD51 85248

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-32171 & SDR-3826

Planning Commission Meeting of 3/26/2009

1393461375
WATTS LEONARD F
550 STONEYWOOD TERR
MABLETON GA 30126-0000

Case: SUP-32171

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MAR 20 2009

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City of Las Vegas Agenda Item No.: **131.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

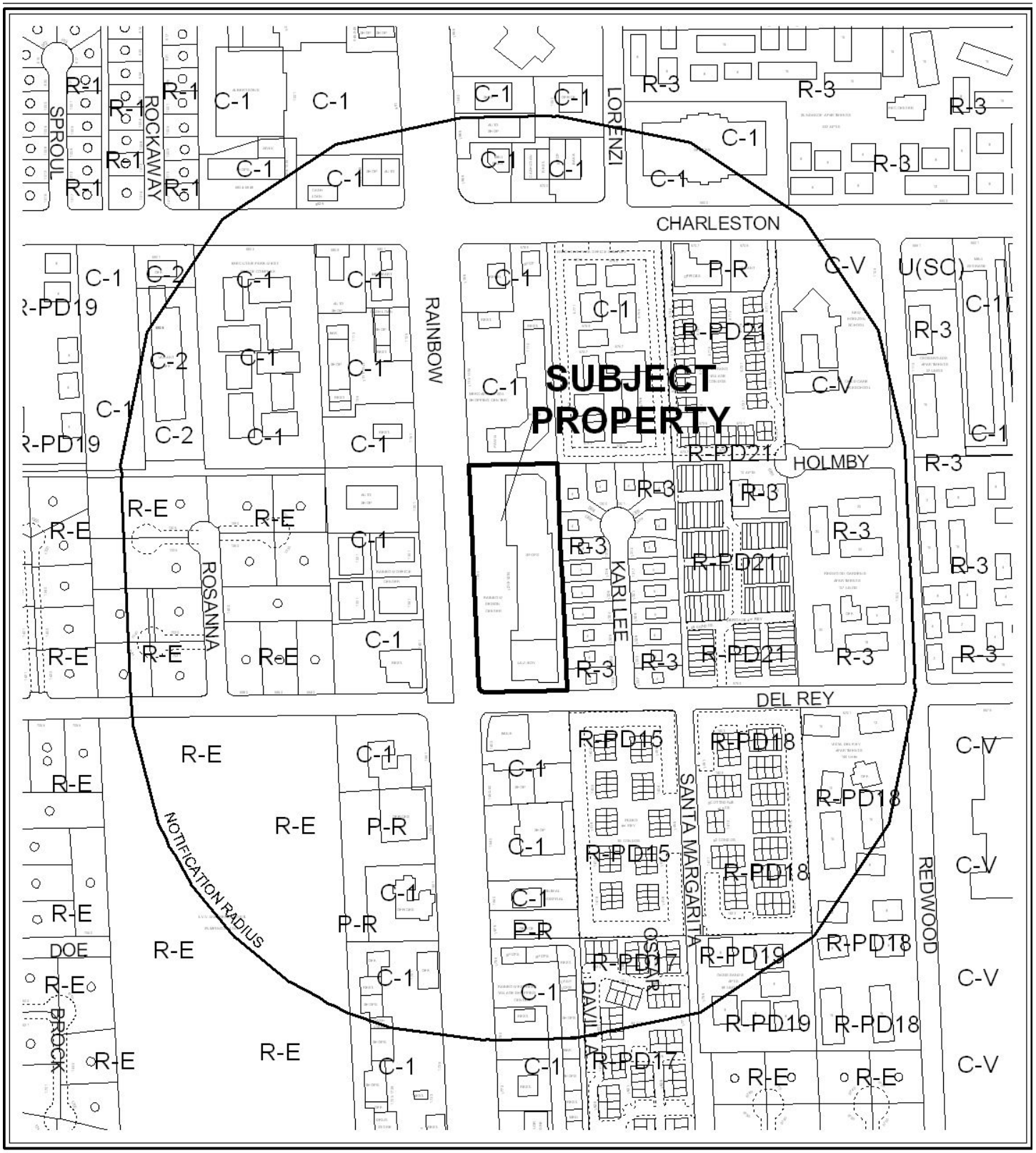
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-33388 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: BARGAIN HUNTERS, LLC - OWNER: JACK S. LAIRD, LLC - Request for a Special Use Permit FOR A PROPOSED 20,457 SQUARE-FOOT SECOND HAND DEALER at 1200 South Rainbow Boulevard (APN 163-02-101-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: To be heard on conjunction with Morning Session Item 66 The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup Referenced from the 03-26-2009 Planning Commission Meeting Item 21



CASE: **SUP-33388**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



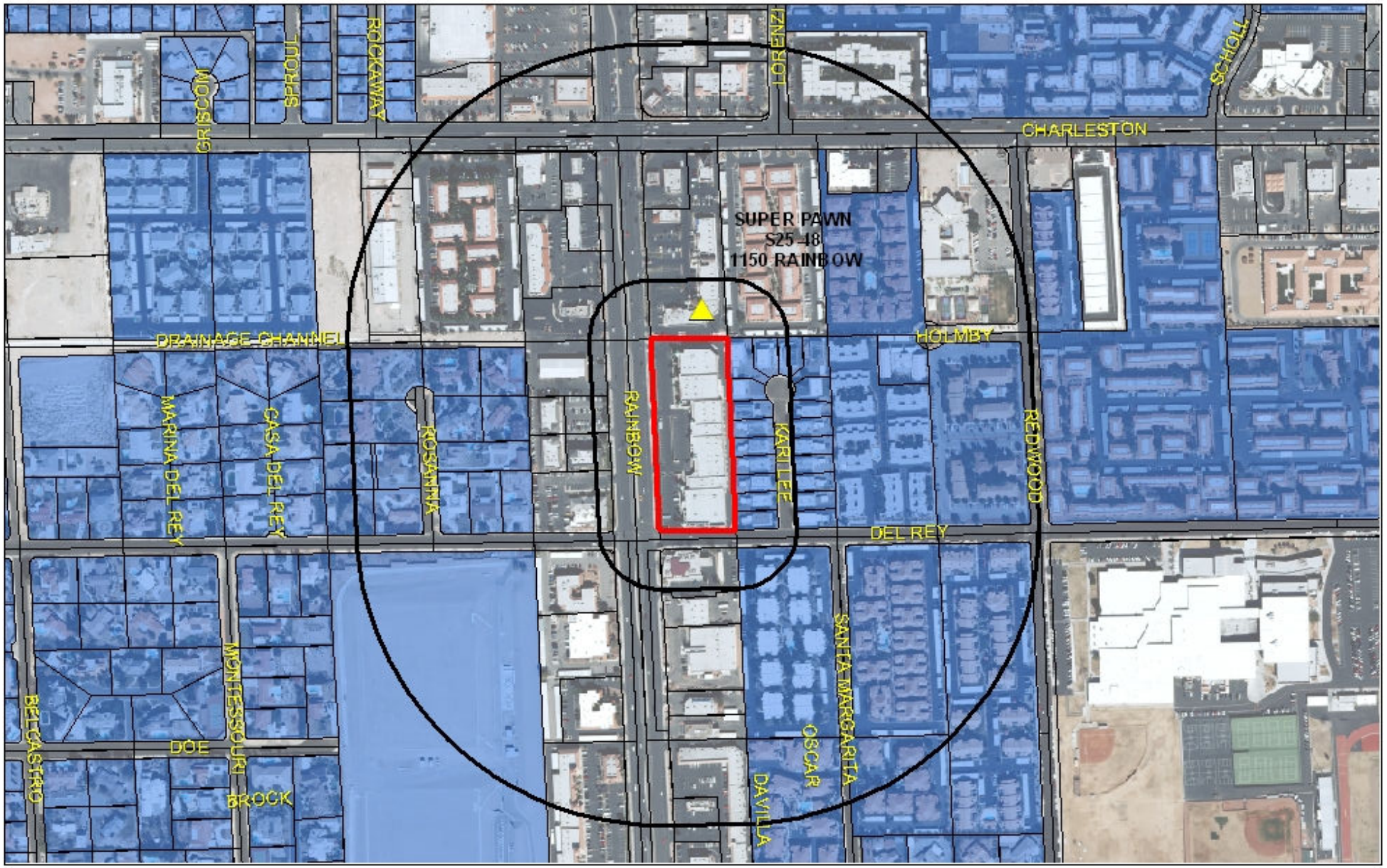
CASE: **SUP-33388**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-33388
Second Hand Dealers

Business Locations
- Second Hand Dealers
- Residential Zoning

Subject Property

200 FT &
1000 FT Buffer

0 287.5 575 1,150 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-33388 - APPLICANT: BARGAIN HUNTERS, LLD - OWNER: JACK LAIRD S, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Secondhand Dealer use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Special Use Permit for a proposed 20,457 square-foot Secondhand Dealer use within an existing building on 3.65 acres at 1200 South Rainbow Boulevard. The applicant has indicated that the project is a tenant improvement and will not alter the square footage of the existing building and will not modify the existing condition of the site. The proposed use is compatible with the surrounding area and meets the minimum Special Use Permit requirements for a Secondhand Dealer use; therefore, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/19/86	The City Council approved a request for Annexation (A-0009-85) of property described generally as located south of Charleston Boulevard between Torrey Pines Drive and Fort Apcahe Road.
07/20/88	A request for a Reclassification (Z-0055-88) of property from N-U (Non-Urban) to C-1 (Limited Commercial), located at 1200 South Rainbow Boulevard The Planning Commission also recommended approval.
03/26/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #21/ng).
Related Building Permits/Business Licenses	
02/10/89	A building permit (#89023103) was issued for Phase I – New Shell Building at 1200 South Rainbow Boulevard. This permit was finalized on 02/23/90
04/28/89	A building permit (#89023104) was issued for on-site improvements and hardscapes at 1200 South Rainbow Boulevard. This permit expired on 02/23/08.
03/20/90	A building permit (#90058949) was issued for Phase II – New Shell Building at 1200 South Rainbow Boulevard. This permit was finalized on 08/07/90.
03/20/90	A building permit (#90058950) was issued for on-site improvements and hardscapes for Phase II at 1200 South Rainbow. This permit expired on 02/23/08
04/09/94	A building permit (#92139707) was issued for 2 illuminated pole signs at 1200 South Rainbow Boulevard. This permit expired on 04/09/94.
01/16/96	A building permit (#96000959) was issued for a Tenant Improvement at 1200 South Rainbow Boulevard for a furniture store. This permit was finalized on 03/29/96.
03/01/96	A building permit (#96004136) was issued for 3-sided monument sign and 2-wall signs at 1200 South Rainbow Boulevard. This permit expired on 09/28/96.
03/22/02	A building permit (#2005034) was issued for 135 square-foot wall sign at 1200 South Rainbow Boulevard. This permit expired on 09/21/02.

07/28/03	A building permit (#3016057) was issued to replace a damaged block wall at 1200 South Rainbow Boulevard. This permit was finalized on 08/12/03
08/29/03	A business license (F07-01718) was issued for a Furniture Store at 1200 South Rainbow Boulevard. This license was marked out on 05/16/08
12/18/07	A business license (D02-0093) was issued for Distressed Merchandise Sales at 1200 South Rainbow Boulevard. This license was marked out on 05/16/08
11/26/08	A business license (F07-01999) was issued for a Furniture Store at 1200 South Rainbow Boulevard. This license is still active.

Pre-Application Meeting	
01/29/09	A pre-application meeting was held where the submittal requirements for a Special Use Permit were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	

Field Check	
02/19/09	During a routine field check staff observed a well-maintained retail center.

Details of Application Request	
Site Area	
Gross Acres	3.65

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Retail Development	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Development	SC (Service Commercial)	C-1 (Limited Commercial)
South	Financial Institution	SC (Service Commercial)	C-1 (Limited Commercial)
East	Medium Density Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Retail / Office Development	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
General Personal Service (Martial Arts Studio)	2,000 SF	1: 250	8				
General Retail	41,750	1: 250	167				
Secondhand Dealer	20,457 SF	1: 250	82				
Sub-Total	64,207 SF		257	7	121	5	*N
TOTAL			264		126		

*The proposed use will be located within an existing retail building site approved by (Z-55-88) with associated surface parking and no expansion of the existing facility is proposed. The project location is considered parking impaired pursuant to Title 19.10.010(c).

ANALYSIS

This is a request for a Special Use Permit for a proposed 20,457 square-foot Secondhand Dealer at 1200 South Rainbow Boulevard. The subject site is an existing furniture store and is located within an existing shopping center capable of accommodating a variety of uses. The addition of a Secondhand Dealer within this center is compatible with the existing and future land uses. Therefore, staff recommends approval.

- **Zoning**

  The subject site is located on the Southwest Sector Map of the General Plan. The site is designated as SC (Service Commercial). This category allows for a low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow Mixed-Use development with a residential component where appropriate.

The subject site is currently within a C-1 (Limited Commercial) zoning district and will utilize 20,457 square feet of space. The C-1(Limited Commercial) district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfare along major retail corridors. The C-1 (Limited Commercial) district is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan. The use will not change the physical appearance or characteristics of the subject site and is compatible with the surrounding uses in the area. The proposed Secondhand Dealer use is permissible with the approval of this request and would then be consistent with the established SC (Service Commercial) General Plan designation and C-1 (Limited Commercial) zoning district.

- **Use**

Secondhand Dealer is defined by Title 19 as a specialty shop which deals solely in one kind of used commodity with no new commodities, or a business in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include wearing apparel, furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery or guns. This use includes the sale of jewelry (Class III type) and scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, the sale of used cars or the sale of other items which the City Council determines do not fit within the intent of this term. This use does not include the buying and selling of foreign or domestic coins for numismatic purposes, which shall be allowed where retail sales of new merchandise is permitted. This use also does not include a thriftshop or nonprofit thriftshop. The applicant has indicated that they will be selling used home furnishing and appliances which is incidental to the sell of new articles.

The floor plan indicates that there will be two showrooms, a storage room, two offices, a cashiers counter, four restrooms and area located in the back of the building for shipping and receiving goods. Staff finds that the required parking for this site is 264 parking spaces with seven handicapped designated spaces. A staff site visit determined that this location has a total of 126 parking spaces, with five designated handicap spaces. This center was built in 1990 to applicable parking standards and therefore is considered a parking impaired development. Although parking is a noted concern, this is mitigated by this commercial center's parking impaired status and the fact that the proposed Secondhand Dealer use has the same parking requirements as the existing general retail use.

- **Minimum Special Use Requirements**

  Minimum Special Use Permit Requirements for a Secondhand Dealer use in a C-1 (Limited Commercial) zoning district are:

  *1. No outdoor display, sales or storage of any merchandise shall be permitted.
  *2. The use shall comply with the applicable requirements of LVMC Title 6.
  *3. No secondhand dealer shall be located on either side of Fremont Street or on Las Vegas Boulevard South, between Charleston Boulevard and Sahara Avenue.

  Pursuant to Title 19.04.050, these are the Minimum Special Use Permit Requirements, and are not Waivable. The proposed Secondhand Dealer use meets the Minimum Special Use Permit Requirements per Title 19.04. Therefore, staff is recommending approval of this Special Use Permit.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 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 is compatible with the SC (Service Commercial) General Plan designation and is located within an existing shopping center. The use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Secondhand Dealer use will be in conjunction with three existing General Retail Stores, Other Than Listed and a General Personal Service (Martial Arts Studio) within a shopping center, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Rainbow Boulevard Avenue, a 100-foot Primary Arterial, and Del Rey Avenue, a 60-foot Local Collector, as designated in the Master Plan of Streets and Highways. These streets provide adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this special use permit should not compromise public health, safety, or welfare as the proposed Secondhand Dealer use will be subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Secondhand Dealer use complies with the conditions per Title 19.04.

PLANNING COMMISSION ACTION

The applicant agreed to all proposed conditions. The Planning Commission had questions with regard to the acquisition and sale of firearms on site.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 3

SENATE DISTRICT 3

NOTICES MAILED 491 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-33388** APN: 163-02-101-003

Name of Property Owner: Jack S. Laird, LLC

Name of Applicant: Bargain Hunters, LLD

Name of Representative: Neil Lyxenburg

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Jack S. Laird

Subscribed and sworn before me

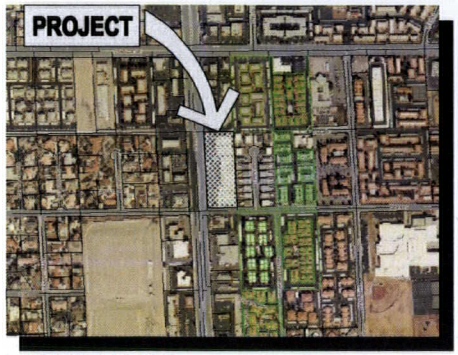
This 9 day of January, 2009

_____

Notary Public in and for said County and State

Nevada County, CA

R. BERGTHOLD
Commission # 1693526
Notary Public - California
Nevada County
My Comm. Expires Oct 10, 2010



VICINITY MAP

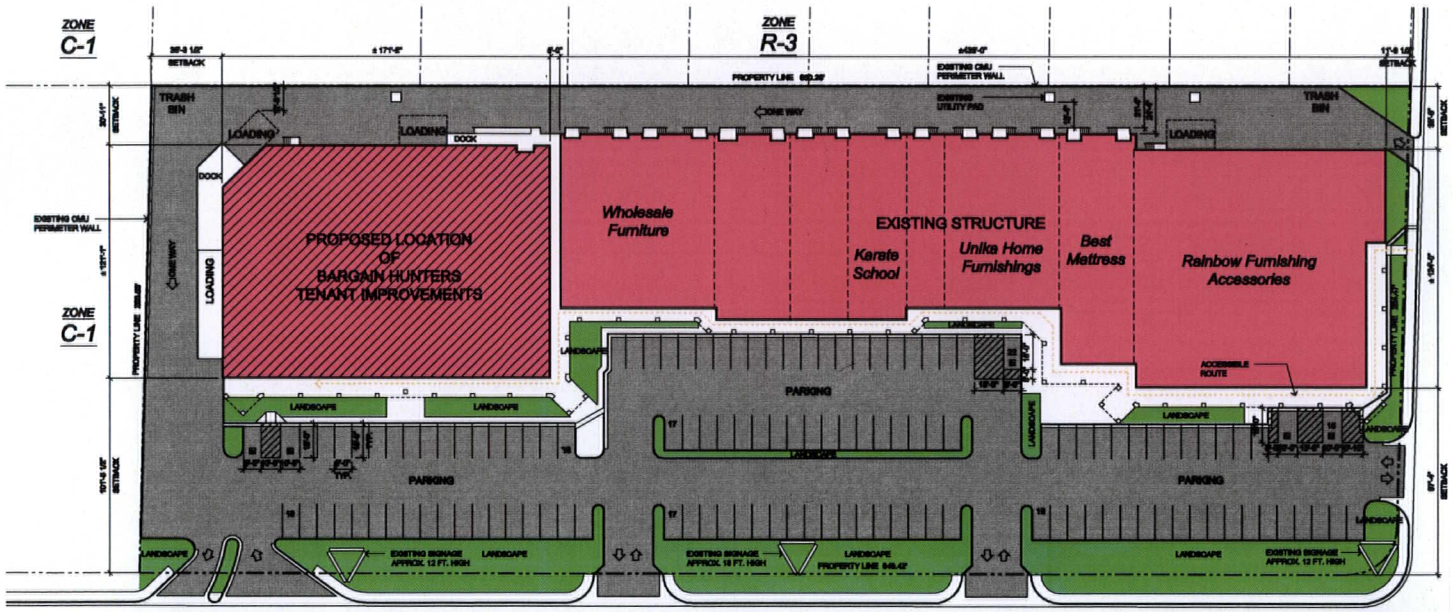
SITE DATA

JURISDICTION	LAS VEGAS
PARCEL NO.	163-02-101-003
ZONING	C-1
LAND USE DESIGNATION	COMMERCIAL
LOT SIZE	3.85 ACRES 168,994 SF
BARGAIN HUNTERS T.I.	20,457 SF
SHOPPING CENTER	11,314 SF
WHOLESALE SHOWROOM FACILITY	32,436 SF
STORAGE	8,457 SF (20% OF GROSS FLR. AREA)
TOTAL BUILDING AREA	64,207 SF
LOT COVERAGE	40.38 %

PARKING ANALYSIS

PARKING REQUIRED	
SHOPPING CENTER AT 1 SPACE PER 250 SF	257 SPACES
CURRENT USE	182 SPACES
SECONDHAND DEALER AT 1 SPACE PER 250 SF	81.83 SPACES
SHOPPING CENTER AT 1 SPACE PER 250 SF	45.26 SPACES
WHOLESALE SHOWROOM AT 1 SPACE PER 600 SF	51.90 SPACES
STORAGE AT 1 SPACE PER 2,500 SF	2.89 SPACES
PARKING PROVIDED	128 SPACES
HANDICAP ACCESSIBLE SPACES REQUIRED	7 SPACES
HANDICAP ACCESSIBLE SPACES PROVIDED	5 SPACES
VAN ACCESSIBLE SPACE REQUIRED	1 SPACE
VAN ACCESSIBLE SPACE PROVIDED	1 SPACE
LOADING SPACES (10X25) REQUIRED	4 SPACES
LOADING SPACES (10X25) PROVIDED	4 SPACES

8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020



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FEB 06 2009

DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

BARGAIN HUNTERS T.I.
1200 S. RAINBOW BLVD. LAS VEGAS, NV. 89146

SITE PLAN

north

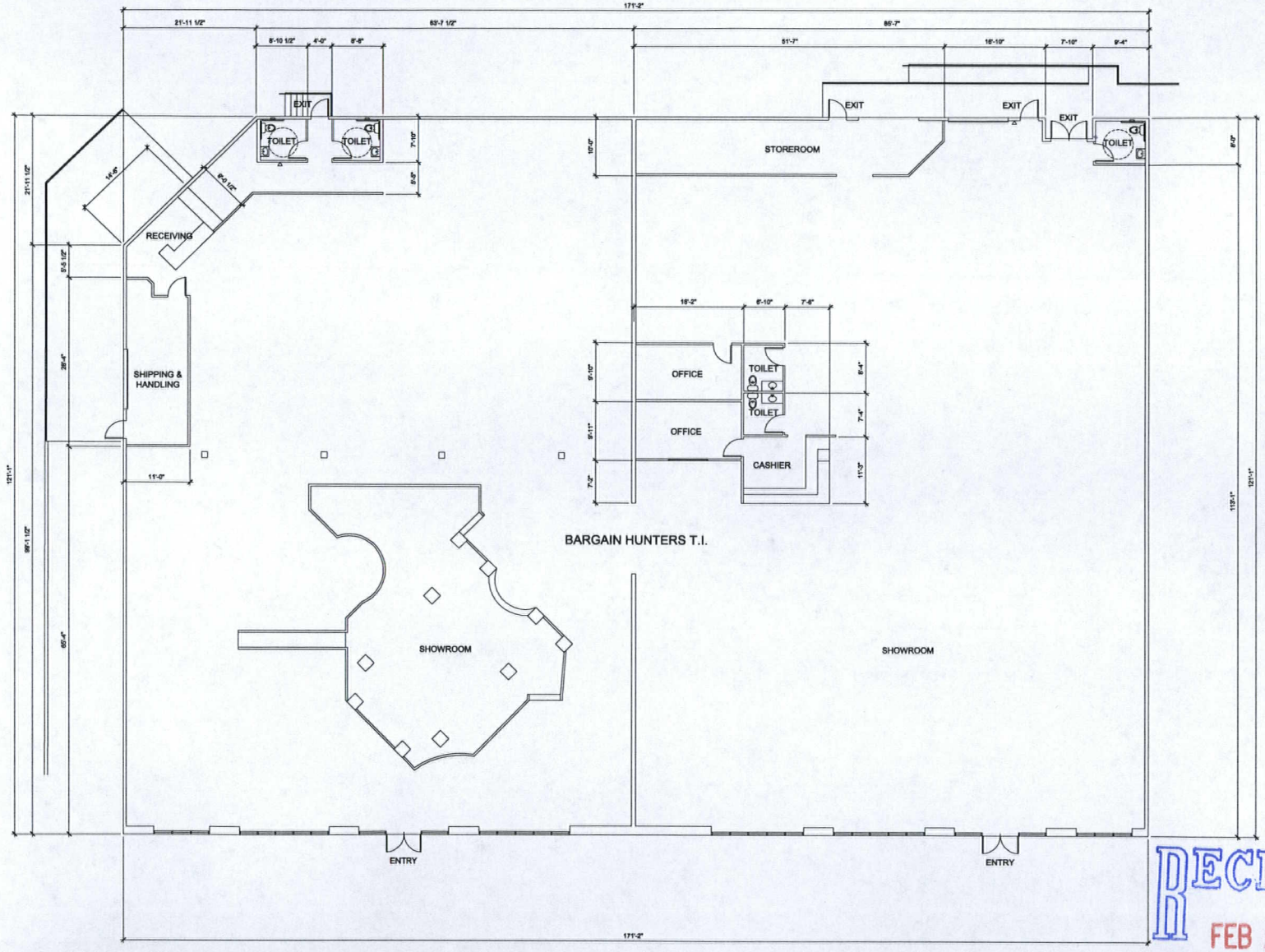
0 15' 30' 60'

FEBRUARY 4, 2009

A1.00

SITE PLAN
SCALE : 1" = 30'-0"

SUP-33388
03/26/09 PC



8965 s. eastern
suite 100
las vegas, nv 89123
p 702.456.1070
f 702.456.7020

DRAWING APPROVED:
DATE:

ethos three ARCHITECTURE

BARGAIN HUNTERS T.I.
1200 S. RAINBOW BLVD. LAS VEGAS, NV. 89146

FLOOR PLAN

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FEB 06 2009

north

0 4' 8' 16'

FEBRUARY 4, 2009

A2.00

FLOOR PLAN

SCALE : 1/8" = 1'-0"

SUP-33388
03/26/09 PC

SUP-33388
03/26/09 PC



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FEB 06 2009

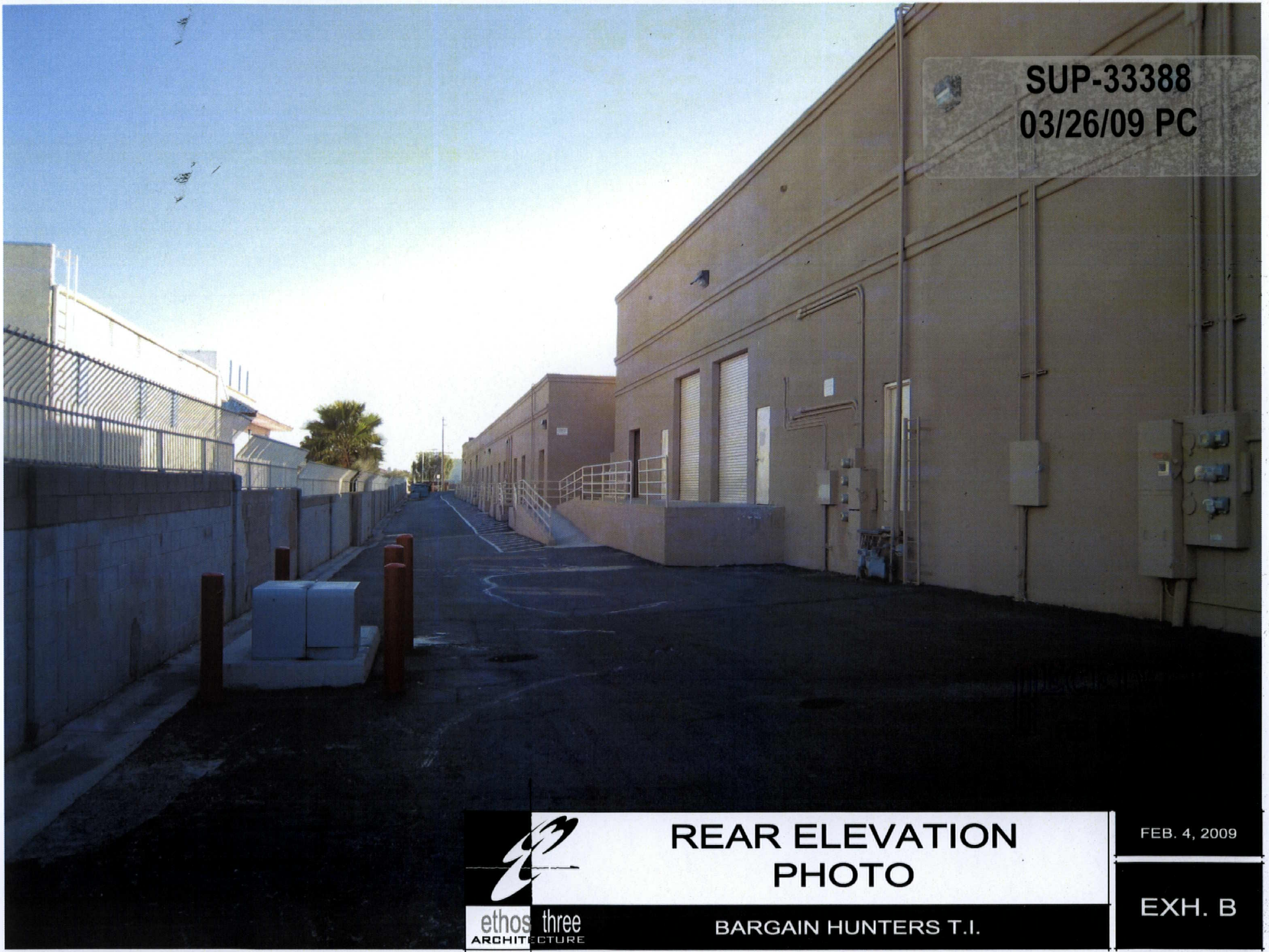
FRONT ELEVATION PHOTO

ethos three ARCHITECTURE

BARGAIN HUNTERS T.I.

FEB. 4, 2009

EXH. A



REAR ELEVATION PHOTO

ethos three ARCHITECTURE

BARGAIN HUNTERS T.I.

FEB. 4, 2009

EXH. B



SUP-33388 - APPLICANT: BARGAIN HUNTERS, LLC - OWNER: JACK S. LAIRD, LLC
1200 SOUTH RAINBOW BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



SUP-33388 - APPLICANT: BARGAIN HUNTERS, LLC - OWNER: JACK S. LAIRD, LLC
1200 SOUTH RAINBOW BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



SUP-33388 - APPLICANT: BARGAIN HUNTERS, LLC - OWNER: JACK S. LAIRD, LLC
1200 SOUTH RAINBOW BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/19/09



SUP-33388 - APPLICANT: BARGAIN HUNTERS, LLC - OWNER: JACK S. LAIRD, LLC
1200 SOUTH RAINBOW BOULEVARD
MARCH 26, 2009 PLANNING COMMISSION

02/19/09

ethos three
ARCHITECTURE

February 4, 2009

Planning and Development Department
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada 89101

RE: Bargain Hunters Retail Center – Justification Letter

Dear Planning Staff,

We are requesting a Special Use Permit for a 20,457 square foot Second Hand Dealer (Bargain Hunters) in an existing retail structure located at 1200 South Rainbow. The site is zoned C-1. The project is a tenant improvement and will not alter the square footage of the existing building and will not modify the existing condition of the site.

The parking requirements were analyzed based on the shopping center parking ratio (1/250) and current individual use as indicated on the Parking Analysis. The results are parking requirements of 257 spaces or 182 spaces. Therefore, the existing complex does not meet the current Title 19 parking requirements. However, a parking variance as part of this application is not required because this is a replacement of similar use previously approved.

Sincerely,

Dan Ballard, AIA

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FEB – 6 2009

SUP-33388
03/26/09 PC

8965 S. Eastern Avenue, Suite 100 | Las Vegas, Nevada 89123 | P 702.456.1070 | F 702.456.7020

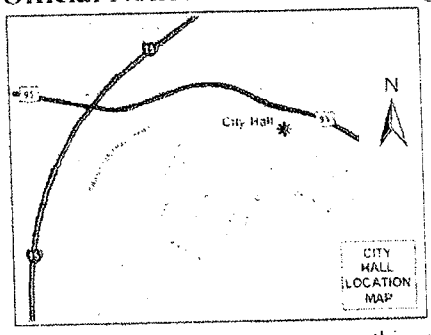
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 13 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33388
Planning Commission Meeting of 3/26/2009

Case: SUP-33388
13834820006
JONES REVOCABLE TRUST
%J JONES TRS
4069 LIVINGSTON RD
CENTRAL POINT OR 97502-1059

97502

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MAR 2? 2009

after final agenda

Date 3-26-09 Item 21P 21

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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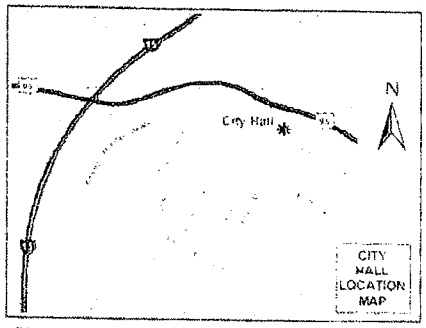

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SUP-33388

Planning Commission Meeting of 3/26/2009

Case: SUP-33388

13834820006
JONES REVOCABLE TRUST
%J JONES TRS
4069 LIVINGSTON RD
CENTRAL POINT OR 97502-1059

97502

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21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIPCODE 89101

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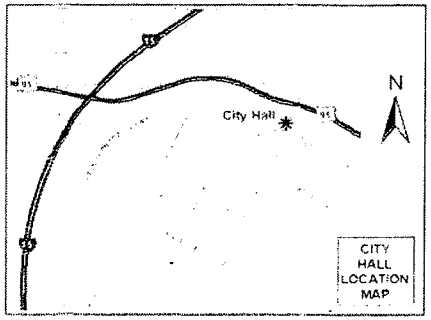

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MAR 26 2009

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☒ I OPPOSE this Request

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SUP-33388

Planning Commission Meeting of 3/26/2009

Case: SUP-33388

16302211080
PHELPS LIVING TRUST 1994
8434 WALERGA RD #611
ANTELOPE CA 95843-5063

AAUDS11 95843

21P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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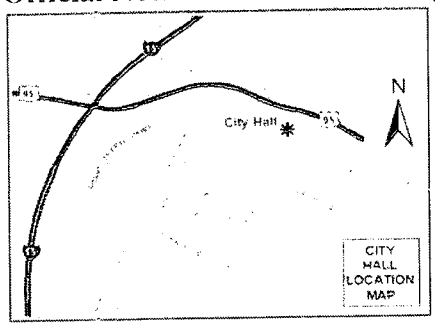

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☒ I OPPOSE this Request

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SUP-33388

Planning Commission Meeting of 3/26/2009

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MAR 26 2009

Case: SUP-33388
16302213051
VITUCCI ANNETTE C REV LIV TR
104-A EAST SUTTON PL
WAUKESHA WI 53188-4045

AAUDF11 53188

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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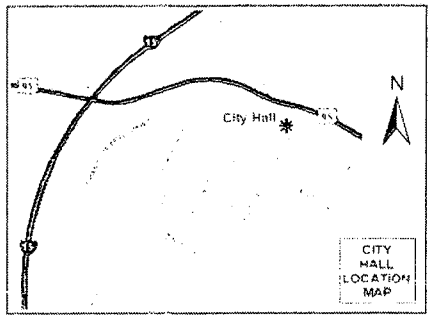

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☒ I OPPOSE this Request

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SUP-33388

Planning Commission Meeting of 3/26/2009

Case: SUP-33388

16302213025
CHEN WEI W
6801 SAN RICARDO AVE #101
LAS VEGAS NV 89146-0872

AAUDF11 89146

2IP

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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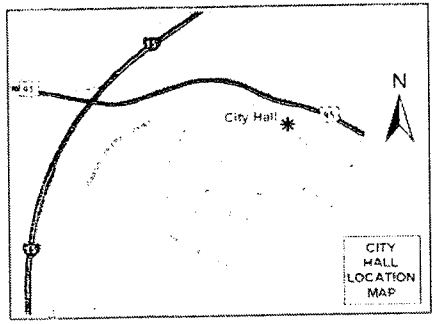
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33388

Planning Commission Meeting of 3/26/2009

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0004239954 MAR 13 2009
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MAR 26 2009

Case: SUP-33388
16302211067
SCHWENZNER FANNY
1411 SANTA MARGARITA ST #G
LAS VEGAS NV 89146-0809

AAVDS11 89146

after final agenda
3-26-09 Item 21 21A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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PITNEY BOWES
02 1M $ 00.39⁴
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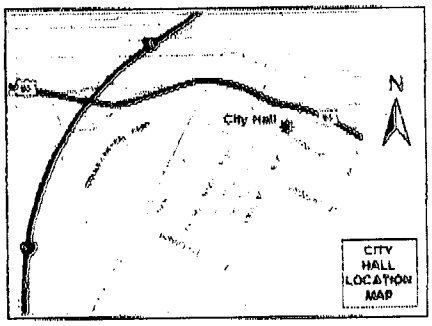
Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33388

Planning Commission Meeting of 3/26/2009

Case: SUP-33388
16302112004
CUMMINS RICHARD
P O BOX 28235
LAS VEGAS NV 89126-2235

AAVDP11 89126

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MAR 2[illegible] 2009

21 A

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

23 March 2009

TO: Las Vegas Planning Commissioners

Support

FROM : Charleston Neighborhood Preservation

RE the following Agenda items of the 3/26/09 meeting:

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas boundaries, therefore imposing a direct impact upon all wards.

#9. ZON-32514, #10. VAR -33012, and #11. SDR-33010:

We request your Approval for these 2 additional buildings provided fire and other safety codes are fully compliant with requirements for the fully occupied number of rooms plus the height of 3 stories which is highly dense occupation.

#14. SUP-32748:

We request your DISapproval of this application to change the legal 9 PM closing hour for massage establishments.

We request your DISapproval of this application to change the legal 400 ft. separation distance from a residential use.

#15. SUP-33189 and SDR-33191:

We request your Approval of the 'supper club' and 'on-site alterations'.

#21. SUP-33388:

We request your Approval of this proposed 'second hand dealer'.

#22. VAC-30172:

We request your DISapproval of this inappropriate request because the length of the 'portion' is not identified and vacation will impede traffic.

#23. SDR-33422:

Please vote Approval for this 'Major Ammendment'.

June Ingram
CNP president
and Board

RECEIVED
MAR 2 3 2009

21A

BOARD & ADVISORY MEMBERS

Dennis Ardine-Vicki Arnold-Dick Bratton-Juanita Clark- Miriam Een-Danielle Hanslip- Rose Honrath- June Ingram-Rick Johnson-Gene&Pearl Lonardo- Joan Lynch- Dorothy Orr- Pamela Stancliffe-Marcus-Gobel- Layne Rushforth- Jeanine Sweany-Jean Withers-Others

City of Las Vegas Agenda Item No.: **132.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

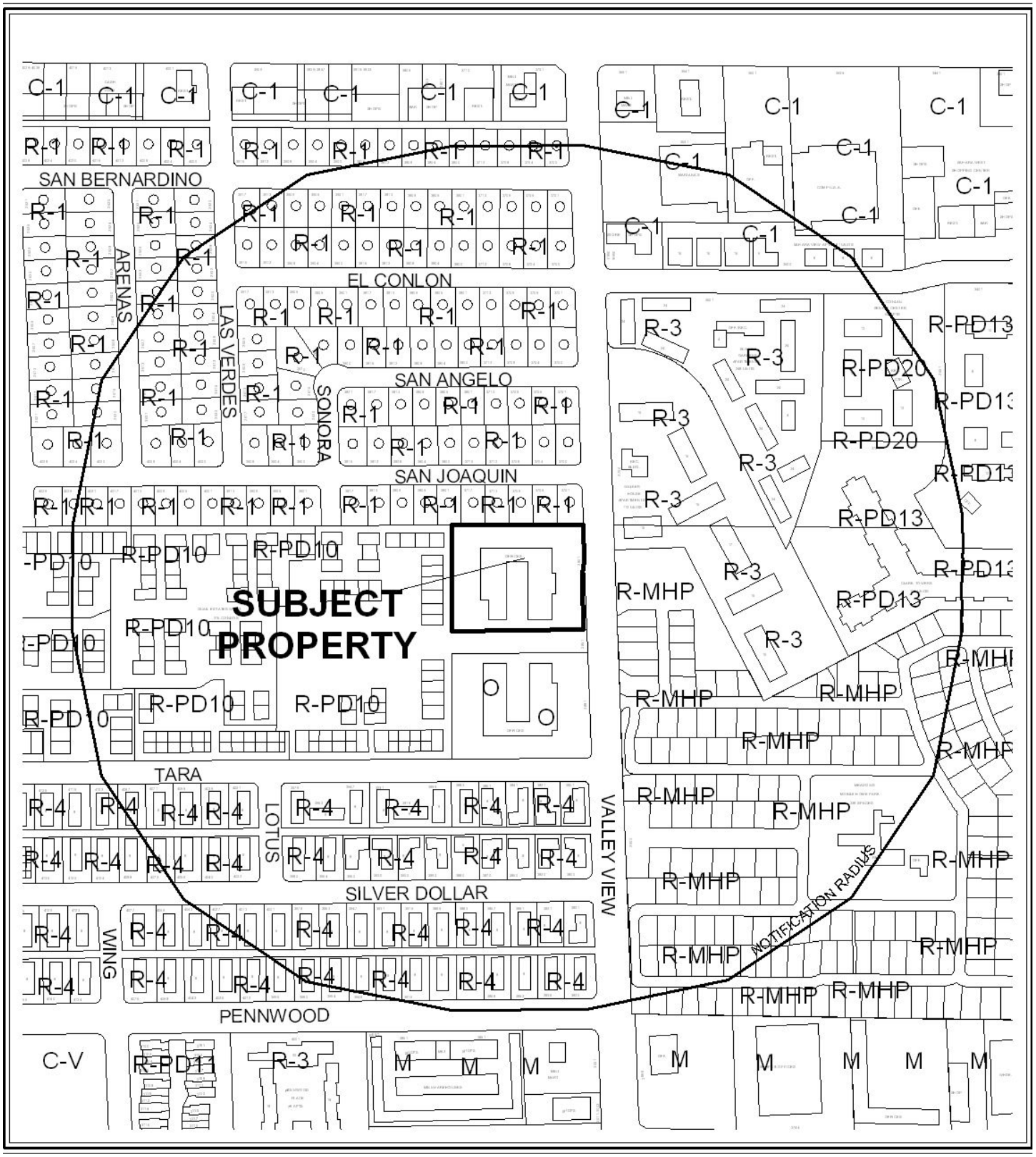
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-33604 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ANNIE PHILLIPS - OWNER: QUAIL VALLEY VIEW LLC - Request for a Special Use Permit FOR AN ASTROLOGER, HYPNOTIST, OR PSYCHIC ART AND SCIENCE at 2801 South Valley View Boulevard, Suite #13 (APN 162-07-601-001) P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). NOTE: To be heard in conjunction with Morning Session Item 63 The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Authorized Signature Document from Quail Valley View
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 42



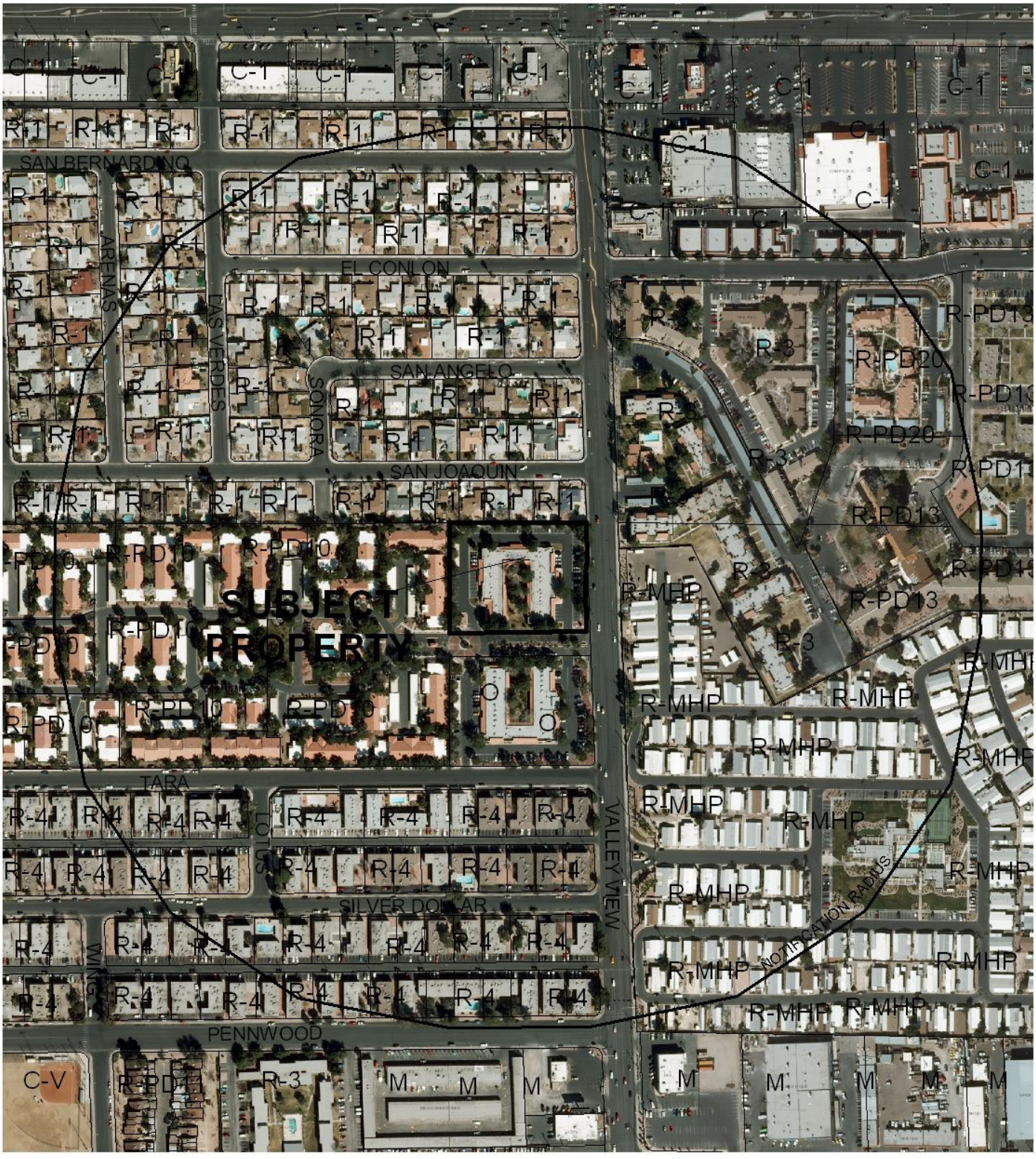
CASE: **SUP-33604**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N



CASE: **SUP-33604**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SUP-33604 - APPLICANT: ANNIE PHILLIPS - OWNER: QUAIL VALLEY VIEW LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Hours of operation shall be limited to 10:00 a.m. to 5:00 p.m., Monday through Saturday.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 500 square-foot Astrologer, Hypnotist, or Psychic Art and Science at 2801 South Valley View Boulevard, Space #13. The subject use will be located within an existing office building that is capable of accommodating a variety of uses. The addition of an Astrologer, Hypnotist, or Psychic Art and Science use within this office building can be conducted in a compatible and harmonious manner with the existing and future uses within the office complex and the surrounding area. Therefore, staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/18/87	The City Council approved a Reclassification (Z-0049-87) of property from R-E (Residence Estates) to P-R (Professional Office and Parking), generally located at the northwest corner of Valley View Boulevard and Tara Avenue. This application also served as a Site Development Plan Review for the offices building where the proposed use would be located. The Planning Commission recommended approval.
01/25/90	The Board of Zoning and Adjustment approved a request for a Variance (V-0143-89) to allow a medical clinic to operate on a 24 hour basis, where hours of operation are required to cease by 9:00pm on property located at 2801 South Valley View Boulevard.
08/23/90	The Board of Zoning and Adjustment denied a request for a Variance (V-0094-90) to allow a retail store (Baskets by Design) where retail stores are not permitted.
07/14/05	A request for Rezoning (ZON-6880) from P-R (Professional Office and Parking) to C-1 (Limited Commercial) was tabled at the Planning Commission meeting.
05/17/06	The City Council approved a request to amend a portion of the Southeast and a portion of the Southwest Sector Plan of the General Plan (GPA-12156) from SC (Service Commercial), L (Low Density Residential) and M (Medium Density Residential) to O (Office). The Planning Commission recommended approval.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #42/jb).
Related Building Permits/Business Licenses	
12/29/88	A building permit (#88009610) was issued for on-site improvements at 2801 South Valley View Boulevard. This permit was finalized on 05/30/89.
12/29/88	A building permit (#88096101) was issued for frame and stucco of a professional office at 2801 South Valley View Boulevard. This permit was finalized on 05/30/89.

01/23/89	A building permit (#89011722) was issued for a masonry wall at 2801 South Valley View Boulevard. This permit was finalized on 05/30/89.
02/13/89	A building permit (#89014100) was issued for a Tenant Improvement at 2801 South Valley View Boulevard, Suite #13. This permit was finalized on 05/30/89.
09/19/89	A building permit (#89039520) was issued for carports at 2801 South Valley View Boulevard. This permit was finalized on 10/06/89.
06/09/93	A building permit (#93189917) was issued to move one wall and relocate outlets at 2801 South Valley View Boulevard, Suite #12. This permit was finalized on 06/18/93.
01/07/00	A building permit (#344) was issued for a Tenant Improvement at 2801 South Valley View Boulevard, Suite #13. This permit was finalized on 02/10/00.
09/12/00	A business license (#M18-01984) was issued for clinic/ lab/ x-rays and imaging at 2801 South Valley View Boulevard, Suite #13. The license was marked out on 04/20/07.
09/15/00	A business license (#C14-00272) was issued for management or consulting service at 2801 South Valley View Boulevard, Suite #13. The license was marked out on 04/20/07.
03/01/05	A building permit (#5001191) was issued for a sign at 2801 South Valley View Boulevard. This permit expired on 12/24/05.
Pre-Application Meeting	
02/17/09	A pre-application meeting was held where the submittal requirements for a Special Use Permit for an Astrologer, Hypnotist, or Psychic Art and Science were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required for this application, nor was one held.	
Field Check	
03/05/09	A routine field check was conducted by staff, upon visiting the proposed site staff observed a well maintained office building.

Details of Application Request	
Site Area	
Gross Acres	2.22 Acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office Building	O (Office)	P-R (Professional Office and Parking)
North	Single-Family Residences	L (Low Density Residential)	R-1 (Single Family Residential
South	Multi-Family Residences	ML (Medium Low Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)

East	Multi-Family Residences	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Mobile Home Park	ML (Medium Low Density Residential)	R-MHP (Residential Mobile/ Manufactured Home Park)
West	Multi-Family Residences	ML (Medium Low Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District- (200 ft)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Astrologer, Hypnotist, or Psychic Art and Science	500 SF	1:250	2				
General Office	24,144 SF	1:300	81				
SubTotal	24,644 SF		83	4	97	7	
TOTAL	24,644 SF		87		104		Y

ANALYSIS

This request is for a Special Use Permit for a proposed Astrologer, Hypnotist, or Psychic Art and Science use within an existing office complex at 2801 South Valley View Boulevard, Space #13. The subject site is located within an existing office complex which supplies the required amount of parking for this site and is capable of accommodating a variety of uses. The proposed office

space is 500 square-feet with three offices, a reception desk and a bathroom. The addition of an Astrologer, Hypnotist, or Psychic Art and Science within this office building is compatible with the existing and future land uses. Therefore, staff recommends approval.

- **Zoning**

The subject site is located in the Southeast Sector Map of the General Plan. The site is designated as O (Office). This General Plan category provides for small lot office conversions as a transition along primary and secondary streets from residential and commercial uses, and for large planned office areas. Permitted uses include business, professional and financial offices, as well as offices for individuals, civic, social, fraternal and other non-profit organizations.

The subject site is currently within a P-R (Professional Office and Parking) zoning district and will utilize 500 square feet of office space. The P-R (Professional Office and Parking) district is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single-family structures should be retained or new development in the P-R (Professional Office and Parking) district should be constructed to maintain a residential character. The P-R (Professional Office and Parking) district is consistent with the Office category of the General Plan. The proposed use will not change the physical appearance or characteristics of the subject site and is compatible with the surrounding uses in the area. The proposed Astrologer, Hypnotist, or Psychic Art and Science is permissible with approval of this request and would then be consistent with the established O (Office) General Plan designation and P-R (Professional Office and Parking) zoning district.

- **Use**

Astrologer, Hypnotist, or Psychic Art and Science is defined Any person who practices, teaches, or professes to practice the business of astrology, hypnotism or the psychic arts and sciences for a fee, gift, donation, or otherwise. Psychic arts and sciences may include palmistry, phrenology, life reading, fortune telling, cartomancy, clairvoyance, clairaudience, crystal gazing, mediumship, prophecy, augury, divination, magic or necromancy. This use does not include a hypnotherapy practice.

- **Minimum Special Use Requirements**

There are no minimum special use requirements for the proposed Astrologer, Hypnotist, or Psychic Art and Science use.

FINDINGS

The following findings must be made for a Special Use Permit:

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 is compatible with the O (Office) General Plan designation and is located within an existing office building. The use can be conducted in a manner that is harmonious and compatible with the surrounding uses.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The proposed Astrologer, Hypnotist, or Psychic Art and Science use will be in conjunction with Office uses within an existing office building, which is physically suitable for the type and intensity of the land use proposed.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Site access is provided from Valley View Boulevard, an 80-foot Secondary Collector, as designated in the Master Plan of Streets and Highways. This street provides adequate access to and from the subject property.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   Approval of this Special Use Permit will not compromise public health, safety or welfare as the proposed Astrologer, Hypnotist, or Psychic Art and Science use will subject to regular inspections.

5. **The use meets all of the applicable conditions per Title 19.04.**

There are no conditions for the Astrologer, Hypnotist, or Psychic Art and Science use in Title 19.04.

PLANNING COMMISSION ACTION

The Planning Commission added condition #1 to which the applicant agreed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

ASSEMBLY DISTRICT 8

SENATE DISTRICT 11

NOTICES MAILED 333 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-33604** APN: _____

Name of Property Owner: Quail Valley View LLC

Name of Applicant: ANNIE PHILLIPS

Name of Representative: ANNIE PHILLIPS

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Patricia L Knoom

Print Name: Patricia L. Knom

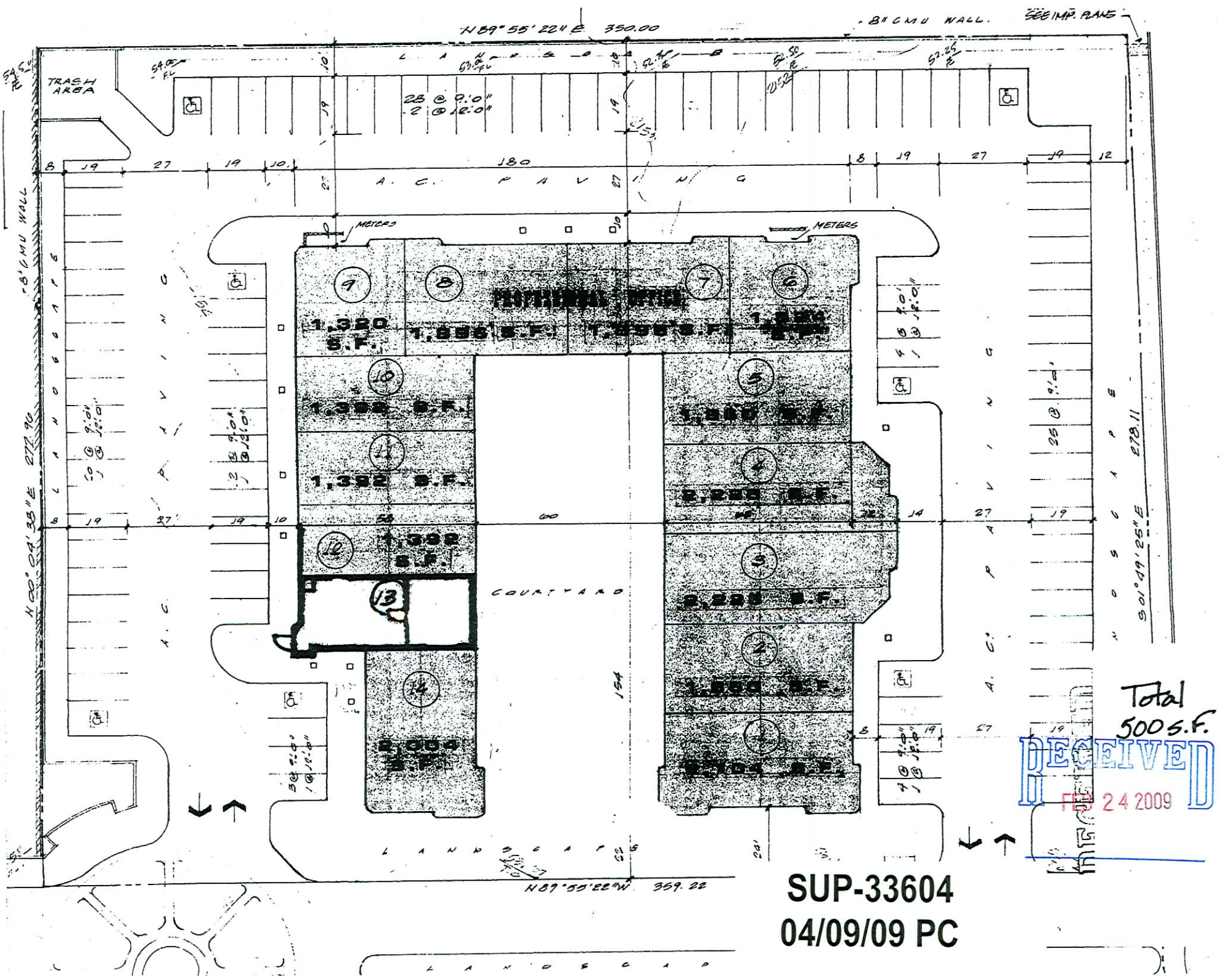
Subscribed and sworn before me

This 17th day of February, 2009

Tanesha Williams Clark/Nevada

Notary Public in and for said County and State

TANESHA WILLIAMS
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 01-7468-1
MY APPT. EXPIRES SEP. 13, 2010



SUP-33604
04/09/09 PC

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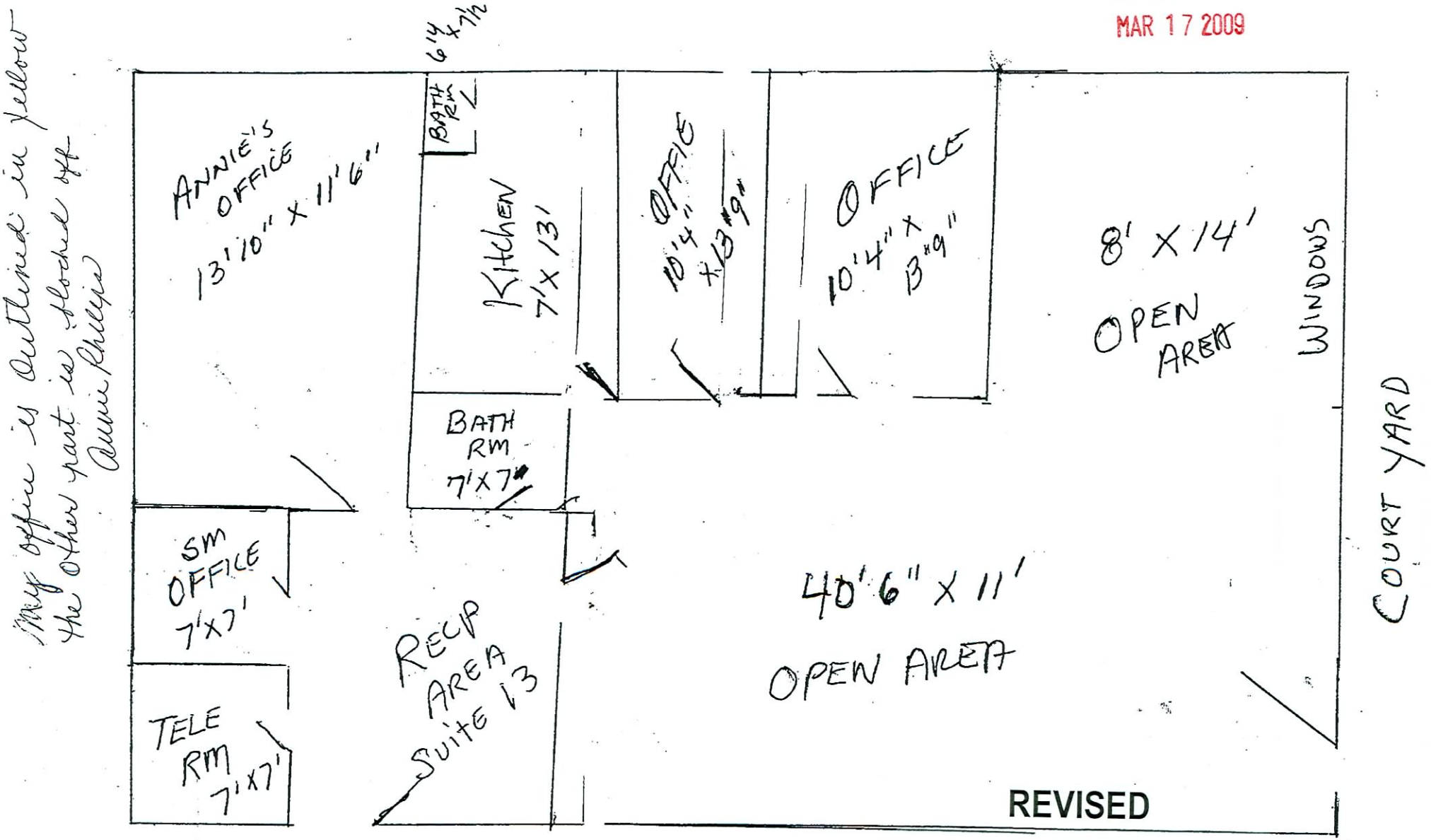


My office is outlined in yellow
the other part is blocked off
Annie Phelps

REVISED

SUP-33604
04/09/09 PC



SUP-33604 - APPLICANT: ANNIE PHILLIPS - OWNER: QUAIL VALLEY VIEW LLC
2801 SOUTH VALLEY VIEW BOULEVARD, SUITE #13
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



SUP-33604 - APPLICANT: ANNIE PHILLIPS - OWNER: QUAIL VALLEY VIEW LLC
2801 SOUTH VALLEY VIEW BOULEVARD, SUITE #13
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

To whom it may concern,

I wish to apply for a Special Use Permit for Astrologer, Hypnotist, or Psychic Art and Science at 2801 S. Valley View Blvd #13. I was previously at this location; however, the business moved. Since it has been longer than one year I have been informed that a new Special Use Permit is required to relocate to the same place. I would like to apply for that permit to reopen at this location.

Thank you

Annie Phillips

SUP-33604
04/09/09 PC

QUAIL VALLEY VIEW
2801 So. Valley View
Las Vegas, NV 89102
Telephone: 702-428-5900 Fax: 702-487-6813
e-mail: quailvv@earthlink.net

March 2, 2009

Patricia Krom has the authority to sign for any documents and/or statement of financial interest on behalf of Quail Valley View, LLC in regard to the property on 2801 S. Valley View Blvd. If you have any questions please feel free to contact me.

Quail Valley View, LLC

State of CALIFORNIA

County of LOS ANGELES

On this day, MARCH 3, 2009, before me, the undersigned Notary Public, acknowledged that WILBUR J. PETRICK, on behalf of Quail Valley View, LLC, a Nevada limited liability company, personally appeared.

By: _____

Notary Public in and for the State of ~~Nevada~~ CALIFORNIA

SEE ATTACHED JURAT (CALIFORNIA)

CHARLENE SCHUTZ
COMM. #1823270
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. NOV. 18, 2012

Office: 2881 S. Valley View Blvd. #7

SUP-33604
04/09/09 PC

MAR-02-2009 MON 01:10 PM SAUCER 5 LP FAX No. 7024876813 P. 002

ACKNOWLEDGMENT

State of California
County of LOS ANGELES)

On MARCH 3, 2009 before me, CHARLENE SCHUTZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared WILBUR J. PETRICK,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CHARLENE SCHUTZ
COMM. #1823270
NOTARY PUBLIC • CALIFORNIA
LOS ANGELES COUNTY
Comm. Exp. NOV. 18, 2012

Signature _____ **(Seal)**

SUP-33604
04/09/09 PC

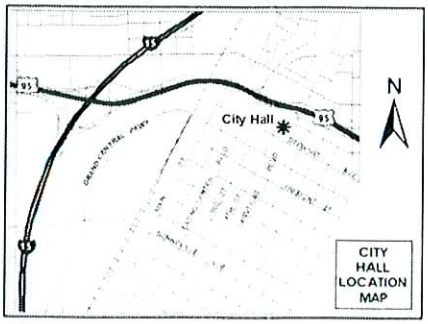
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004239954
$ 00.39⁴
MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33604

Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: SUP-33604

16207620009
HOGENCAMP BETTY J TRUST
2851 S VALLEY VIEW #1125
LAS VEGAS NV 89102-0153

42P

04/06/2009 13:20 7023964786 BETTY BARNETT PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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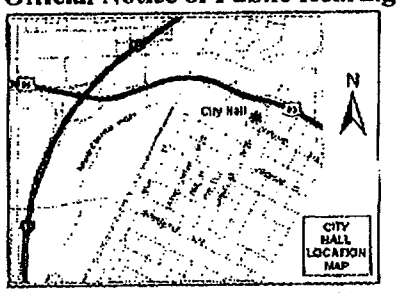

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33604

Planning Commission Meeting of 4/9/2009

PRESORTED FIRST CLASS

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APR 07 2009

Case: SUP-33604

16207613055
BARNETT GEORGE E & BETTY
2851 S VALLEY VIEW #1180
LAS VEGAS NV 89102-0144

Submitted after final agenda

Date 4/7/09 Item 42P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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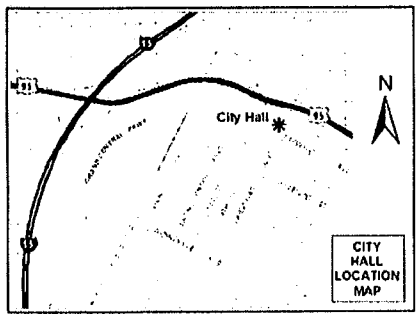

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33604

Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: SUP-33604

16207514007
MORGAN LUPE
2310 S CIMARRON RD
LAS VEGAS NV 89117-1904

Submitted after final agenda

Date Item 42P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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APR 07 2009

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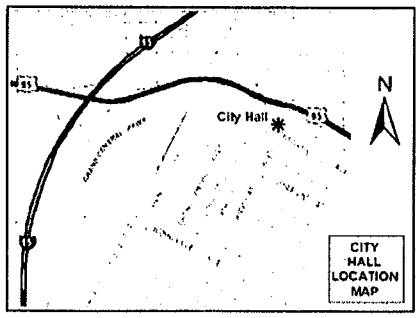

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Our neighborhood is the biggest crime area in town. We don't need a business that might attract more unsavory characters. Please don't

Case: SUP-33604

16207618010
MURAT LEONA LIVING TRUST
2851 S VALLEY VIEW BLVD #1191
LAS VEGAS NV 89102-0150

SUP-33604
Planning Commission Meeting of 4/9/2009

Submitted after final agenda

Date Item 42P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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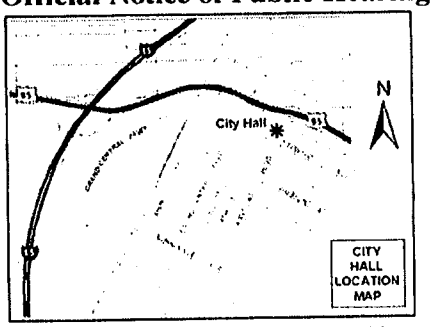

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Please use available blank space on card for your comments.

SUP-33604
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33604
16207613020
FAULKNOR FORREST & MARY
2125 PLAZA DEL PADRE
LAS VEGAS NV 89102-3917

Submitted after final agenda

Date Item 42P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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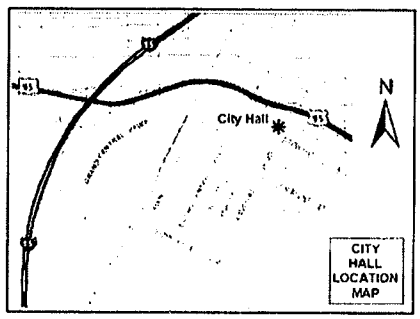
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33604

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33604

16207613046
FOYT ELIZABETH ANN
2851 S VALLEY VIEW #1143
LAS VEGAS NV 89102-0143

Submitted after final agenda

Date

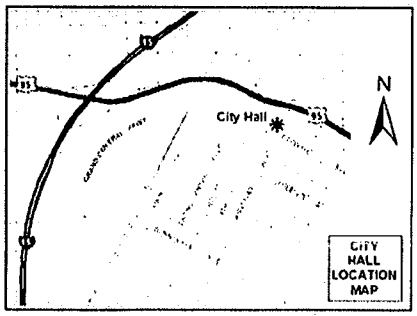
Item 42P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-33604
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33604
16207613026
FOYT ELIZABETH ANN
2851 S VALLEY VIEW BLVD #1143
LAS VEGAS NV 89102-0143

Submitted after final agenda

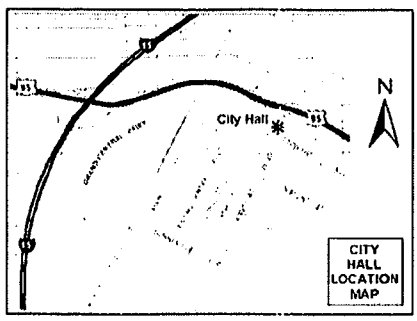
Date Item 92P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39⁴
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-33604

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SUP-33604

16207620019
LIGHTFOOT & LAIRD TRUST
2851 S VALLEY VIEW BLVD #1120
LAS VEGAS NV 89102-0162

Submitted after final agenda

Date Item 42P

City of Las Vegas Agenda Item No.: **133.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

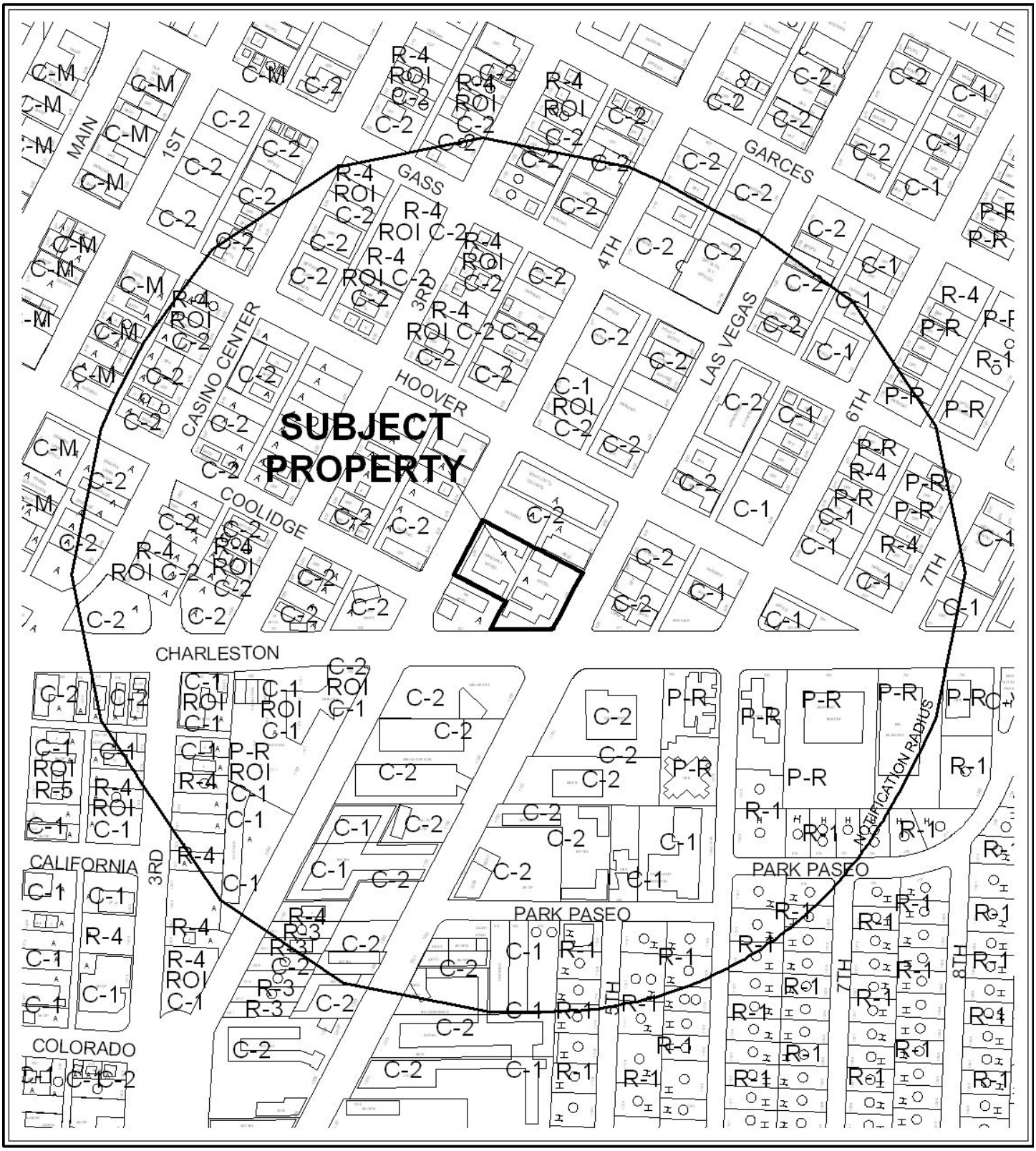
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-33576 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: GATEWAY MOTEL INC. - Request for a Site Development Plan Review FOR A PROPOSED FOUR-STORY, 45-FOOT TALL, 114-ROOM HOTEL AND 2,964 SQUARE FEET OF COMMERCIAL SPACE WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN REQUIREMENTS TO ALLOW A ZERO-FOOT LANDSCAPE SETBACK WHERE 10 FEET IS REQUIRED on 1.23 acres adjacent to the northwest corner of Charleston Boulevard and Las Vegas Boulevard (APN 139-34-410-139 and 165), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 50

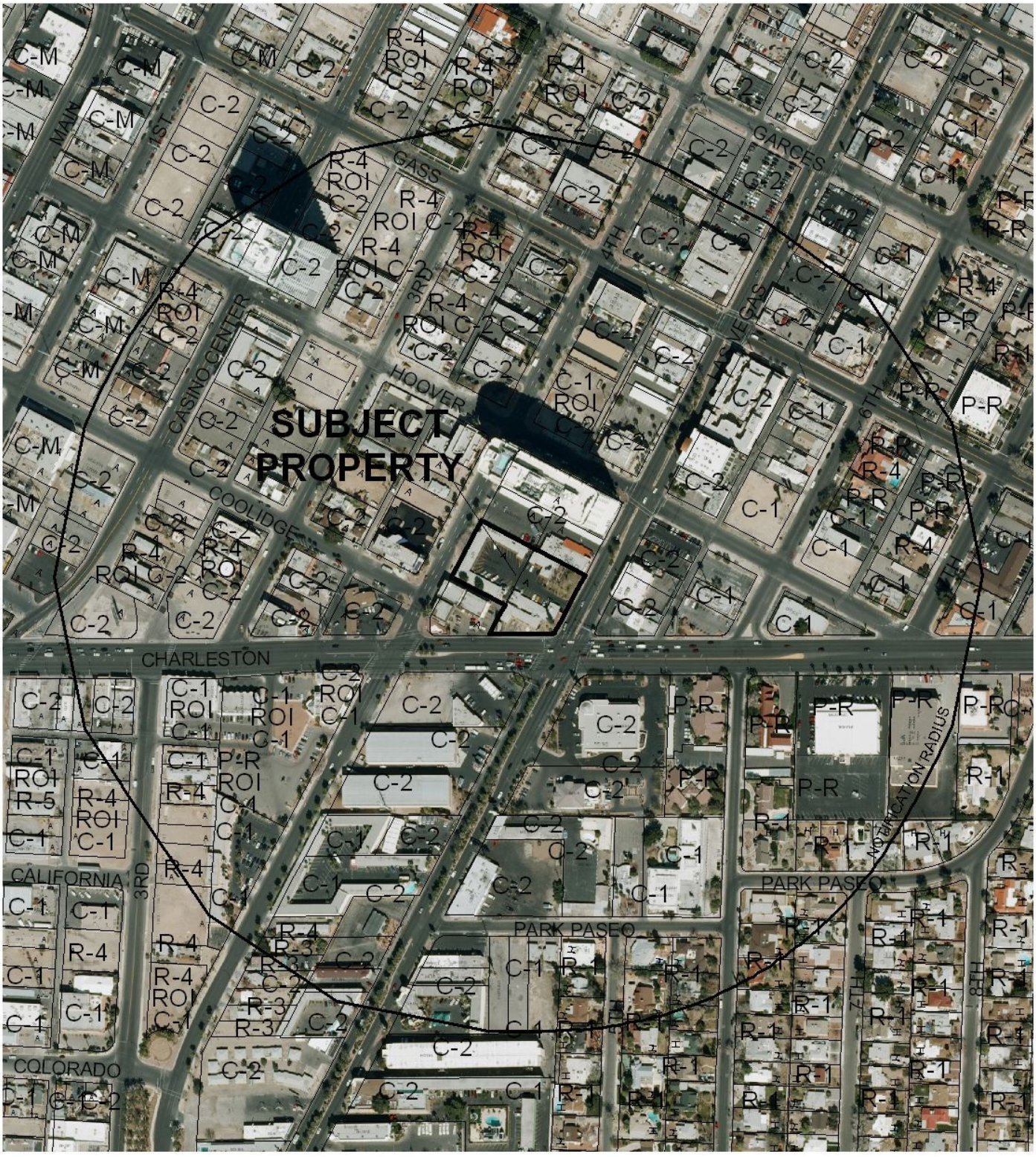


CASE: **SDR-33576**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 500 Feet



CASE: **SDR-33576**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-33576 – APPLICANT/OWNER: GATEWAY MOTEL INC.

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan and landscape plan date stamped 03/16/09 and building elevations date stamped 03/10/09, except as amended by conditions herein.

3. A Waiver from the Downtown Centennial Plan Requirements to allow a zero-foot landscape setback where a 10-foot landscape setback is required for the parking structure adjacent to 4th Street.

4. The existing Off-Premise Advertising (Billboard) Sign shall be removed prior to issuance of building permits.

5. All signage shall adhere to the Las Vegas Boulevard Scenic Byway Signage Overlay Standards.

6. 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.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department 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.

14. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department 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. City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Coordinate with the City Surveyor to determine if a Reversionary Map or other acceptable mapping method is required; comply with the recommendations of the City Surveyor.

17. Dedicate appropriate right-of-way for a bus turnout on Charleston Boulevard per Uniform Standard Drawings 234.1 and 234.3 prior to the issuance of permits. No construction of the bus turnout is required at this time.

18. Grant a 25-foot radius Traffic Signal Control Chord Easement at the northwest corner of Las Vegas Boulevard and Charleston Boulevard prior to the issuance of any permits.

19. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting Downtown Centennial Plan Standards concurrent with development of this site.

20. The minimum vertical clearance over the existing 20-foot wide public sewer easement shall be 20 feet. Maintain a drivable access within the easement. Alternatively, re-route the public sewer at a depth and location acceptable to the Collection System Planning Section of the Department of Public Works, provide appropriate new easements, and vacate the existing public sewer easement prior to the issuance of any building permits for this site.

21. All landscaping and private improvements installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

22. As appropriate, submit an Encroachment Agreement to the City of Las Vegas and/or obtain an Occupancy Perm it from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site.

23. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Site Development Plan Review for a proposed four-story, 45-foot tall, 114-room hotel and 2,964 square feet of commercial space with a Waiver of the Downtown Centennial Plan Requirements to allow a zero-foot landscape setback where 10 feet is the minimum required on 1.23 acres adjacent to the northwest corner of Charleston Boulevard and Las Vegas Boulevard.

The applicant meets the overall intent of the Downtown Centennial Plan Requirements, with the exception of a Waiver request to allow a zero-foot landscape setback adjacent to the parking structure on 4th Street. The Downtown Centennial Plan requires all parking structures to incorporate retail into the ground floor. If ground floor retail is not provided, a 10-foot landscape setback is required. The ground floor retail was relocated from 4th Street to the ground floor of the building, which is located adjacent to Charleston Boulevard and Las Vegas Boulevard. The Waiver can be supported as the retail is more appropriate along Las Vegas Boulevard. The proposed development is consistent with the Downtown Centennial Plan and Title 19 requirements, as conditioned; therefore staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/16/01	The City Council approved a Special Use Permit (U-0028-01) for a proposed 45-foot tall, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign at 928 Las Vegas Boulevard South. The Planning Commission and staff recommended denial of the application.
08/07/02	The City Council approved a Required One-Year Review [U-0028-01(1)] of an approved Special Use Permit (U-0028-01) which allowed a 45-foot high, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign located at 928 Las Vegas Boulevard South. The Planning Commission and staff recommended denial of the application.
11/19/03	The City Council approved a Required One-Year Review (RQR-3024) of an approved Special Use Permit (U-0028-01) which allowed a 45-foot high, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign located at 928 Las Vegas Boulevard South. The Planning Commission and staff recommended denial of the application.
12/15/04	The City Council approved a Required One-Year Review (RQR-5247) of an approved Special Use Permit (U-0028-01), which allowed a 45-foot high, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign located at 928 Las Vegas Boulevard South. The Planning Commission and staff recommended denial of the application.

01/04/05	A Code Enforcement complaint (#24884) was processed for multiple heating and cooling violations at 928 Las Vegas Boulevard South. The issue was resolved on 11/08/07.
06/29/05	A Code Enforcement complaint (#32050) was processed for an Off-Premise (Billboard) Sign, which violated conditions of approval from an approved Special Use Permit (U-0028-01) adjacent to the northwest corner of Charleston Boulevard and Las Vegas Boulevard. The issue was resolved on 12/21/05.
09/07/05	The City Council approved a Review of Condition (ROC-7358) number one of an approved Required One Year Review (RQR-5247) to allow no illuminated neon on an existing Off-Premise Advertising (Billboard) Sign in the Las Vegas Boulevard Scenic Byway Overlay District where at least 75 percent of the total sign surface is required to contain neon at 928 Las Vegas Boulevard South. Staff recommended denial of the application.
09/22/05	The Planning Commission approved a request for a Variance (VAR-8496) to allow an existing Off-Premise Advertising (Billboard) Sign with less than 75% neon or animated illumination to be located within the Las Vegas Boulevard Scenic Byway Overlay District adjacent to the northwest corner of Charleston Boulevard and Las Vegas Boulevard. Staff recommended denial of the application.
01/03/07	The City Council tabled a Required One-Year Review (RQR-17518) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot high, 24-foot x 28-foot Off-Premise Advertising (Billboard) Sign located at 928 Las Vegas Boulevard South. The item was tabled due to a moratorium on Off-Premise Advertising (Billboard) Signs. Staff recommended denial, but the Planning Commission recommended approval of the application.
03/11/08	A Code Enforcement complaint (#63151) was processed for illegal temporary signage at 928 Las Vegas Boulevard South. The issue was resolved on 03/21/08.
11/25/08	A Preliminary Parcel Map (PMP-32137) was submitted for technical review of a Parcel Map on 1.22 acres located at 928 South Las Vegas Boulevard (APN 139-34-410-165 and 139) on 11/25/08, but has not been recorded.
12/17/08	The City Council approved Required One-Year Review (RQR-29727) of an approved Special Use Permit (U-0028-01) for a 40-foot tall, 24-foot x 28-foot Off-Premise Advertising (Billboard) Sign located at 928 Las Vegas Boulevard South. Staff recommended denial, but the Planning Commission recommended approval of the application.
02/04/09	The City Council approved a General Plan Amendment (GPA-32129) to amend a portion of the Southeast Sector Plan of the General Plan from MXU (Mixed Use) to C (Commercial) on 0.55 acres at 928 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the application.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #50/bts).

Related Building Permits/Business Licenses	
1931	The County Assessor's Office indicates a construction date of 1931 for the building located at 928 South Las Vegas Boulevard.
11/22/82	A Business License (#M08-00032) was issued for a motel at 928 South Las Vegas Boulevard. A change of ownership was approved on 12/08/97 to Gateway Motel, Inc. from Mao, Co. The license remains active.
09/09/95	A Building Permit (#94347266) was issued to re-roof the existing building at 928 South Las Vegas Boulevard. The permit expired on 03/11/95.
12/04/95	A Building Permit (#95883638) was issued for a water heater. The permit was never finaled and expired on 06/01/96.
07/18/01	A Building Permit (#1013065) was issued for an Off-Premise Advertising (Billboard) Sign located at 928 South Las Vegas Boulevard. The permit was finaled on 09/24/01.
Pre-Application Meeting	
02/09/09	Staff met with the applicant and reviewed the requirements for a Site Development Plan Review application.
Neighborhood Meeting	
A neighborhood meeting is not required for this application nor was one held.	
Field Check	
03/11/09	A field check was completed on the indicated date. There is an existing motel on the subject site. Also, an Off-Premise Advertising (Billboard) Sign is located on the subject site. The motel is currently in operation and is in an acceptable working condition.

Details of Application Request	
Site Area	
Net Acres	1.23 acres

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Motel	C (Commercial)	C-2 (General Commercial)
North	Restaurant	MXU (Mixed Use)	C-2 (General Commercial)
South	Convenience Store and Gas Station	C (Commercial)	C-2 (General Commercial)
East	Financial Institution and Offices	MXU (Mixed Use) and C (Commercial)	C-2 (General Commercial)
West	Apartments and Offices	MXU (Mixed Use)	C-2 (General Commercial)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Downtown Centennial Plan	X		N*

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
Downtown Overlay District – 18b The Las Vegas Arts District	X		N*
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Redevelopment Plan Area – The subject site is located within the boundaries of the Las Vegas Redevelopment Plan Area. The proposed use is in conformance with the Redevelopment Plan goals and policies.

Downtown Overlay District – The subject site is located within the boundaries of a Downtown Overlay District. Specifically, the site is located within the 18b The Las Vegas Arts District of the Downtown Centennial Plan. The proposed development meets the overall intent of the 18b The Las Vegas Arts District of the Downtown Centennial Plan.

Live/Work Overlay District – The subject site is located within the boundaries of the Live/Work Overlay District. The applicant is not proposing a Live/Work development.

Las Vegas Boulevard Scenic Byway Overlay District – The subject site is located within the boundaries of the Las Vegas Boulevard Scenic Byway Overlay District. Title 19.06 Special Purpose and Overlay Districts require that all development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development must consist of illuminated signage, in the form of neon sign, animated signs, or a combination thereof. A condition of approval has been added, which will require compliance with this requirement, upon issuance of a building permit for all on-site signage.

Scenic Byway Trail - The subject site is adjacent to the Scenic Byway Trail. The Scenic Byway Trail was adopted as a part of the General Plan Amendment (GPA-5015) in November of 2004. This Urban Trail is located along both sides of Las Vegas Boulevard between Washington Avenue and Sahara Avenue.

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan, the following development standards apply to the subject proposal:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	1.23 ac	Y
Min. Lot Width	100 feet	167 feet	Y

Min. Setbacks • Front (Las Vegas Boulevard - East) • Side (North) • Corner (Charleston Boulevard – South) • Rear (West)	 20 feet 10 feet 15 feet 20 feet	 10 feet 0 feet 20 feet 0 feet	 N* N* Y N*
Max. Lot Coverage	50%	55%	N*
Max. Building Height	N/A	45 feet	Y
Trash Enclosure	Screened	Screened	Y
Mech. Equipment	Screened	Screened	Y

*Title 19.06.060 exempts properties within the Downtown Centennial Plan area from the automatic application of building height limitations, setbacks, lot coverage, residential adjacency, standard landscaping requirements and standard parking requirements.

Pursuant to the Downtown Centennial Plan, the following streetscape standards apply:

Streetscape Standards	***Required***	***Provided***	***Compliance***
North/South Street (Las Vegas Boulevard and 4th Street	Deglet-Noor Date Palms or similar type palms 25 feet in height and spaced 30 feet on center	Deglet-Noor Date Palms or similar type palms 25 feet in height and spaced 30 feet on center	Y
East/West Streets (Charleston Boulevard)	Southern Live Oak, Shoestring Acacia, African Sumac, Ash or Pistache shade trees 36-inch box trees at 15 to 20-foot intervals	Nine African Sumac 36-inch box trees at 15-foot intervals.	Y
Right-of-Way Improvements (Las Vegas Boulevard)	Five-foot amenity zone and a 10-foot wide unobstructed sidewalk	Five-foot amenity zone and a 10-foot wide unobstructed sidewalk	Y
Right-of-Way Improvements (Charleston Boulevard)	Five-foot amenity zone and a 10-foot wide unobstructed sidewalk	Five-foot amenity zone and a 10-foot wide unobstructed sidewalk	Y
Existing - Right-of-Way Improvements (4th Street)	Five-foot amenity zone and a 10-foot wide unobstructed sidewalk	Five-foot amenity zone and a 10-foot wide unobstructed sidewalk	Y

The applicant complies with all Downtown Centennial Plan Streetscape Standards

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement - Downtown							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Hotel, Motel or Hotel Suites	114 Rooms	1 Space/1 Room	114				
General Retail, Other than Listed	2,964 SF	1 Space/175 SF	17				
SubTotal			131	5	117	5	N*
TOTAL			136		122		N*

* The applicant is deficient by a total of 14 parking spaces or approximately 10% pursuant to Title 19.10 requirements. Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the exemption does not prohibit City staff, the Planning Commission, and the City Council from imposing limitations on the approval of a Site Development Plan Review.

Waivers		
Request	**Requirement**	**Staff Recommendation**
To allow no landscape setback for the parking structure adjacent to 4th Street	Parking structures shall have ground level retail, office and/or restaurant space. Where parking structures do not incorporate ground level retail, office and/or restaurant space a 10-foot landscaped setback is required	Approval

ANALYSIS

- **Land Use and Zoning**

  The subject site is located within the Southeast Sector Plan of the General Plan with a land use designation of C (Commercial). The C (Commercial) category allows for commercial uses that are normally allowed within the O (Office), SC (Service Commercial), and GC (General Commercial) General Plan land use categories.

  The subject site consists of two parcels, which are both zoned C-2 (General Commercial). The C-2 (General Commercial) district is designed to provide the broadest scope of compatible services for both the general and traveling public. The category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as Mixed-Use developments. This district should be located away from

low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 (General Commercial) district is also appropriate along commercial corridors. The C-2 (General Commercial) district is consistent with the existing C (Commercial) General Plan land use designation. The proposed Hotel and retail uses are permitted within a C-2 (General Commercial) zoning district.

- **Site Plan**

The site is located on the northwest corner of Charleston Boulevard and Las Vegas Boulevard, both are indicated as 100-foot Primary Arterials as defined by the Master Plan of Streets and Highways. The overall site consists of two parcels, which total 1.23 acres. Primary access to the site is provided via Las Vegas Boulevard, which provides ingress and egress to the ground level and parking structure. Secondary access is provided from 4th Street, an 80-foot Secondary Collector, and an alley way located on the southwest corner of the subject site. The alleyway is indicated as an access point for utilities only. The proposed building includes 114 hotel rooms and 2,964 square feet of retail space. The retail portion of the site fronts onto the northwest corner of Charleston Boulevard and Las Vegas Boulevard.

The Downtown Centennial Plan requires a five-foot amenity zone and a 10-foot sidewalk along both Charleston Boulevard and Las Vegas Boulevard. The applicant has provided a five-foot amenity zone and a 10-foot sidewalk along Charleston Boulevard and Las Vegas Boulevard, thereby complying with all required Downtown Centennial Plan Streetscape Standards.

A bus turn-out is also identified on the site plan, which is adjacent to the southeast portion of the subject site along Charleston Boulevard. The site plan indicates the dedication of a portion of a future bus turn-out. The remaining section of the bus turn-out is located on the parcel to the west. The entire bus-turn out, will be developed when the parcel to the west is entitled or at a time required by the City or Regional Transportation Commission. A condition of approval has been added by Public Works, which requires the dedication of the bus turn-out.

- **Parking**

117 parking spaces are provided, including five being handicapped accessible, on site. The applicant is deficient by a total of 14 parking spaces based upon Title 19.10 Parking, Loading and Traffic Standards. Title 19.060.060 exempts properties within the Downtown Centennial Plan area from the automatic application of standard parking requirements. However, the exemption does not prohibit City staff, the Planning Commission, and the City Council from imposing limitation on the approval of a Site Development Plan Review. Staff finds a 10% reduction in required parking acceptable due to the sites accessibility to public transportation and commercial element being pedestrian oriented.

- **Off-Premise Advertising (Billboard) Sign**

  An Off-Premise Advertising (Billboard) Sign is located on the subject site. The site plan indicates the removal of the existing Off-Premise Advertising (Billboard) Sign. A condition of approval has also been added, which requires the removal of the existing Off-Premise Advertising (Billboard) Sign prior to the issuance of building permits. Removal of the Off-Premise Advertising (Billboard) Sign will allow conformance with the Las Vegas Boulevard Scenic Byway, which states that Off-Premise Advertising (Billboard) Signs are not permitted.

- **Waivers**

  The applicant meets the overall intent of the Downtown Centennial Plan Requirements, with the exception of the zero-foot landscape buffer setback incorporated into the parking structure. The Downtown Centennial Plan requires all parking structures to incorporate retail into the ground floor. If ground floor retail is not provided, a 10-foot landscape setback is required. The retail was relocated from 4th Street, to the ground floor of the building located adjacent to Las Vegas Boulevard. The Waiver can be supported as the proposed retail is more appropriate adjacent to Las Vegas Boulevard.

- **Landscape Plan**

  The Downtown Centennial Plan requires major north – south streets to be designed with Deglet-Noor Date Palms or similar type palms at the primary landscape element. These trees are required to be 25 feet in height and spaced at 30-foot increments. The Deglet-Noor Date Palms are required along Las Vegas Boulevard and 4th Street. The applicant is providing three Deglet-Noor Date Palms at 25 feet in height at 30-foot increments along Las Vegas Boulevard. East – west streets are required to be designed with 36-inch box shade trees at 15 to 20-foot intervals. These trees would be required along Charleston Boulevard. The applicant is providing nine, 36-inch box African Sumac trees spaced at 15-foot intervals. The landscape plan also indicates; that there is existing landscaping, which is to remain along 4th Street, which complies with Downtown Centennial Plan Streetscape Standards.

- **Elevations**

  The elevations depict a four-story, 45-foot tall hotel with associated ground floor retail space. The first floor is indicated at 11 feet. The second floor is indicated at a height of 10 feet. The third floor is indicated at a height of nine feet. Finally, the fourth floor is indicated at a height of 10 feet.

The applicant is proposing to utilize pre-fabricated architectural panels painted three shades of blue. The applicant is also proposing to utilize non-reflective tinted windows and stone accents. The use of the building colors, mass and scale and overall building design furthers the goals of the 18b The Las Vegas Arts District of the Downtown Centennial Plan, which state that: "the goals of the Arts District is to encourage building design that contributes to the quality of life in an active, aesthetically considered manner."

All signage has been indicated on the building elevations, but is not a part of the subject review. A condition of approval has been added, which requires, that all signage shall adhere to the Las Vegas Boulevard Scenic Byway Signage Overlay Standards and the Downtown Design Review Committee (DDRC).

- **Floor Plan**

The submitted floor plans depict 114 guest rooms are indicated with 117 associated parking spaces, including five handicapped accessible spaces, that are divided between both ground floor and parking structure spaces. The parking structure is located on the western portion of the site, which contains both first and second floor parking. The ground floor contains 2,964 square feet of retail space, which fronts onto the corner of Charleston Boulevard and Las Vegas Boulevard. The first floor also contains the guest check-in area, guest amenities and lobby areas. The second, third and fourth floors contain all 114 guest rooms.

FINDINGS

The following findings must be made for an SDR:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with the adjacent C-2 (General Commercial) zoned properties that surround the subject site. The proposed development is consistent with adjacent development in the 18b The Las Vegas Arts District within the Downtown Centennial Plan 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;**

   The applicant has requested a Waiver of the Downtown Centennial Plan Requirements to allow a zero-foot landscape setback where 10 feet is the minimum required adjacent to 4th Street. The Waiver can be supported as the relocation of the proposed retail space is more appropriate adjacent to Las Vegas Boulevard and Charleston Boulevard.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Adequate site access is provided from Charleston Boulevard, Las Vegas Boulevard and 4th Street. Charleston Boulevard and Las Vegas Boulevard are both designated as a 100-foot Primary Arterial; while 4th Street is designated as an 80-foot Secondary Collector by the Master Plan of Streets and Highways. The proposed development will not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building and landscape materials are appropriate for this area of the City, which is represented in the use of colors and materials used. The proposed landscaping is also harmonious and compatible with surrounding development as it complies with the Downtown Centennial Plan Streetscape requirements.

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 building elevations indicate an aesthetically pleasing and harmonious hotel development with associated retail. The use of building colors, mass and scale, and the overall building design furthers the goals of the 18b The Las Vegas Arts District, which encourages building designs that contribute to the character and quality of life in an active, aesthetically considered manner.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed plan will not impact public health, safety or welfare since the development will be subject to the International Building Code and City inspections during construction.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

NOTICES MAILED 372 by City Clerk

APPROVALS 3

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-33576 APN: 139-34-410-139 & 163

Name of Property Owner: Gateway Motel Inc

Name of Applicant: Davinder S. Jhawar

Name of Representative: ACE Engineering/AKal Development

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Devinder S. Jhawar

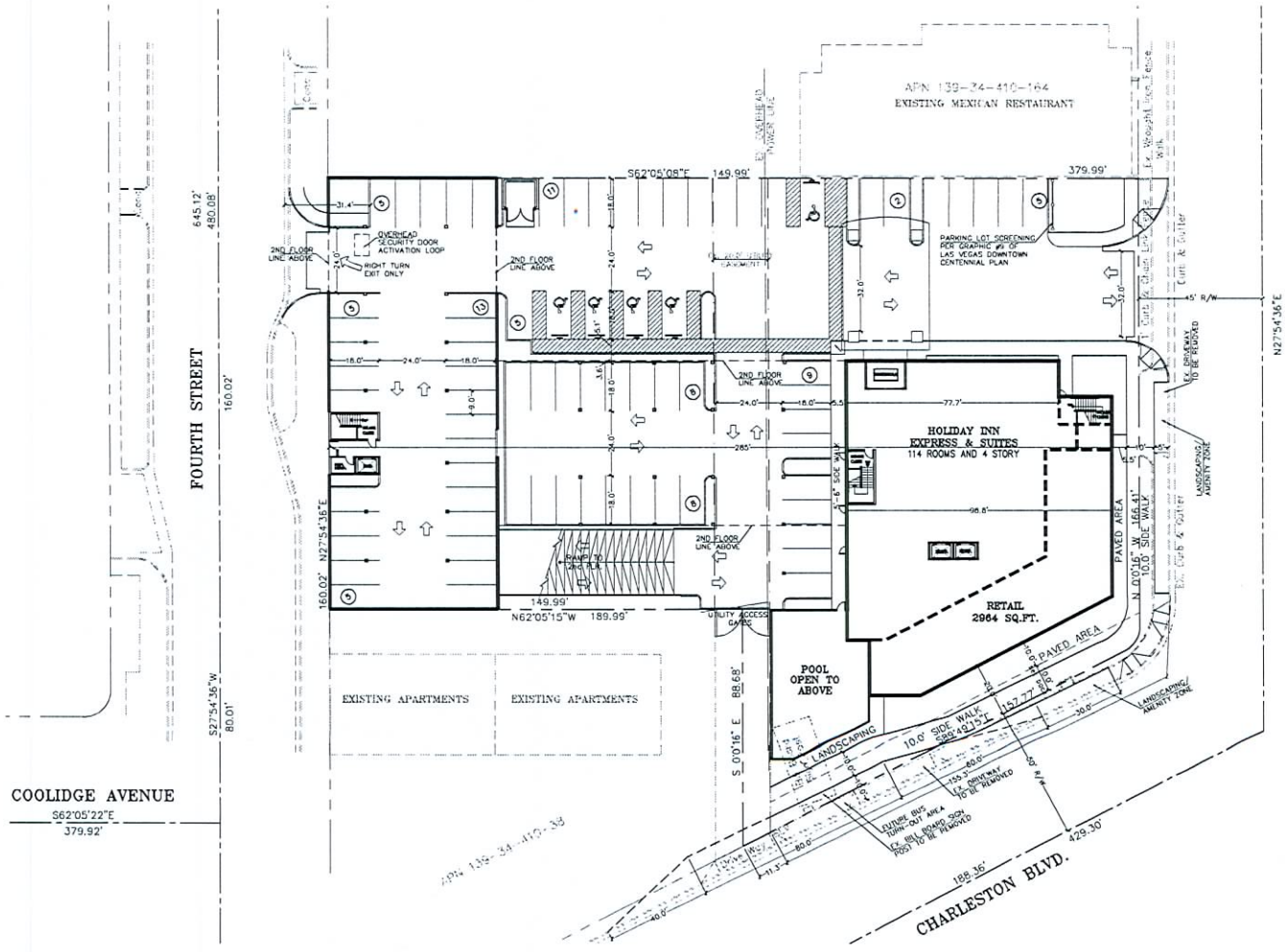
Print Name: DEVINDER S JHAWAR

Subscribed and sworn before me

This 18 day of FEB, 2009

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DANE S. HALOVICH
No: 04-107101-1
My Appointment Expires Apr. 4, 2010



SITE PLAN
SCALE: 1/20" = 1'-0"



VICINITY MAP:
N.T.S.

PROJECT DATA

PROJECT NAME:	HOLIDAY INN EXPRESS & SUITES
PROJECT LOCATION:	928 S. LAS VEGAS BLVD. LAS VEGAS, NEVADA 89101
ASSESSOR'S PARCEL NUMBER:	139-34-410-139 & 165
ZONING:	C-2
JURISDICTION	CITY OF LAS VEGAS
HEIGHT	
ACTUAL :	49'-6" (TOP OF PARAPET)
ALLOWABLE:	N/A
STORIES	
ACTUAL :	4
LOT COVERAGE :	
TOTAL SITE AREA:	54527 SQ.FT.= 1.25 ACRES (GROSS)
TOTAL BUILDING COVERAGE	29462 SQ.FT. (54.03% OF SITE AREA)
TOTAL LANDSCAPE AREA	3911 SQ.FT. (7.17% OF SITE AREA)
(RETAIL BUILDING AREA	2964 SQ.FT.)

PARKING REQUIREMENT

a) 1 PARKING PER ROOM @ 114 ROOMS
PARKING REQUIRED: 114 SPACES

b) PARKING REQUIRED FOR RETAIL 1/175 @2964 SQ.FT 17 SPACES

TOTAL CAR PARKING REQUIRED: ..... 131 SPACES
TOTAL CAR PARKING PROVIDED: ..... 117 SPACES

TOTAL HANDICAPPED ACCESSIBLE PARKING REQUIRED: = 5
TOTAL HANDICAPPED ACCESSIBLE PARKING PROVIDED: = 5

HOTEL SQ.FT. BREAKDOWN

FIRST FLOOR BUILDING AREA	=	9497 SQ.FT. + 1633 SQ.FT. = 11130 SQ.FT.
SECOND FLOOR BUILDING AREA	=	13400 SQ.FT.
THIRD FLOOR BUILDING AREA	=	23155 SQ.FT.
FOURTH FLOOR BUILDING AREA	=	23155 SQ.FT.
TOTAL BUILDING AREA	**=**	**70840 SQ.FT.**
PARKING STRUCTURE AREA ON 1ST FLOOR	=	14180 SQ.FT.
PARKING STRUCTURE AREA ON 2ND FLOOR	=	14180 SQ.FT.
TOTAL PARKING STRUCTURE AREA	**=**	**28360 SQ.FT.**

REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89113
PHONE: (702) 396-5115, FAX (702) 220-8592
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

TITLE: CONCEPTUAL SITE PLAN

PROJECT: HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

SEAL
LEE A. BIGELOW REGISTERED NO.1431 ARCHITECT STATE OF NEVADA

DATE: 03/13/2009

JOB : 08-13
DWG. BY: HS
CHK. BY: MG

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SHEET 1 OF 7

SDR-33576
REVISED
04/09/09 PC

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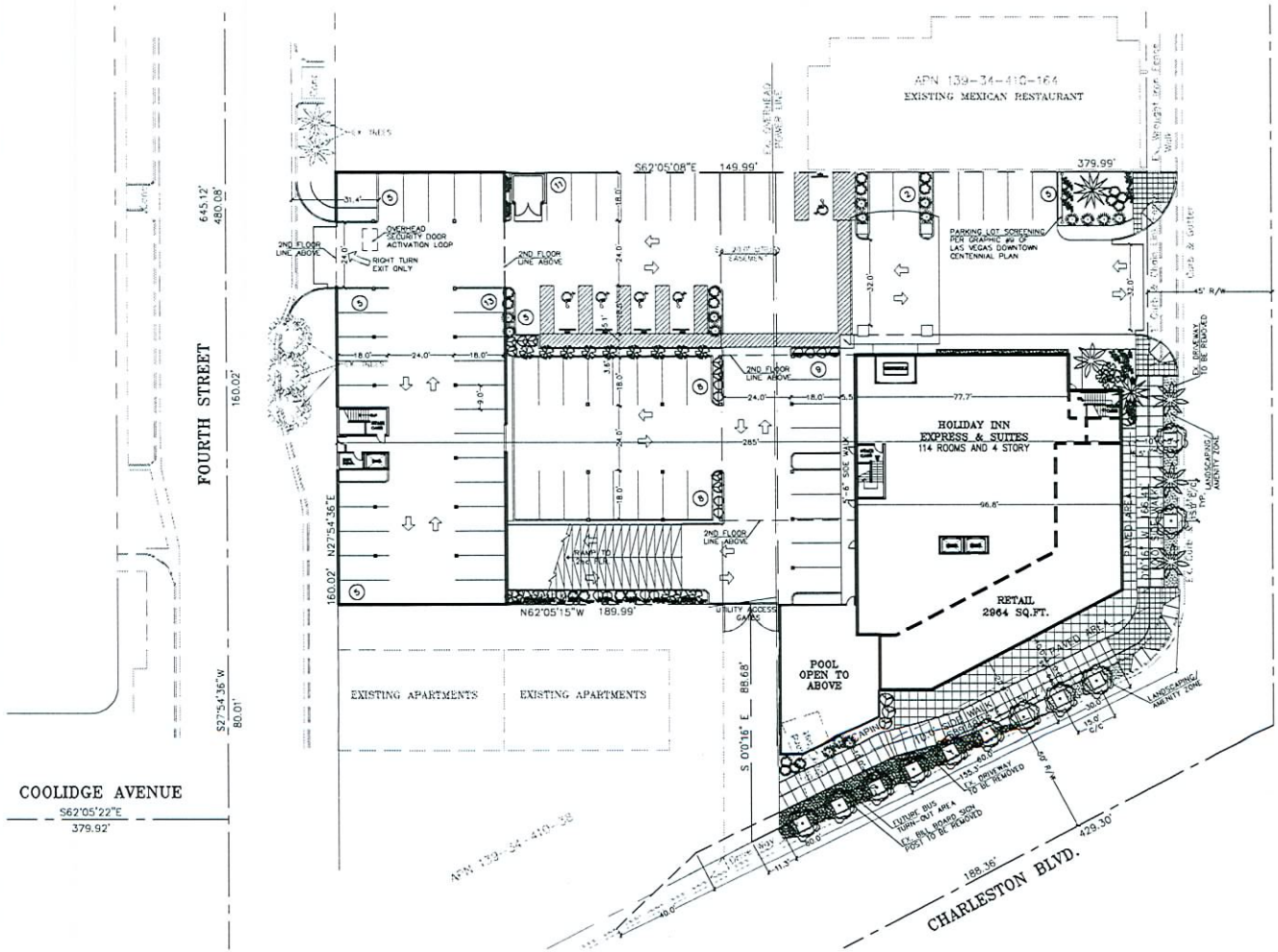



VICINITY MAP:
N.T.S.

LANDSCAPE LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
	WASHINGTON ROBUSTA	MEXICAN FAN PALM	SEE PLAN	2 NOS.
	PHOENIX DACTYLIFERA	DATE PALM	25' HIGH	4 NOS.
	RHUS LANCEA	AFRICAN SUMAC	36" BOX	11 NOS.
	CAESALPINIA PULCHERRIMA	MEXICAN BIRD OF PARADISE	5 GALLON	15 NOS.
	JASMINIUM SPECIES	JASMINE	5 GALLON	19 NOS.
	VERBENA SPECIES PERUVIANA	PERUVIAN VERBENA	5 GALLON	20 NOS.
	PITTOSPORUM TOBIRA	DWARF MOCK ORANGE	5 GALLON	14 NOS.
	EUONYMOUS	GOLDEN EUONYMOUS	5 GALLON	12 NOS.
	DECOMPOSED GRANITE	--	--	--
	STAMPED CONCRETE	--	--	--
	STAMPED CONCRETE	--	--	--
	STAMPED CONCRETE	--	--	--

LANDSCAPE NOTES:

LANDSCAPING:

1. LANDSCAPING REQUIRED, EXCEPT FOR MINES, GRAVEL PITS, TEMPORARY USES, PUBLIC FACILITIES WITHOUT BUILDINGS, AND THE REAR YARDS OF MULTI FAMILY DWELLINGS, ANY DISTURBED AREA OF A DEVELOPED PROPERTY NOT OCCUPIED BY OUTSIDE ACTIVITY AREAS / STORAGES AREAS, PARKING, DRIVEWAYS, DRIVE AISLES, AND SIDEWALK SHALL BE LANDSCAPED AND MAINTAINED IN A CLEAN CONDITION. DISTURBED AREAS DESIGNATED FOR FUTURE DEVELOPMENT NEED NOT HAVE LIVE LANDSCAPING.
2. ALL REQUIRED LANDSCAPING SHALL BE PLANTED WITH LIVE PLANTS. FOR PROPERTY WHICH HAS AN ELEVATION OF 4,000 FEET ABOVE SEE LEVEL OR MORE, NATURAL AND NATIVE LANDSCAPING IS ENCOURAGED TO BE PRESERVED AND INCLUDED INTO LANDSCAPE AREA.
3. TREES SHALL NOT BE PLANTED WITHIN 3' OF A DEDICATED RIGHT-OF -WAY .
4. ANY TREE WITHIN 5' OF A SIDEWALK OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD.

MAINTENANCE:

1. FENCES, WALLS AND LANDSCAPED AREAS SHALL BE MAINTAINED.
2. LANDSCAPED AREAS SHALL NOT BE USED FOR PARKING OF VEHICLES, DISPLAY OF MERCHANDISE OR OTHER USES DETRIMENTAL TO THE LANDSCAPING; HOWEVER, SIGNS ARE PERMITTED.
3. ANY REQUIRED PLANT MATERIAL THAT DOES NOT SURVIVE, OR SUSTAINS SEVERE DAMAGE, SHALL BE REPLACED WITHIN 90 DAYS.
4. LANDSCAPING REQUIRED OUTSIDE DECORATIVE FENCES AND WALLS SHALL BE MAINTAINED BY A MAINTENANCE AGREEMENT, AND SHALL BE DESIGNATED BY NATION, EASEMENT, OR COMMON LOT ON ANY MAJOR OR MINOR SUBDIVISION MAP.
5. IF A SIDEWALK IS ESTABLISHED BEHIND LANDSCAPING, OR IF THE SIDEWALK MEANDERS, A PUBLIC ACCESS EASEMENT SHALL BE GRANTED ALONG THE SIDEWALK AND ANY LANDSCAPING SHALL BE SUBJECT TO THE CREATION OF A MAINTENANCE ASSOCIATION AND A LICENSE AND MAINTENANCE AGREEMENT APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.

GRAPHIC SCALE
(IN FEET)
1 INCH = 20 ft.

SDR-33576
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REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89118
PHONE: (702) 596-5151, FAX: (702) 220-8592
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

TITLE: LANDSCAPE PLAN
PROJECT: HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

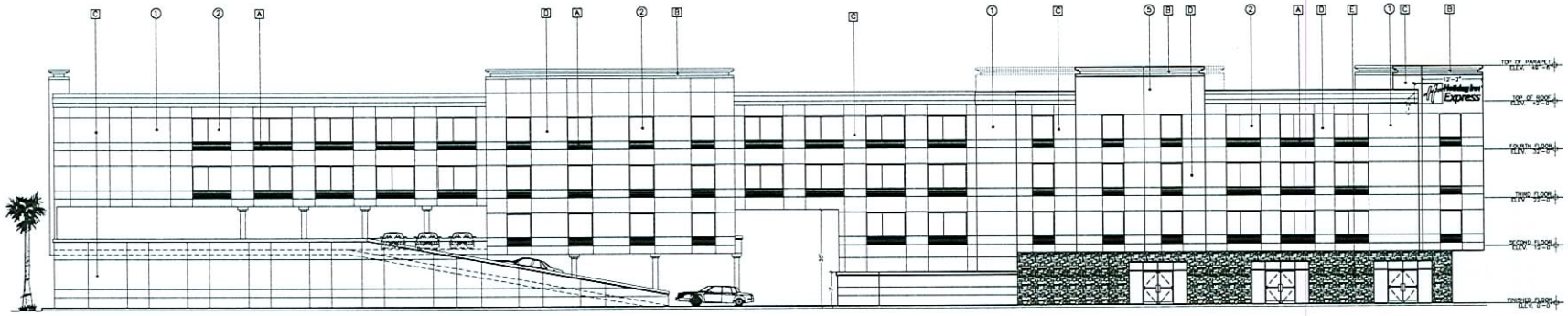
SEAL
LEE A. BORGINO
REGISTERED
NO.11431
ARCHITECT
STATE OF NEVADA

DATE: 03/13/2009

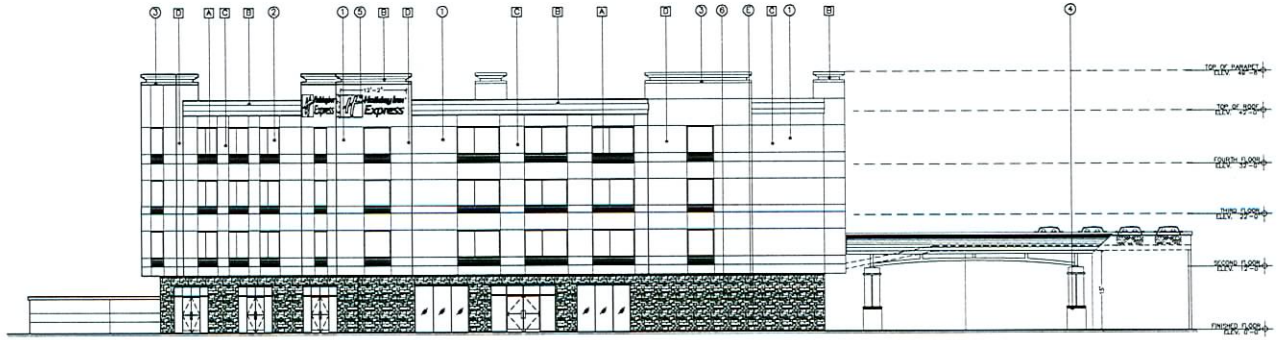
JOB : 08-13
DWG. BY: HS
CHK. BY: MG

L1_PR29

SHEET
1 OF 1



SOUTH ELEVATION @ CHARLESTON BLVD.
SCALE:3/32" = 1'-0"



EAST ELEVATION @ LAS VEGAS BLVD.
SCALE:3/32" = 1'-0"

SDR-33576
REVISED
04/09/09 PC

#	KEY NOTES:
1	PREFABRICATED ARCHITECTURAL PANELS.
2	WINDOW TO BE ALUMINUM/ VINYL WITH NON-REFLECTIVE TINTED GLASS.
3	25 GA. G.I. MTL. CAP FLASHING.
4	COLUMN
5	ILLUMINATED BUILDING SIGN N.I.C.
6	STONE

NOTES :

PROVIDE BLOCKING AND POWER FOR EXTERIOR SIGNAGE

EXTERIOR FINISH SCHEDULE:

FIN. #	MATERIAL	COLOR
A	LOUVERS, DECORATIVE GRILLS & MISC. METAL	8846N "BERNARD BROWN" (EQUAL TO FRAZEE PAINT.)
B	COPING 26 GA METAL. (PRE - FAB PANELS)	8470W "DIAMOND MINUET" (TRIM COLOR EQUAL TO FRAZEE PAINT)
C	PREFABRICATED ARCHITECTURAL PANELS.	8472W "HANDSOME BLUE" (PRIMARY COLOR EQUAL TO FRAZEE PAINT)
D	PREFABRICATED ARCHITECTURAL PANELS.	8474M "AUTUMN EVENING" (ACCENT COLOR EQUAL TO FRAZEE PAINT)
E	STONE	STONE TO BE SIMILAR OR EQUAL TO CORONADO STONE PRODUCT. "OLD WORLD LEDGESTONE" IN NO SIDE TRIM.

REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89113
PHONE: (702) 596-5313, FAX (702) 220-8592
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

TITLE: EXTERIOR ELEVATIONS

PROJECT: HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

SEAL
LEE A. RIGELON
REGISTERED
NO.1431
ARCHITECT
STATE OF NEVADA

DATE: 03/10/2009

JOB : 08-13
DWG. BY: JSC
CHK. BY: MG

A2.1.0

SHEET
6 OF 7

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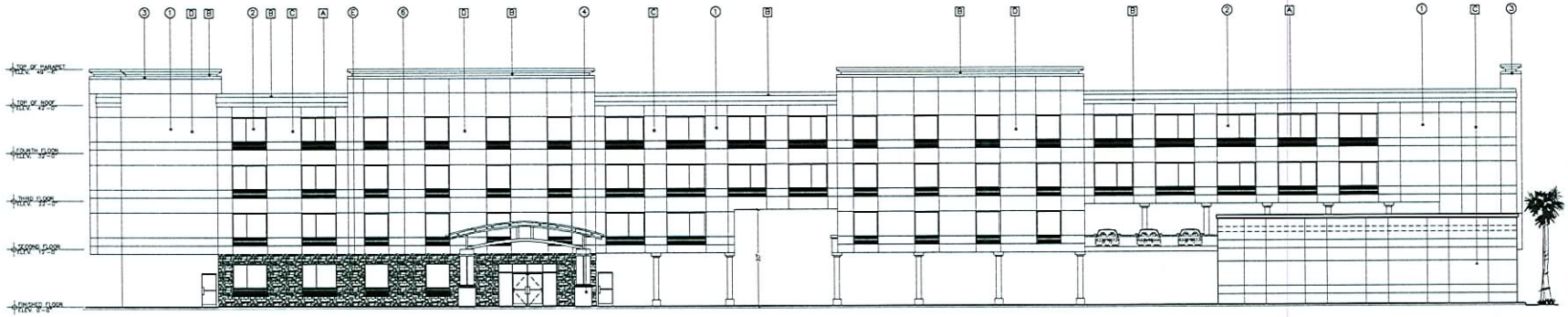
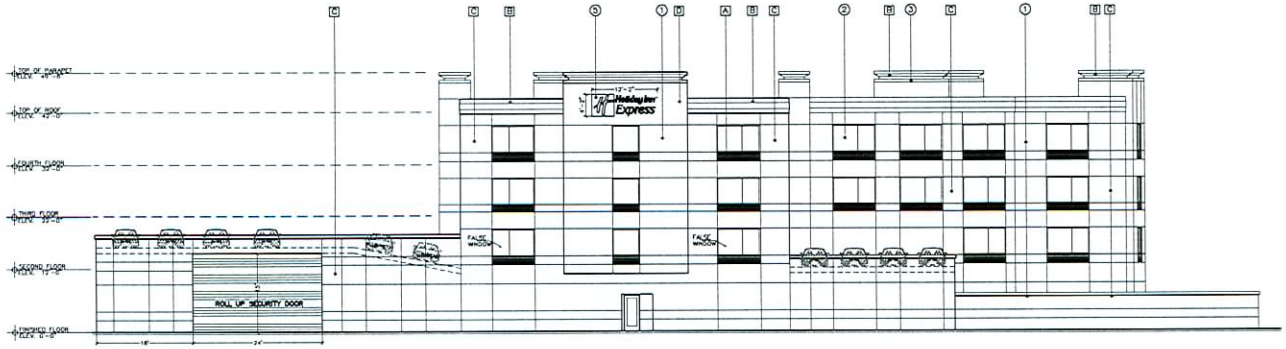


NORTH ELEVATION
SCALE:3/32" = 1'-0"



WEST ELEVATION @ S. FOURTH STREET
SCALE:3/32" = 1'-0"

SDR-33576
REVISED
04/09/09 PC

#	KEY NOTES:
1	PREFABRICATED ARCHITECTURAL PANELS.
2	WINDOW TO BE ALUMINUM/ VINYL WITH NON-REFLECTIVE TINTED GLASS.
3	25 GA. G.I. MTL. CAP FLASHING.
4	COLUMN
5	ILLUMINATED BUILDING SIGN N.I.C.
6	STONE

NOTES :
PROVIDE BLOCKING AND POWER FOR EXTERIOR SIGNAGE.

EXTERIOR FINISH SCHEDULE:

FIN. #	MATERIAL	COLOR
A	LOUVERS, DECORATIVE GRILLS & MISC. METAL	8846N "BERNARD BROWN" (EQUAL TO FRAZEE PAINT.)
B	COPING 26 GA METAL. (PRE - FAB PANELS)	8470W "DIAMOND MINUET" (TRIM COLOR EQUAL TO FRAZEE PAINT)
C	PREFABRICATED ARCHITECTURAL PANELS.	8472W "HANDSOME BLUE" (PRIMARY COLOR EQUAL TO FRAZEE PAINT)
D	PREFABRICATED ARCHITECTURAL PANELS.	8474W "OLIVE LEAVES" (ACCENT COLOR EQUAL TO FRAZEE PAINT)
E	STONE	STONE TO BE SIMILAR OR EQUAL TO CORONADO STONE PRODUCT. "OLD WORLD LEDGESTONE" IN RIO VERDE TRIM.

REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89113
PHONE: (702) 944-9151, FAX (702) 220-8592
CIVIL • PLANNING • LAND DEVELOPMENT • SURVEYING

TITLE: EXTERIOR ELEVATIONS
PROJECT: HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

SEAL
LEE A. BYGLAND
REGISTERED
NO.1431
ARCHITECT
STATE OF NEVADA

DATE: 03/10/2009
JOB : 08-13
DWG. BY: JSC
CHK. BY: MG
A2.2.0
SHEET 7 OF 7

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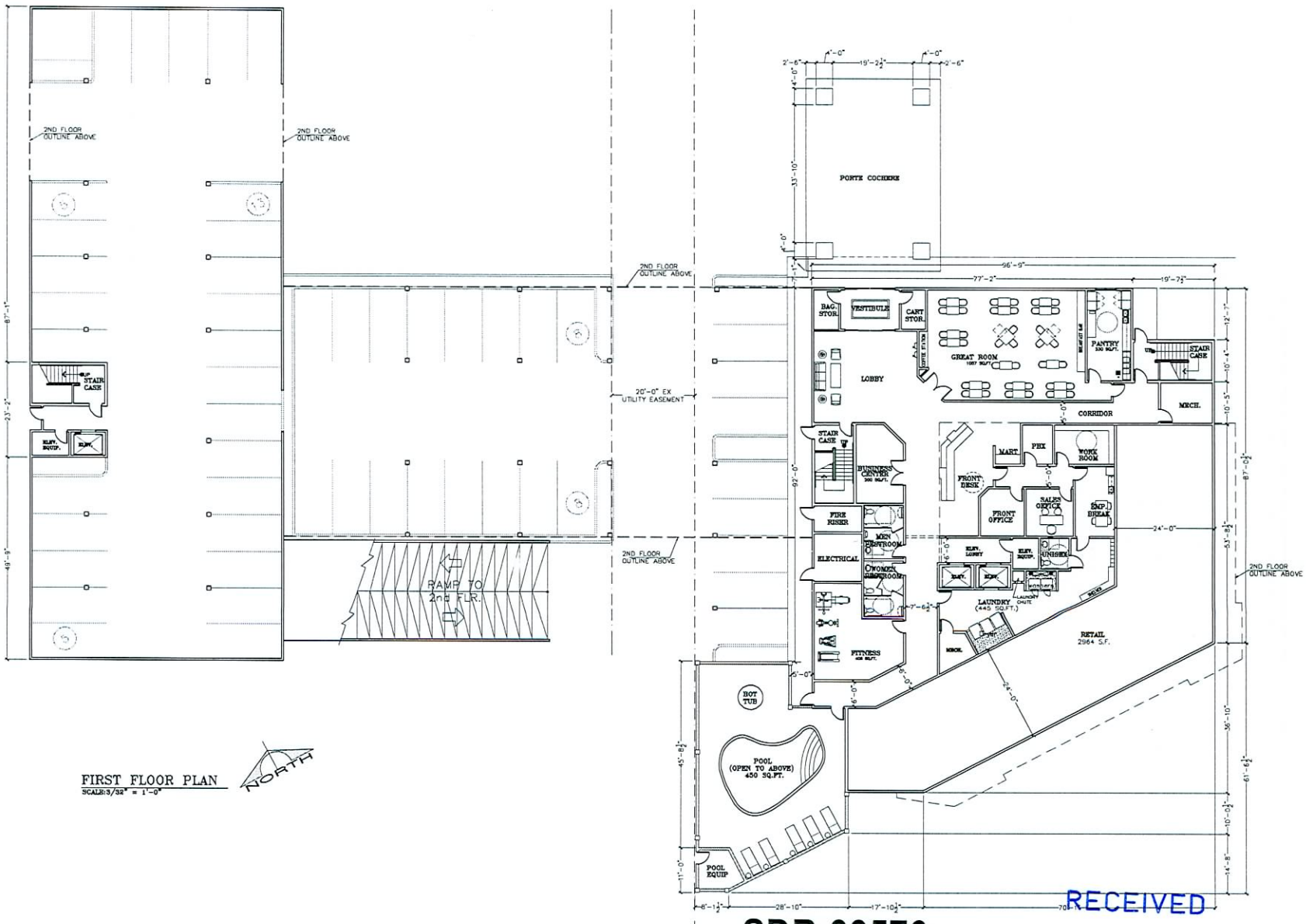

FIRST FLOOR PLAN
SCALE: 3/32" = 1'-0"

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04/09/09 PC

REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89113
PHONE: (702) 396-5813, FAX (702) 220-8392
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

TITLE: FIRST FLOOR PLAN

PROJECT: HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

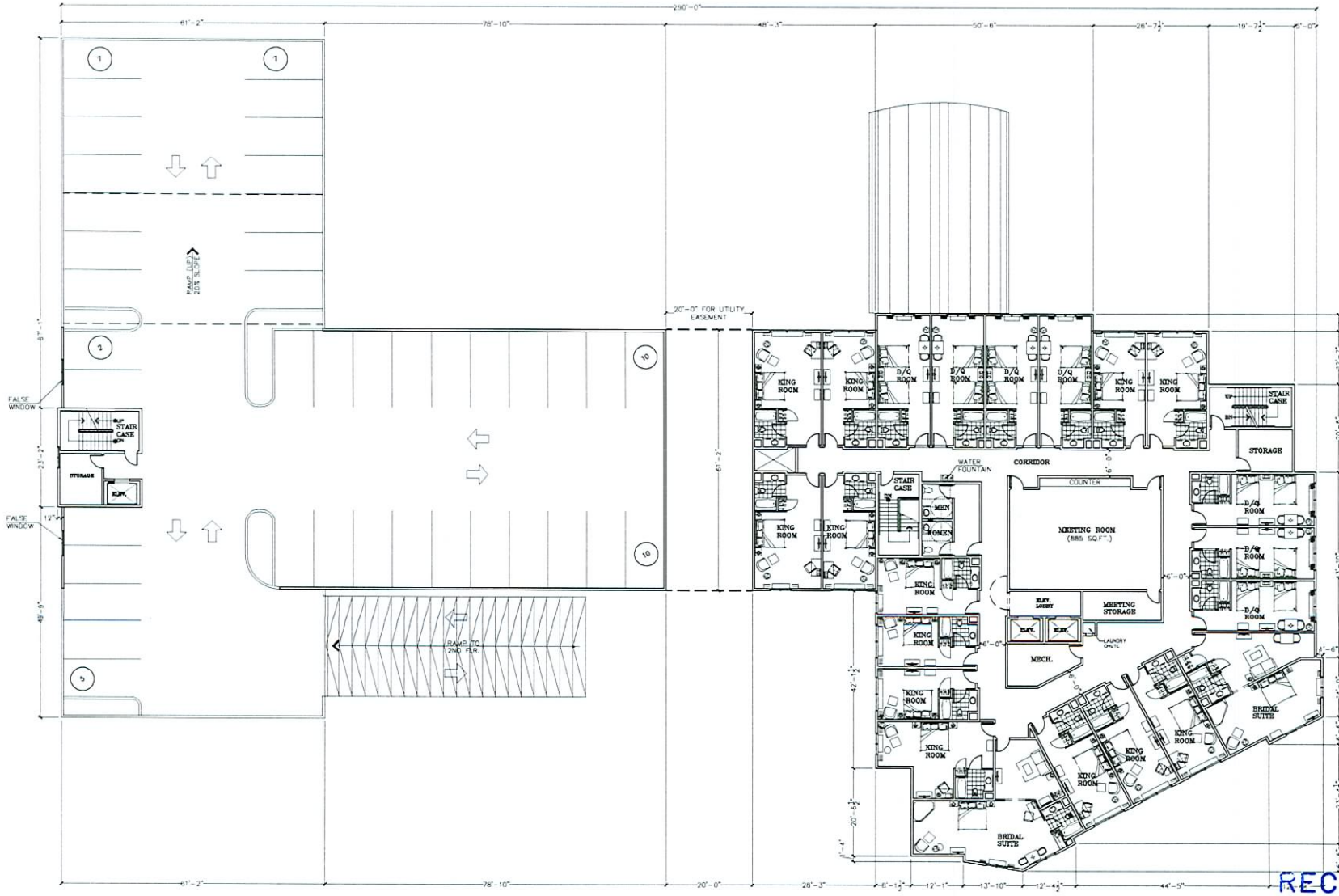
SEAL
LEE A. BIGELOW
REGISTERED
NO. 1431
ARCHITECT
STATE OF NEVADA

DATE: 03/13/2009

JOB : 08-13
DWG. BY: HS
CHK. BY: MG

A1.1.0

SHEET
2 OF 7



SECOND FLOOR PLAN
SCALE:3/32" = 1'-0"

NORTH

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REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89113
PHONE: (702) 396-5118, FAX (702) 220-8392
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

TITLE: SECOND FLOOR PLAN

PROJECT: HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

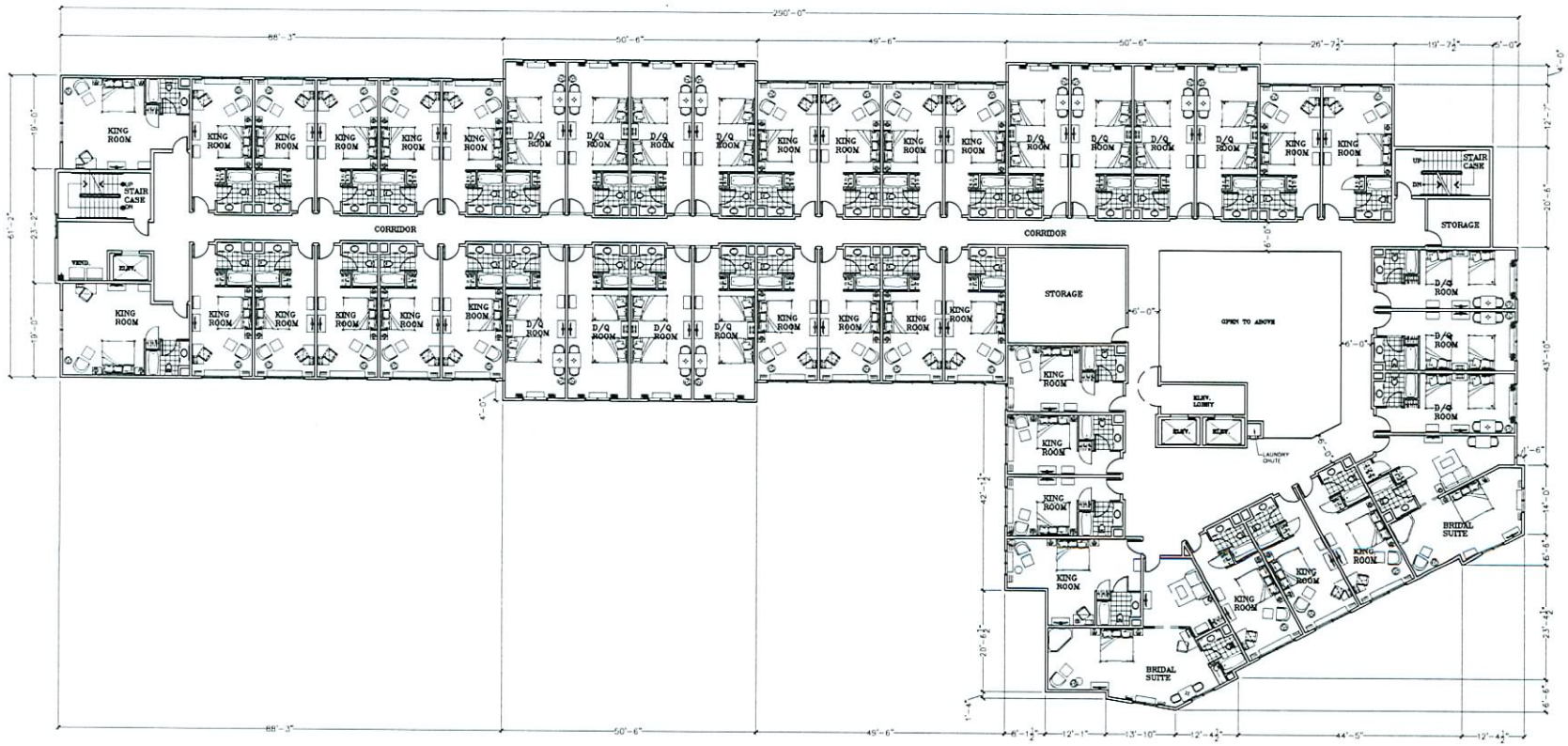
SEAL
LEE A. BIGELOW
REGISTERED
NO.1431
ARCHITECT
STATE OF NEVADA

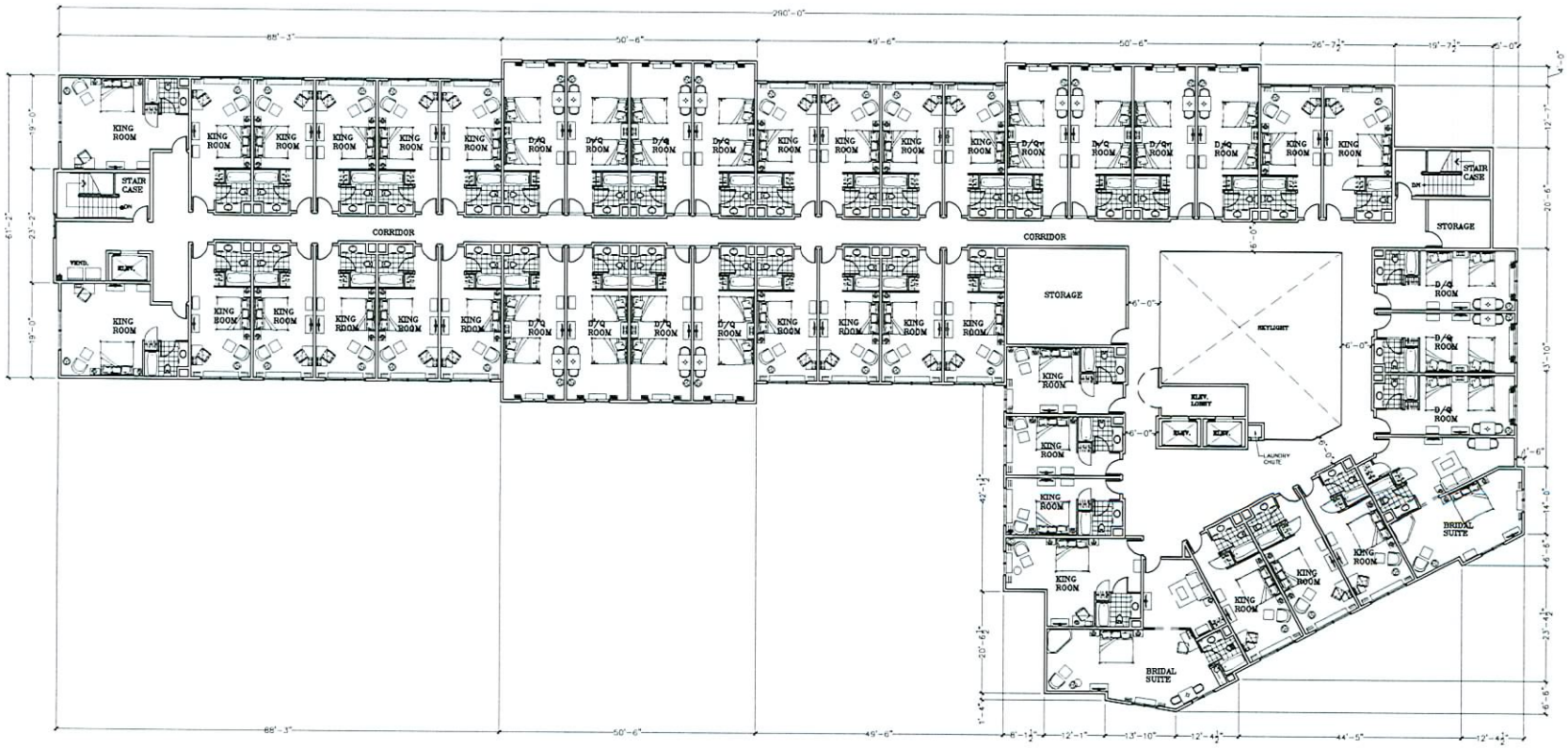
DATE: 02/23/2009

JOB : 08-13
DWG. BY: HS
CHK. BY: MG

A1.2.0

SHEET
3 OF 7


290'-0"
88'-3"
50'-6"
49'-6"
50'-6"
26'-7½"
19'-7½"
6'-0"
4'-0"
61'-2"
19'-0"
23'-2"
19'-0"
12'-7"
20'-6"
43'-10"
42'-1½"
20'-4½"
23'-4½"
1'-4"
6'-6"
14'-0"
6'-6"
6'-6"
KING ROOM
D/Q ROOM
STAIR CASE
UP
DN
CORRIDOR
STORAGE
OPEN TO ABOVE
ELEV. LOBBY
ELEV.
LAUNDRY CHUTE
BRIDAL SUITE
VEND.
4'-0"
6'-0"
6'-0"
6



FOURTH FLOOR PLAN
SCALE:3/32" = 1'-0"

NORTH

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FEB 23 2009

SDR-33576
04/09/09 PC

REVISIONS:

ACE ENGINEERING
5195 S. DURANGO DRIVE
LAS VEGAS, NV 89113
PHONE: (702) 396-5118, FAX (702) 220-8392
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

TITLE
FOURTH FLOOR PLAN

PROJECT
HOLIDAY INN EXPRESS & SUITES
928 S. LAS VEGAS BLVD.
LAS VEGAS, NEVADA 89101

SEAL
LEE A. BIGELOW
REGISTERED
NO.1431
ARCHITECT
STATE OF NEVADA

DATE: 02/23/2009

JOB : 08-13
DWG. BY: JAURA
CHK. BY: MG

A1.4.0

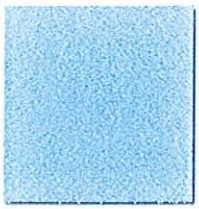
SHEET
5 OF 7

MATERIAL BOARD FOR HOLIDAY INN EXPRESS at LAS VEGAS & CHARLESTON



8472W HANDSOME BLUE

- PRE-FABRICATED ARCHITECTURAL PANELS
  (PRIMARY: COLOR EQUAL TO FRAZEE PAINT)



8474M AUTUMN EVENING

- PRE-FABRICATED ARCHITECTURAL PANELS
  (ACCENT: COLOR EQUAL TO FRAZEE PAINT)



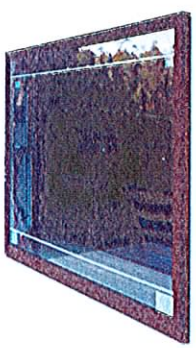
8470W DIAMOND MINUET

- PRE-FABRICATED ARCHITECTURAL PANELS
  (TRIM: COLOR EQUAL TO FRAZEE PAINT)

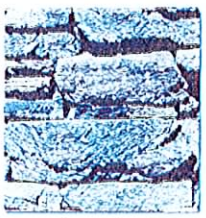


8846N BERNARD BROWN

- LOUVERS
  (COLOR EQUAL TO FRAZEE PAINT)



- WINDOWS TO BE ALUMINUM/VINYL WITH NON-REFLECTIVE TINTED GLASS.



- STONE TO BE SIMILAR OR EQUAL TO CORONADO STONE PRODUCT.
  "OLD WORLD LEDGESTONE" IN RIO VERDE TRIM.

SDR-33576
04/09/09 PC

SDR 33576

Chris Jhawar

NWC of Las Vegas Blvd. & Charleston Blvd.

Proposed 114-room hotel and 3-thousand square foot commercial development.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MOTEL [ROOM]	48	5.63	270
AM Peak Hour			0.45	22
PM Peak Hour			0.47	23
(heaviest 60 minutes)				

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	HOTEL [ROOM]	114	8.17	931
AM Peak Hour			0.56	64
PM Peak Hour			0.59	67
(heaviest 60 minutes)				

New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	3.0	42.94	129
AM Peak Hour			1.03	3
PM Peak Hour			3.75	11
(heaviest 60 minutes)				

Net Increase	DESCRIPTION			TOTAL
Average Daily Traffic (ADT)	HOTEL/RETAIL DEVELOPMENT			790
AM Peak Hour				45
PM Peak Hour				55
(heaviest 60 minutes)				

Existing traffic on all nearby streets:

Las Vegas Blvd.	
Average Daily Traffic (ADT)	23,980
PM Peak Hour	1,918
(heaviest 60 minutes)	

Charleston Blvd.	
Average Daily Traffic (ADT)	35,136
PM Peak Hour	2,811
(heaviest 60 minutes)	

4th St.				
Average Daily Traffic (ADT)	4,721			
PM Peak Hour	378			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Existing Street Capacity			
Las Vegas Blvd.	31700			
Charleston Blvd.	45220			
4th St.	31080			
This project will add approximately 790 trips per day on Las Vegas Blvd., Charleston Blvd., and 4th St. This will increase expected volumes by about 3 percent on Las Vegas, by about 2 percent on Charleston, and by about 17 percent on 4th. Currently, Las Vegas is at about 76 percent of capacity, Charleston is at about 78 percent of capacity, and 4th is at about 15 percent of capacity.				
Based on Peak Hour use, this development will add roughly 55 additional cars into the area; which works out to about 1 every minute.				
Note that this report assumes all traffic from this development uses all named streets.				



SDR-33576 - APPLICANT/OWNER: GATEWAY MOTEL INC.
NORTHWEST CORNER OF CHARLESTON BOULEVARD AND LAS VEGAS BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/12/09



SDR-33576 - APPLICANT/OWNER: GATEWAY MOTEL INC.
NORTHWEST CORNER OF CHARLESTON BOULEVARD AND LAS VEGAS BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

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03/12/09



SDR-33576 - APPLICANT/OWNER: GATEWAY MOTEL INC.
NORTHWEST CORNER OF CHARLESTON BOULEVARD AND LAS VEGAS BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/12/09

ACE Engineering
Land Planning • Civil Engineering • Architectural Design • Structural Engineering

March 13, 2009

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

SUBJECT: Holiday Inn Express & Suites
728 S. Las Vegas Boulevard
APN Numbers: 130-34-410-139 & 165
Site Design Review

Dear Sir/Madam:

On behalf of our clients, Chris and Steve Jhawar, we are submitting a request for the construction of a 4-story, 114 room Holiday Inn Express to be built on their property located at 928 S. Las Vegas Boulevard. This parcel is currently the site of the Gateway Motel, which is owned by our clients.

The proposed product sits at the entry to the new City of Las Vegas Gateway Arts District and will upgrade aesthetics on Las Vegas Boulevard and Charleston while continuing to provide the surrounding neighborhood with a desirable product.

This development will provide a necessary service to the visitor industry in Las Vegas, particularly in light of the establishment of an arts district where artists will live and work, attracting many visitors to this area.

The owners believe that this development will act to benefit the public welfare as well as meeting the goals, objectives and the policies of the City. The hotel will definitely be an improvement to the surrounding area, which is zoned General Commercial (C-2). The current zoning to the North, South, East and West is the same.

We are requesting one waiver to the Downtown Centennial Plan requirements:

- To allow no 10' landscape setback adjacent to 4th Street

If you have any questions, please call me at 396-5113.

Sincerely yours,

ACE ENGINEERING

Lee A. Bigelow

Lee A. Bigelow
Architectural Project Manager

RECEIVED
MAR 16 2009

SDR-33576
REVISED
04/09/09 PC

5195 S. Durango Drive • Las Vegas, NV 89113 • T 702-396-5113 • F 702-396-7912
www.aceengineering.us

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK

2009 APR 28 A 8:06

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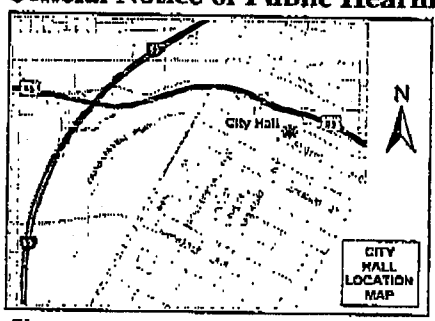
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33576
City Council Meeting of 5/6/2009

RIGGS RICHARD L & TERRI L
1466 RIDGEWOOD DR
SAN JOSE CA 95118-2940

APN#13934412021

9611882940 0020

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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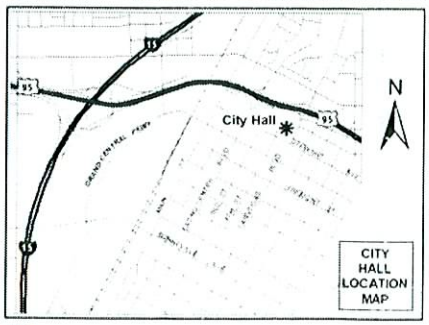
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33576

Planning Commission Meeting of 4/9/2009

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APR 02 2009

Case: SDR-33576
13934411038
ORMSBY NANCY KAY
900 S LAS VEGAS BLVD #906
LAS VEGAS NV 89101-6851

50P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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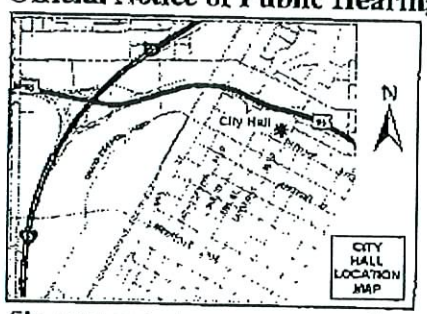

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33576

Planning Commission Meeting of 4/9/2009

13934410099 Case: SDR-33576
CAVIGLIA DENNIS G & C M MARTL TR
%D HECKETHORN
4181 SQUAW CREEK CT
LAS VEGAS NV 89120-3872

AAVOP11 89120

50A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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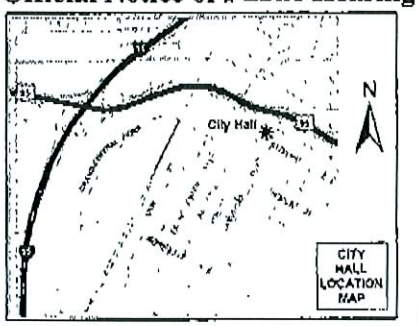
Official Notice of Public Hearing



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APR 02 2009

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APR 0 1 2009
BY:_____

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[✓] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33576
Planning Commission Meeting of 4/9/2009

Case: SDR-33576
16203112002
DOWNTOWN MINI STORAGE PARTNERS
1120 LAS VEGAS BLVD S
LAS VEGAS NV 89104-1312

50 A

APR. 2. 2009 9:02AM NO. 4090 P. 1

APR. 1. 2009 7:07AM COOPER, GAY, STEELE NO. 6475 P. 1

.y of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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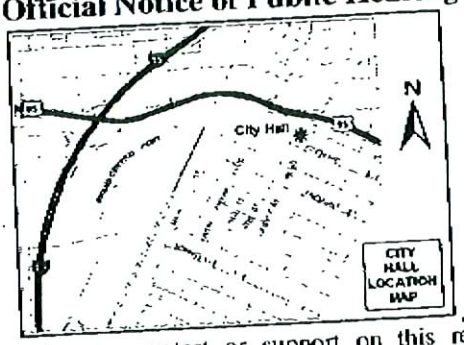

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33576

Planning Commission Meeting of 4/9/2009

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APR 01 2009

Case: SDR-33576

13934412094
MARTINEZ ANGEL
92 LAIGHT ST #10D
NEW YORK NY 10013-2025

50A

PAGE 01/01

SHERWIN LEWIS

6509645041

04/04/2009 07:50

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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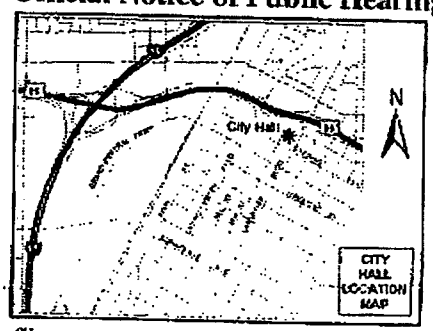

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-33576

Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SDR-33576

13934412026
LEWIS SHERWIN D & ROSE M
1625 ALEXANDER WY
LOS ALTOS CA 94024-6237

...ed after final agenda

...4/7/09 Item 50P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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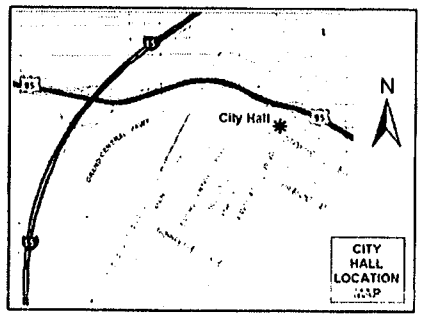

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33576
Planning Commission Meeting of 4/9/2009

RECEIVED
APR 07 2009

Case: SDR-33576
13934411014
JACKSON MICHAEL WILLIAM
2441 WHITE OAK DR
HOUSTON TX 77009-7321

Submitted after final agenda

Date Item 50 A

PAGE1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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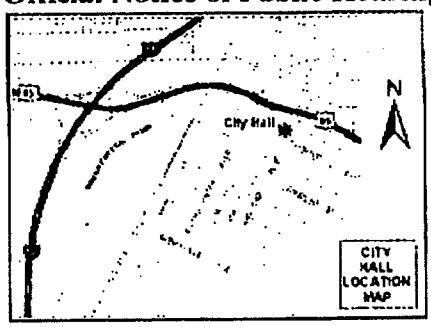
Return Service Requested
Official Notice of Public Hearing



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APR 09 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-33576

13934411070
STIERS THOMAS & DEANNA
900 S LAS VEGAS BLVD #1106
LAS VEGAS NV 89101-6861

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-33576
Planning Commission Meeting of 4/9/2009

Submitted after final agenda

Date Item 50A

04-08-2009 19:21 SOHO LOFTS 7023836145

City of Las Vegas Agenda Item No.: **134.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: MAY 6, 2009

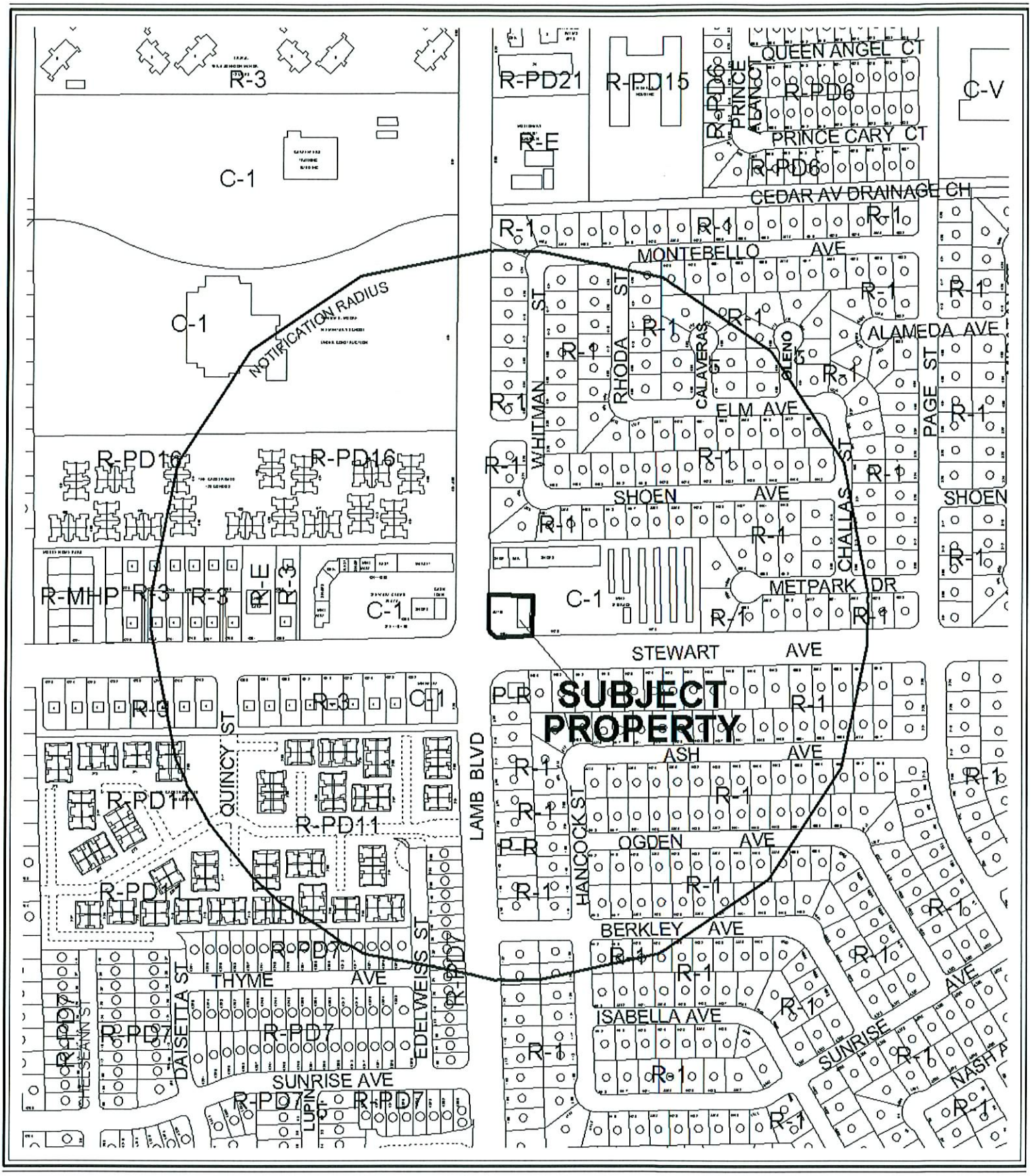
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33579 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: MARIA ZUBIA - OWNER: NORA ARMENIAN - Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILD) (ACCESSORY SALES & SERVICE) AND AUTO REPAIR GARAGE, MINOR on 3.9 acres located at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL

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

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for RQR-29762
5. City Council Approval Letter for SUP-3128



CASE: **RQR-33579**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 500 Feet

N



0 500 Feet

CASE: **RQR-33579**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33579 – REQUIRED REVIEW – APPLICANT: MARIA ZUBIA - OWNER: ARMENIAN & KOUTNOUYAN

** CONDITIONS **

STAFF RECOMMENDATION: **DENIAL.** If approved, subject to:

Planning and Development

1. Conformance to the conditions of approval for Special Use Permit (SUP-3128).

2. The Special Use Permit (SUP-3128) shall be reviewed in six months by the City Council.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of a previosuly approved Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/07/77	The City Council approved a request for Rezoning (Z-0075-77) from R-E (Residence Estates) to C-1 (Limited Commercial) of property generally located on the northeast corner of Lamb Boulevard and Stewart Avenue. The Planning Commission recommended approval on 08/11/97.
01/21/04	The City Council approved a request for a Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue. The Planning Commission recommended approval on 11/20/03.
04/13/04	A Vehicle Infraction (12677) was processed for a vehicle for sale in the parking lot at 4401 Stewart Avenue. The case was resolved on 04/13/04.
04/21/04	A Vehicle Infraction (13422) was processed for a vehicle for sale in the parking lot of 4401 Stewart Avenue. The case was resolved on 04/21/04.
06/29/04	A Code Enforcement case (17341) was processed for a Tire Shop at 4401 Stewart Avenue not meeting landscaping conditions imposed by the City Council. The case was resolved on 07/13/04.
07/14/04	A Vehicle Infraction (18028) was processed for an abandoned blue Honda Accord without plates at 4401 Stewart Avenue. The case was resolved on 08/03/04.
06/15/05	The City Council Tabled a request for a Required Review (RQR-6262) of an approved Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and an Auto Repair Garage, Minor located at 4401 Stewart Avenue.
10/26/06	A Code Enforcement case (47462) was processed for a Tire Shop working outside the scope of zoning at 4401 Stewart Avenue. The case was resolved on 12/20/06.
02/20/08	A Code Enforcement case (62506) was processed for signs/storage/business outside the bays at 4401 Stewart Avenue. The case was resolved on 05/27/08.

09/04/08	A Code Enforcement case (69360) was processed for a Tire Shop having storage in public view at 4401 Stewart Avenue. The case was resolved on 09/24/08.
10/15/08	The City Council approved a request for a Required Review (RQR-29762) of an approved Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor located at 4401 Stewart Avenue.
Related Building Permits/Business Licenses	
07/27/04	A building permit (4018573) was issued for tenant improvements for a Certificate of Occupancy: change of use at 4401 Stewart Avenue. The permit was finalized on 10/20/04.
08/20/07	A business license (G02-00772) was issued for an Auto Repair Garage, Minor at 4401 Stewart Avenue. The license is still active.
05/06/08	A building permit (8000140) was issued for a 65-foot sign at 4401 Stewart Avenue.
Pre-Application Meeting	
A pre-application meeting is not required for this type of application, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting is not required for this type of application, nor was one held.	

Field Check	
04/08/09	Staff conducted a field check of the subject site with the following observations: • In front of the business towards the southwest corner, there was an unauthorized wooden sign with a banner advertising brakes, tires, and window tinting. • On the northwest side of the building, there was an unauthorized banner advertising window tinting. • In front of the building near the bays, there was a stack of tires on display with a plastic 'Goodyear" cover over the top. • In the rear of the property, there was a shopping cart in the landscape buffer. • On the southeast corner on the rear of the building, there was an unauthorized banner advertising a type of tires. • The landscaping surrounding the building appeared to be properly maintained and neat in appearance.

Details of Application Request	
Site Area	
Gross Acres	0.357

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishment and Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
South	Office	O (Office)	P-R (Professional Office and Parking Lot)
	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Mini Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second Required Review of an approved Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and an Auto Repair Garage, Minor located at 4401 Stewart Avenue. During a field check of the subject site, staff noted unauthorized signage in the front and rear of the building. Additionally, though covered with a plastic top, tires were on display outside of the building.

The following conditions of approval for Special Use Permit (SUP-3128) are listed below:

1. The hours of operation shall be from 8:00 a.m. to 6:00 p.m.

2. A trash dumpster shall be located and fully enclosed to meet Title 19 standards.

3. No signage shall be placed on the lawn or landscaped areas.

4. There shall be no outside displays.

5. The Special Use Permit shall be reviewed in six months by City Council.

6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

7. Prior to the issuance of a Certificate of Occupancy, the owners of parcels APN 140-32-201-001 and APN 140-32-201-002 must execute an Off-Site Parking Agreement or similar document, satisfactory to the City Attorney, allowing for the use of five additional parking spaces for the subject site.

8. A landscape plan showing shrubs in conformance to Code standards must be submitted and approved by the Planning and Development Department Staff prior to or at the same time application is made for a building permit.

9. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

10. All repair, service, and installation work shall be performed within a completely enclosed building.

11. No used or discarded automotive parts or equipment shall be located in any open are outside of an enclosed building.

12. No outside storage of stock, equipment, or residual used equipment shall be located in any open area outside of an enclosed building.

13. All disabled vehicles shall be stored in an area, which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

14. All City Code requirements and design standards of all City departments must be satisfied.

15. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the northeast corner of Stewart Avenue and Lamb Boulevard prior to the issuance of any permits as required by the Department of Public Works. Alternatively, the applicant may grant a traffic signal chord easement on the northeast corner of Stewart Avenue and Lamb Boulevard: coordinate with the Right-of-Way Section of the Department of Public Works for assistance in the preparation of appropriate documents prior to the issuance of any permits for this site.

16. Provide a copy of a recorded Joint Access and Parking Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

FINDINGS

During a site inspection on 04/08/09, the applicant was in violation of Condition #3 and #4 of the approved Special Use Permit (SUP-3128) by having unauthorized signage and an outside display. The sign violations consisted of a wooden sign with a banner located in a parking space in front of the building advertising brakes, tires, and window tinting; a banner on the northwest corner of the building advertising window tinting; and an additional banner in the southeast corner on the rear of the building advertising a certain brand of tire. The outside display consisted of a stack of tires located under a plastic "Goodyear" cover in front of the business. As the applicant is in violation of the Conditions of Approval of the Special Use Permit (SUP-3128), staff is recommending denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

ASSEMBLY DISTRICT **N/A**

SENATE DISTRICT **N/A**

NOTICES MAILED 419

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-33579 APN: 140-32-201-002

Name of Property Owner: Nora Armenian

Name of Applicant: Maria Zubia

Name of Representative: Maria Zubia

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: N. Armenian

Print Name: Nora Armenian

Subscribed and sworn before me

This 6 day of March, 2006

Lois Sanders

Notary Public in and for said County and State

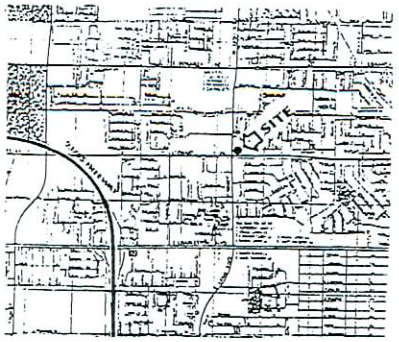
Lois Sanders
Notary Public
State of Nevada
Date Appointment Exp: 01-16-2012
Certificate No: 00-60999-1

KEYNOTES

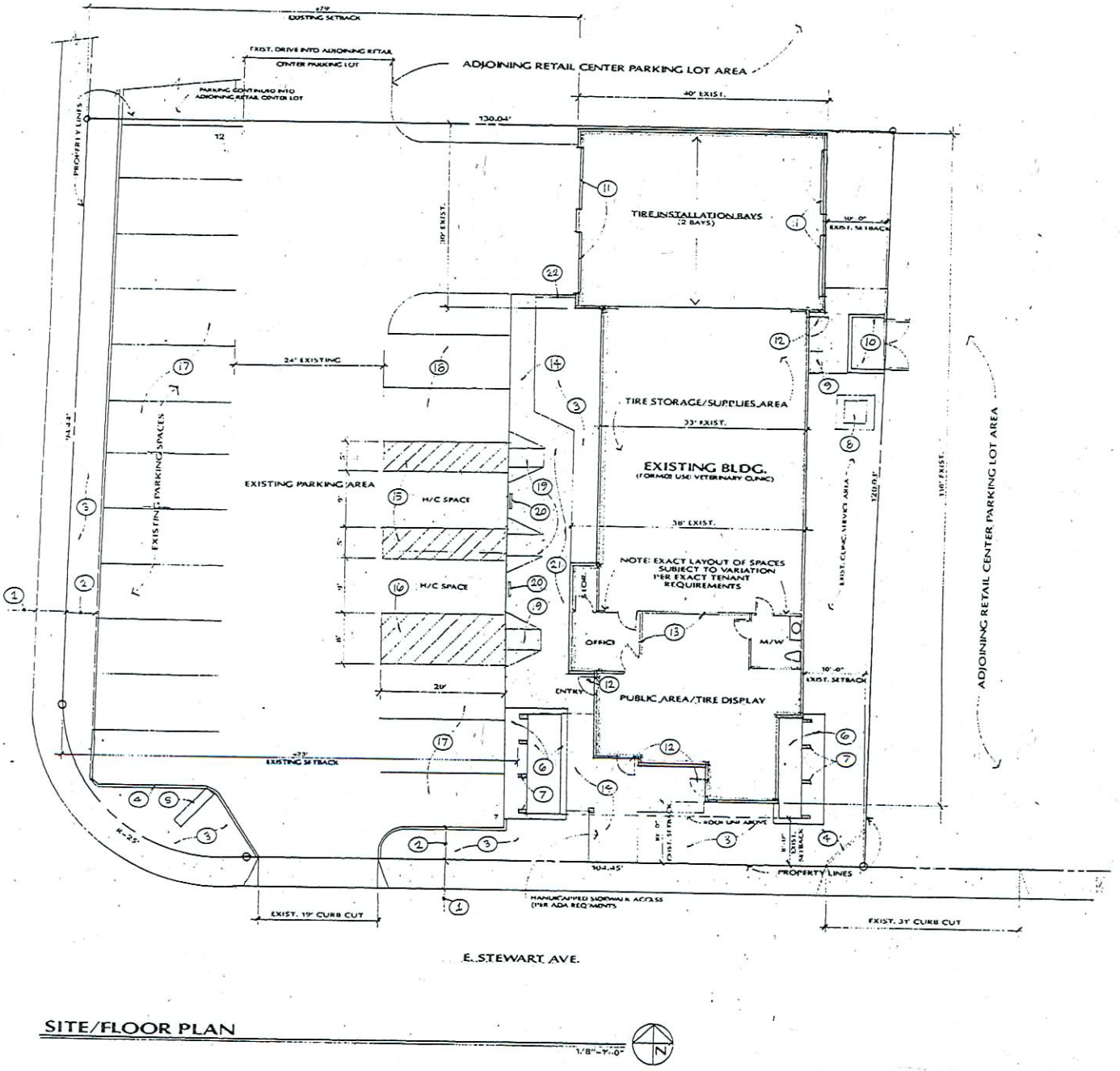
1. EXIST. 8" CONC. WALK
2. EXIST. PLANTING AREA
3. " " CONC. CURB
4. " " 6"CONC (per WIDER & 6" HIGH)
5. " " BRICK PAVERS
6. " " ASPHALT PAVING (FOR BEARING AREAS)
7. " " CONC. SLOPE - FACE
8. " " CONC. PAVING
9. " " 6" CONC. CURB
10. NEW INTERIOR/EXT. NON-BEARING STUD WALL
11. UNDERSIDE CANOPY WITH RECESSED LIGHTING
12. EXIST. DOOR
13. NEW OPEN STEEL INTERIOR WALL (DESIGNATED)
14. EXIST. CONC. WALK
15. NEW 5'-0" WIDE STEEL HANDICAPPED ACCESS RESTRICTED
16. NEW 4" WIDE NON-ACCESSIBLE STRIPED HANDICAPPED ACCESS AISLE
17. EXIST. PAINT PARKING SPACES
18. NEW REMOVE EXISTING SPACES TO GRASS OR EXIST. PLANTING AREA (TYP. OF NEW PAINT SPACES)
19. NEW CONC. HANDICAPPED RAMP(S) AT NEW ENTRY (SEE ARCH. PLAN FOR ADA REQUIREMENTS)
20. NEW HANDICAP SPACE SIGN (SEE ARCH. PLAN FOR ADA REQUIREMENTS)
21. NEW CONC. WALK
22. NEW CONC. CURB

TABULATION

[illegible]



VICINITY MAP



SITE/FLOOR PLAN 1/8"=1'-0"

RQR-33579
05-06-09 CC

RECEIVED
MAR 19 2009

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



November 20, 2008

Ms. Nora Armenian
Armenian & Koutnouyan
1023 Whitney Ranch Drive
Henderson, Nevada 89014

RE: RQR-29762 – REQUIRED REVIEW
CITY COUNCIL MEETING OF OCTOBER 15, 2008

Dear Ms. Armenian:

The City Council at a regular meeting held October 15, 2008 APPROVED the request for a Six Month Required Review of an approved Special Use Permit (SUP-3128) WHICH ALLOWED AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES & SERVICE) AND AUTO REPAIR GARAGE, MINOR on 3.9 acres located at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 16, 2008. This approval is subject to:

Added Condition:
A. There shall be a six-month review at a public hearing of the City Council.

Planning & Development
1. Conformance to all Conditions of Approval for Special Use Permit (SUP-3128).

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Ms. Maria Zubia
5990 Lindell Road
Las Vegas, Nevada 89118

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-33579
05-06-09 CC

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

February 6, 2004

Ms. Nora Armenian
Armenian & Koutnouyan
1000 Stephanie Place, Suite #3
Henderson, Nevada 89014

RE: SUP-3128 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 21, 2004

Dear Ms. Armenian:

The City Council at a regular meeting held January 21, 2004 APPROVED the request for a Special Use Permit FOR AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES & SERVICE) AND A PROPOSED AUTO REPAIR GARAGE, MINOR, located at 4401 Stewart Avenue (APN: 140-32-201-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the City Clerk's Office on January 22, 2004. This approval is subject to:

Planning and Development

1. The hours of operation shall be from 8:00 a.m. to 6:00 p.m.

2. A trash dumpster shall be located and fully enclosed to meet Title 19 Standards.

3. No signage shall be placed on the lawn or landscaped areas.

4. There shall be no outside displays.

5. The Special Use Permit shall be reviewed in six months by City Council.

6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

7. Prior to the issuance of a Certificate of Occupancy the owners of parcels APN 140-32-201-001 and APN 140-32-201-002 must execute an Off-Site Parking Agreement or similar document, satisfactory to the City Attorney, allowing for the use of five additional parking spaces for the subject site.

8. A landscaping plan showing shrubs in conformance to Code standards must be submitted and approved by the Planning and Development Department Staff prior to or at the same time application is made for a building permit.

RQR-33579
05-06-09 CC

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

9. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.]

10. All repair, service, and installation work shall be performed within a completely enclosed building.

11. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

12. No outside storage of stock, equipment or residual used equipment shall be located in any open area outside of an enclosed building.

13. All disabled vehicles shall be stored in an area, which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

14. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

15. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the northeast corner of Stewart Avenue and Lamb Boulevard prior to the issuance of any permits as required by the Department of Public Works. Alternatively, the applicant may grant a traffic signal chord easement on the northeast corner of Stewart Avenue and Lamb Boulevard; coordinate with the Right-of-Way Section of the Department of Public Works for assistance in the preparation of appropriate documents prior to the issuance of any permits for this site.

16. Provide a copy of a recorded Joint Access and Parking Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

RQR-33579
05-06-09 CC

City of Las Vegas Agenda Item No.: **135.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

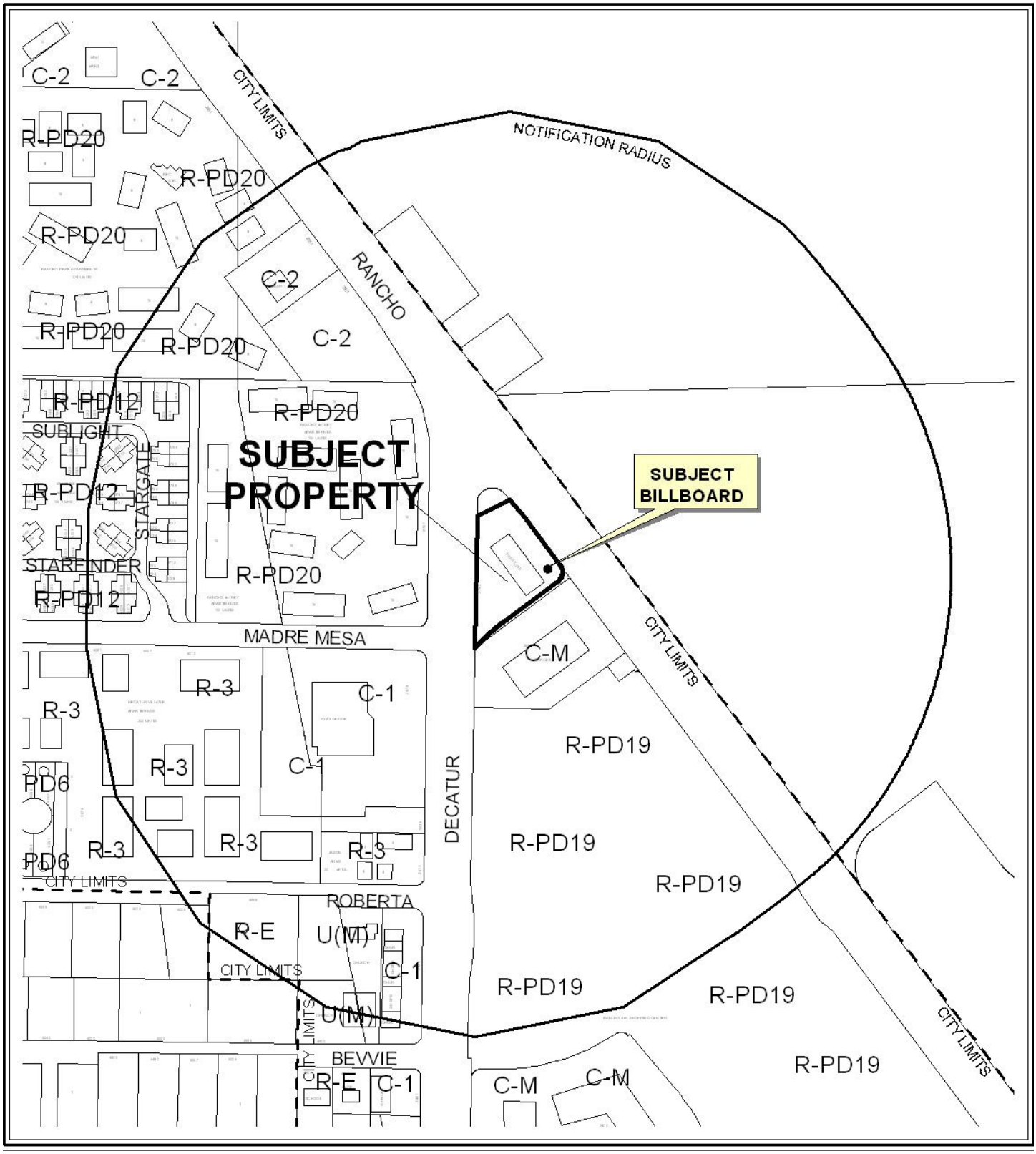
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33320 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: MAYNARD J. WEINS JR ETAL - Required Review of an approved Special Use Permit (U-0030-91) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 2750 North Decatur Boulevard (APN 139-18-302-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-30-90(1)
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 43



CASE: **RQR-33320**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

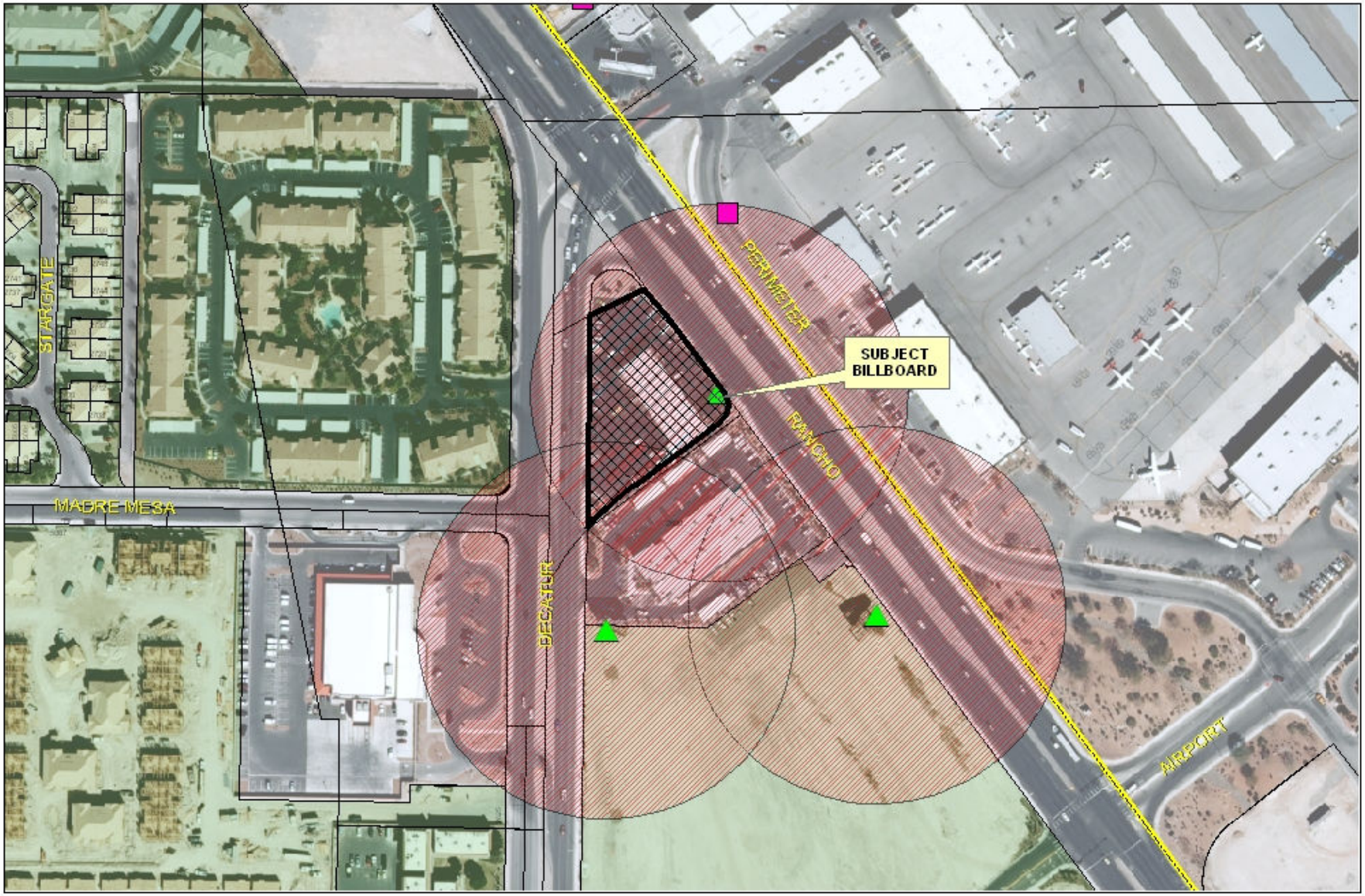


CASE: **RQR-33320**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



RQR-33320

Subject Parcel

City of Las Vegas Billboard Location

Clark County Billboard Location

City of Las Vegas Billboard Data

300 Foot Buffer Around Billboard

750 Foot Buffer Around Freeway Billboard

Residential Zoned Property

Off Premise Sign Exclusion Area

Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33320 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MAYNARD J. WEINS JR ETAL

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0030-91).

2. The owner of this Off-Premise Sign (Billboard) shall, within 30 days, obtain either construction inspection and approval by the City, or structural certification, as those items are described in Title 19.14.100(D), paragraph six, subsection a or b. Failure to secure the required final inspection may result in fines and/or removal of the Off-Premise Sign (Billboard).

3. This Special Use Permit shall be placed on an agenda closest to May 15, 2012 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

4. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

5. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0030-91) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (U-0030-91) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 2750 N. Decatur Boulevard.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/21/88	The City Council approved a request for a Variance (V-0133-88) to allow a 12-foot by 24-foot Off-Premise Sign (Billboard) to a height of 40 feet on the east side of Decatur Boulevard, approximately 1,000 feet south of Rancho Drive. The Board of Zoning Adjustment recommended denial on 11/17/88.
12/21/88	The City Council approved a request for a Special Use Permit (U-0157-88) to allow two 12-foot by 24-foot Off-Premise Signs (Billboards) to a height of 40 feet on the east side of Decatur Boulevard, approximately 400 feet and 700 feet south of Rancho Drive. The Board of Zoning Adjustment recommended approval on 11/17/88.
01/19/94	The City Council approved a request for a Required Review [V-0133-88(1)] of an approved Variance (V-0133-88) to allow a 12-foot by 24-foot Off-Premise Sign (Billboard) to a height of 40 feet on the east side of Decatur Boulevard, approximately 1,000 feet south of Rancho Drive. The Board of Zoning Adjustment recommended approval on 12/28/93.
01/19/94	The City Council approved a request for a Required Review [U-0157-88(1)] of an approved Special Use Permit (U-0157-88) for two 12-foot by 24-foot Off-Premise Signs (Billboards) on the east side of Decatur Boulevard, approximately 400 feet and 700 feet south of Rancho Drive. The Board of Zoning Adjustment recommended approval on 12/28/93.
02/16/00	The City Council approved a request for a Required Review [V-0133-88(2)] of an approved Variance (V-0133-88) to allow a 12-foot by 24-foot Off-Premise Sign (Billboard) to a height of 40 feet on the east side of Decatur Boulevard, approximately 1,000 feet south of Rancho Drive. The Board of Zoning Adjustment recommended denial on 01/04/00.
03/20/91	The City Council approved a request for a Special Use Permit (U-0030-91) to allow a 14-foot by 48-foot Off-Premise Sign (Billboard) on the east side of Decatur Boulevard, approximately 1,000 feet south of Rancho Drive. The Board of Zoning Adjustment recommended denial on 02/28/91.

05/15/96	The City Council approved a request for a Required Review [U-0030-91(1)] of an approved Special Use Permit (U-0030-91) for a 14-foot by 48-foot Off-Premise Sign (Billboard) on the east side of Decatur Boulevard, approximately 1,000 feet south of Rancho Drive. The Board of Zoning Adjustment recommended approval on 04/23/96.
02/16/00	The City Council approved a request for a Required Review [U-0157-88(2)] of an approved Special Use Permit (U-0157-88) for two 12-foot by 24-foot Off-Premise Signs (Billboards) on the east side of Decatur Boulevard, approximately 400 feet and 700 feet south of Rancho Drive. The Planning Commission recommended denial on 01/28/99.
08/01/01	The City Council approved a request for a Special Use Permit and Site Development Plan Review (U-0059-01) for six (6) 14-foot by 48-foot Off-Premise Signs (Billboards) on the south side of the intersection of Rancho Drive and Decatur Boulevard. The Planning Commission recommended denial on 05/24/01.
0707/04	The City Council approved a request for a Required Review [U-0059-01(1)] of an approved Special Use Permit and Site Development Plan Review (U-0059-01) for five (5) 15-foot by 48-foot Off-Premise Signs (Billboards) adjacent to the northeast corner of Smoke Ranch Road and Decatur Boulevard.
09/07/05	The City Council approved a request for a Required Review (RQR-4239) of an approved Special Use Permit (U-0059-01) for two (2) 14-foot by 48-foot Off-Premise Signs (Billboards) adjacent to the northeast corner of Smoke Rancho Road and Decatur Boulevard. The Planning Commission recommended approval of the sign at Rancho Drive and denial of the sign at Decatur Boulevard.
12/20//06	The City Council approved a request for a Required Review (RQR-17040) of an approved Special Use Permit (U-0059-01) for two (2) 14-foot by 48-foot Off-Premise Signs (Billboards) adjacent to the northeast corner of Smoke Rancho Road and Decatur Boulevard. The Planning Commission recommended approval on 11/16/06.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #43/ds).
Related Building Permits/Business Licenses	
12/18/90	A building permit (90092459) was issued for a new building at 2750 N. Decatur Boulevard. The permit was finalized on 05/14/91.
12/17/90	A building permit (90092334) was issued for a new building at 2750 N. Decatur Boulevard. The permit was finalized on 06/13/91.
03/11/91	A building permit (91099778) was issued for a new building at 2750 N. Decatur Boulevard. The permit was finalized on 05/14/91.
11/21/02	A business license (G02-00499) was issued for an Auto Repair Garage, Minor at 2750 N. Decatur Boulevard. The license is still active.
12/02/02	A business license (P35-00218) was issued for a Pay Phone location at 2750 N. Decatur Boulevard. The license is still active.

Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
03/05/09	Staff conducted a field check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays. • All structural elements have been properly maintained and are screened from public view. • The sign and supporting structure appeared in good condition and does not require repainting or bird deterrents.

Details of Application Request	
Site Area	
Gross Acres	1.14

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Auto Repair Garage, Minor	GC (General Commercial)	C-2 (General Commercial)
North	Retail Establishment	North Las Vegas	North Las Vegas
South	Offices	LI/R (Light Industry/Research)	C-M (Commercial/Industrial)
East	North Las Vegas Airport	North Las Vegas	North Las Vegas
West	Apartments	M (Industrial)	R-PD20 (Residential Planned Development-20 Units per Acre)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan		X	N/A
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts	X		N
A-O Airport Overlay District (35 feet)	X		N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* The City Council approved a Special Use Permit (U-0030-91) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 2750 N. Decatur Boulevard. Representatives for the North Las Vegas Airport had no objection to the height of the sign.

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in a C-2 (General Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and it does not have an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 55 feet tall	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements of the sign are properly screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is at least 300 feet from another billboard sign.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is at least 300 feet to property zoned for residential use.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is not located on property zoned for residential use.	Y

* The City Council approved a Special Use Permit (U-0030-91) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 2750 N. Decatur Boulevard.

ANALYSIS

This is the second required review of an approved Special Use Permit (U-0030-91) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign (billboard) at 2750 N. Decatur Boulevard. A research of the building permit activity found no history of a permit issued for the construction and installation of the billboard at the subject site. During a site inspection, staff found the sign and supporting structure in good condition with no discrepancies noted.

The area surrounding the billboard has experienced some new development in early 2000, consisting of Offices and an Auto Repair Garage, Minor, but nothing to warrant the removal of the billboard.

FINDINGS

This sign is located in a C-2 (General Commercial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. The sign and supporting structure are in good condition and are being properly maintained. Though there has been some development in the surrounding area since the original installation of the sign, staff finds no adverse impact regarding the continued use of the sign at this time. The sign does lack any history of acquiring a building permit or final inspection; therefore, staff is recommending denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

ASSEMBLY DISTRICT 7

SENATE DISTRICT 4

NOTICES MAILED 63 by City Clerk

APPROVALS 1

PROTESTS 1

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-33320** APN: 139 18 302 002

Name of Property Owner: Wiens Maynard J Jr Etal

Name of Applicant: Clear Channel Outdoor

Name of Representative: Same as applicant

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 X No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature] TRUSTEE

Print Name: MAYNARD J. WIENS JR. TRUSTEE

Subscribed and sworn before me

This 27th day of Feb, 2009

[signature]

Notary Public in and for said County and State

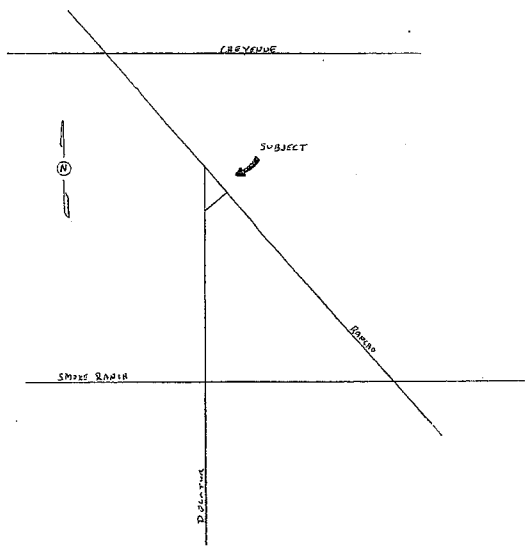
MARY VICKER
Notary Public State of Nevada
No. 99-23944-1
My appt. exp. Apr. 2, 2011

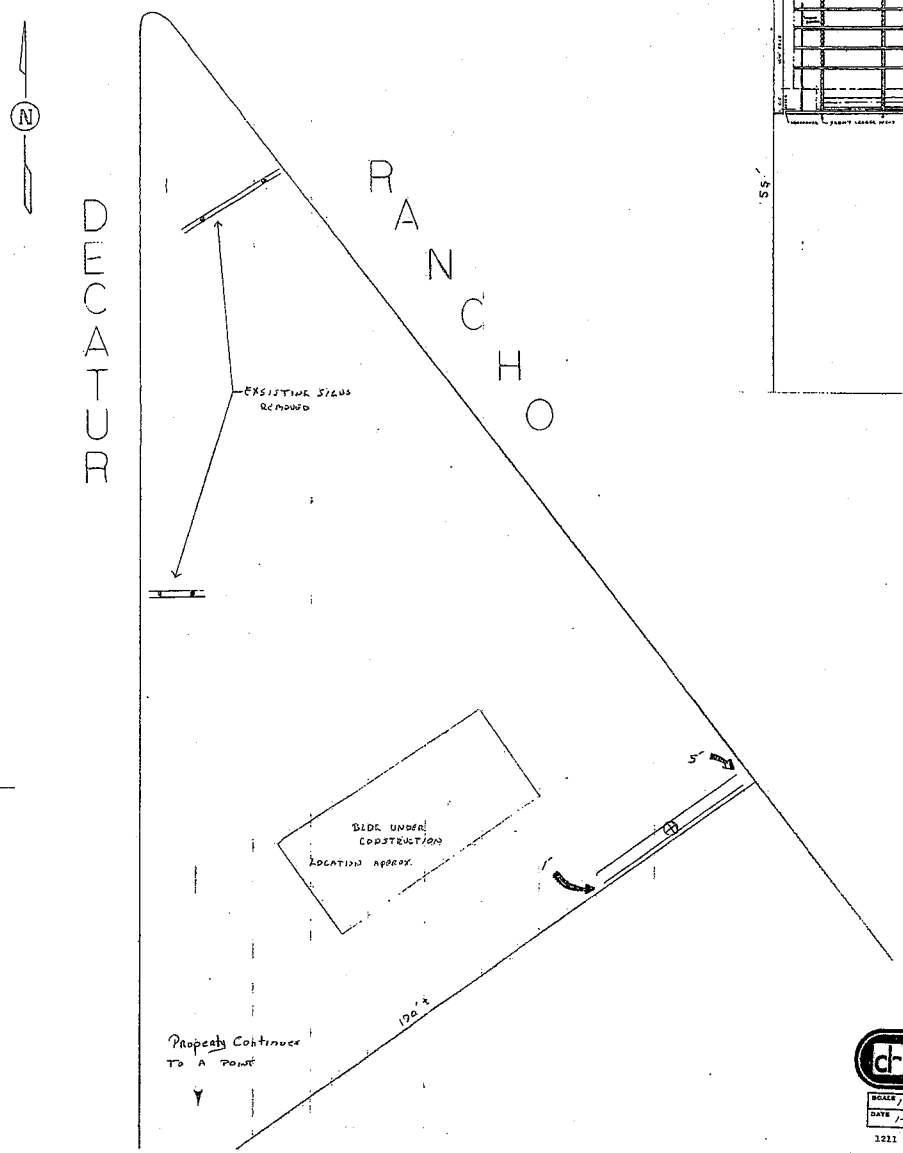
Revised 11-14-06

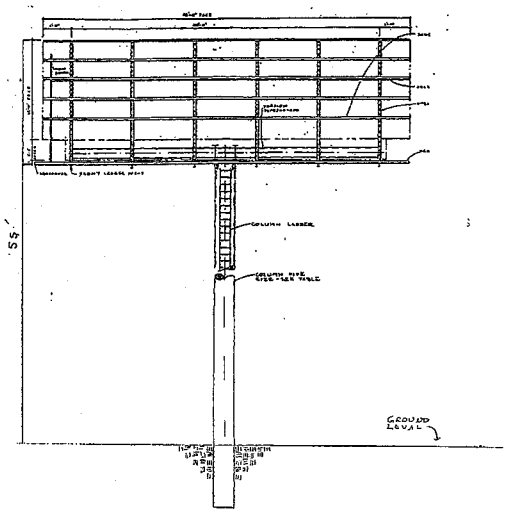
Submitted at Planning Commission

f:\depot\Application Packet\Statement of Financial Interest.doc

Date 4/9/09 Item 43





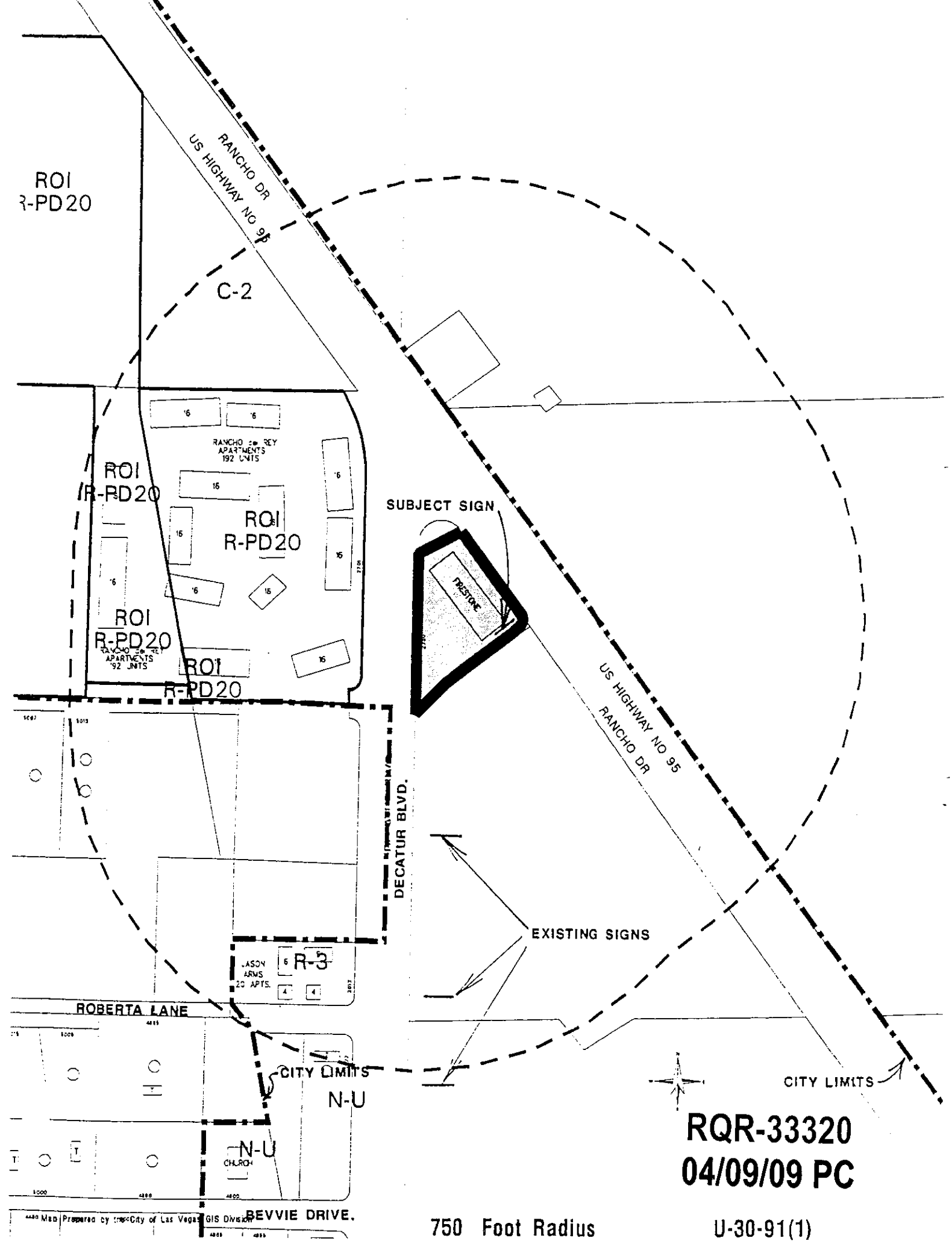


DONREY

SCALE 1" = 20'	DRAWING NUMBER 1	M.J. WEINS RELOCATION
DATE 1-29-91		

1211 West Bonanza Road Drawn By Michael Perrah Phone 382-5020

RQR-33320
04/09/09 PC



RQR-33320
04/09/09 PC

750 Foot Radius

U-30-91(1)



RQR-33320 - APPLICANT/OWNER: MAYNARD J. WEINS JR ETAL
2750 NORTH DECATUR BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



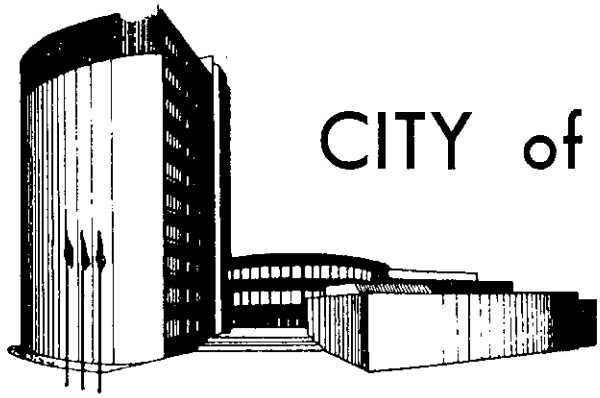
RQR-33320 - APPLICANT/OWNER: MAYNARD J. WEINS JR ETAL
2750 NORTH DECATUR BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

May 24, 1996

Mr. M. J. Weins, Jr., Trustee
1701 Las Vegas Boulevard South
Las Vegas, Nevada 89104

RE: U-30-91(1) - REQUIRED FIVE YEAR REVIEW

Dear Mr. Weins:

The City Council at a regular meeting held May 15, 1996 APPROVED the required Five Year Review on an approved Special Use Permit which allowed a 14 foot x 48 foot double-faced off-premise advertising (billboard) sign on property located on the west side of Rancho Drive, approximately 250 feet south of Decatur Boulevard, C-2 Zone, subject to:

1. The Board shall review this use in five years at a public hearing and at that time may require the sign to be removed.

2. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department.

3. All development must be in conformance with the plot plan and elevations.

4. City Code requirements and design standards of all City departments must be satisfied.

Sincerely,

Kathleen M. Tighe

KATHLEEN M. TIGHE
City Clerk

/cmp

cc: Dept. of Planning & Development
Dept. of Public Works
Dept. of Fire Services
Land Development Services
Traffic Engineering

Donrey Outdoor Advertising
1211 West Bonanza Road
Las Vegas, Nevada 89106

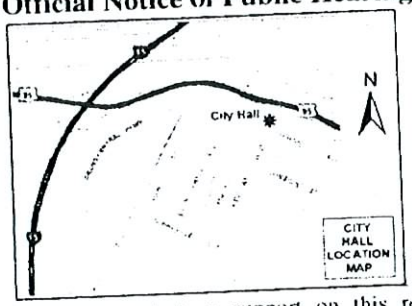
RQR-33320
04/09/09 PC

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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.

RQR-33320

Planning Commission Meeting of 4/9/2009

Case: RQR-33320

13813710069
NELSON JAMES H & NANCY R
2151 FULHAM ST
ROSEVILLE MN 55113-3814

43P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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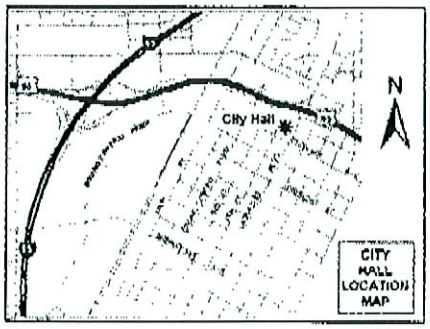
Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33320
Planning Commission Meeting of 4/9/2009

Case: RQR-33320
13918401002
ESCOBAR WILFREDO R & A M FAM TR
14918 REYNAUD DR
SAN JOSE CA 95127-2565

43A

City of Las Vegas Agenda Item No.: **136.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

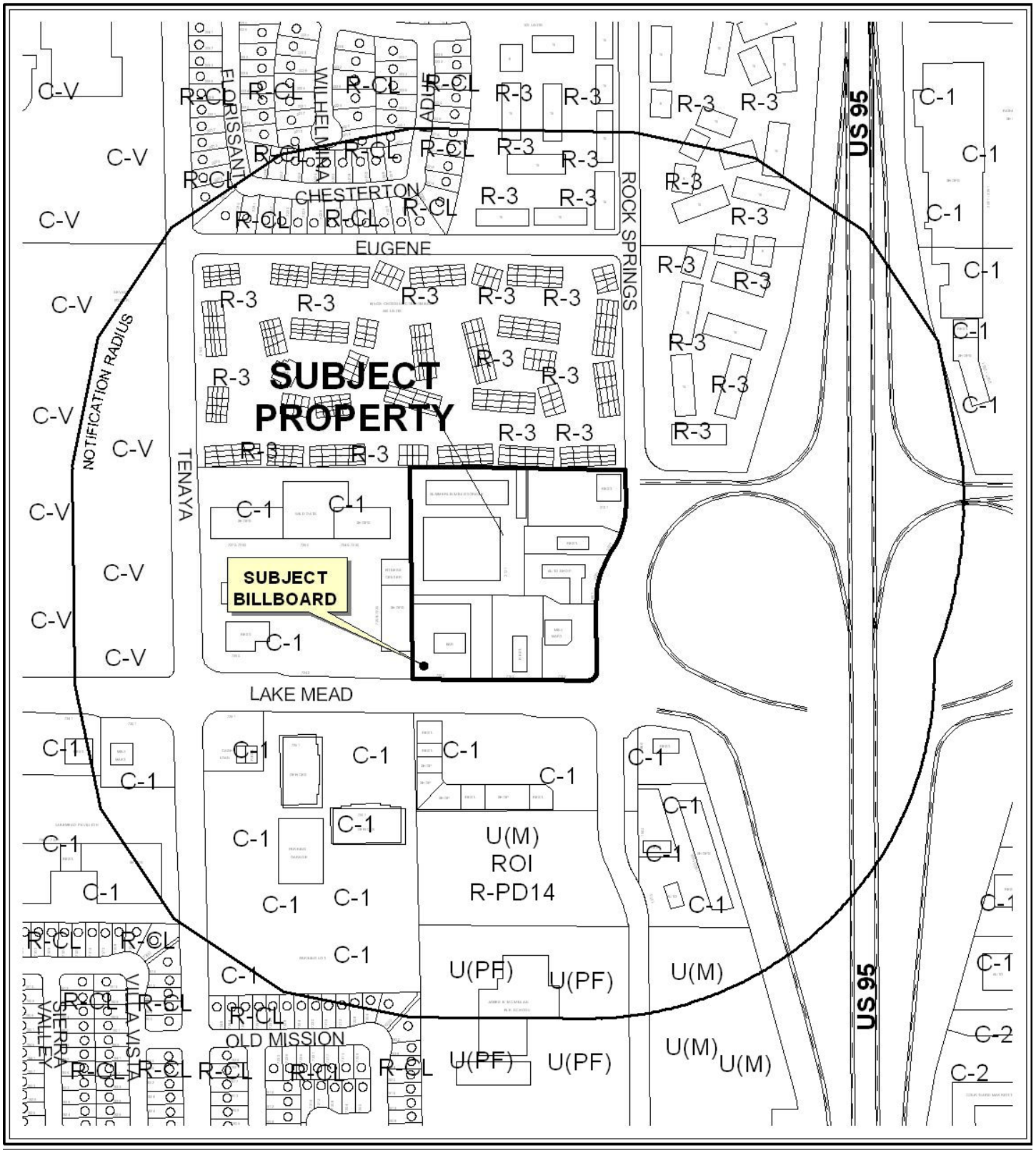
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33332 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: SCHMONIES LLC - Required Review of an approved Special Use Permit (U-0074-95) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 7200 West Lake Mead Boulevard (APN 138-22-610-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-74-95
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 44



CASE: **RQR-33332**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



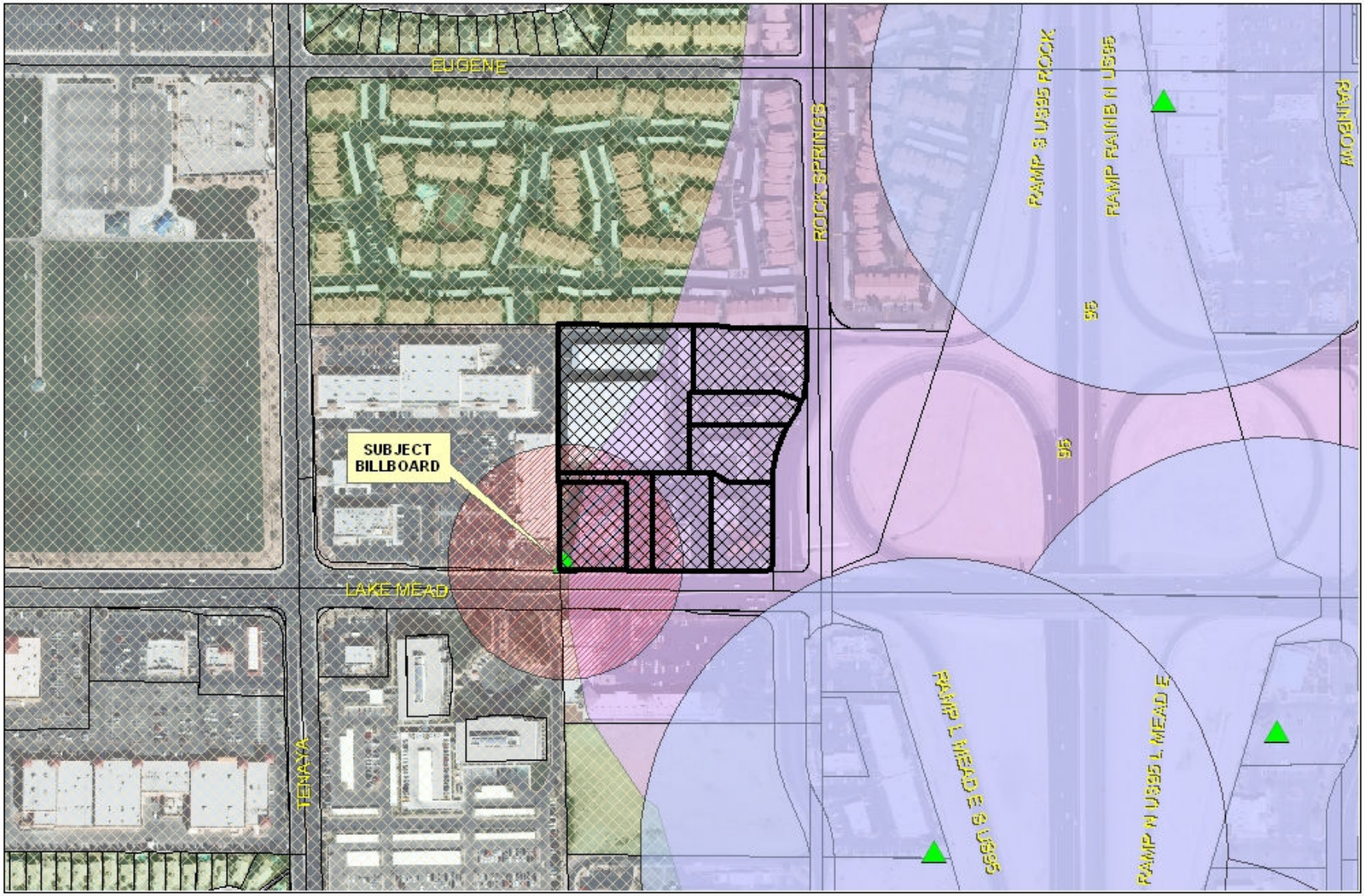
CASE: **RQR-33332**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-33332

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33332 - APPLICANT/OWNER: SCHMONIES LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0074-95).

2. Payment of the required application and notification fees totaling $800.00 and the applicable documents within 10 days of City Council.

3. The owner of this Off-Premise Sign (Billboard) shall, within thirty (30) days, obtain either construction inspection and approval by the City, or structural certification, as those items are described in Title 19.14.100(D), paragraph six, subsection a or b. Failure to secure the required final inspection may result in fines and-or removal of the Off-Premise Sign (Billboard).

4. This Special Use Permit shall be placed on an agenda closest to June 5, 2012 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

5. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

6. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0074-95) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (U-0074-95) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 7200 W. Lake Mead Boulevard.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/08/84	The Planning Commission approved a request for Rezoning (Z-0074-84) of properties generally located west of Lorenzi Boulevard, south of Smoke Ranch Road, north of Washington Avenue and east of Buffalo Drive from N-U (Non-Urban) to C-1 (Limited Commercial), R-CL (Single Family Compact-Lot), and R-3 (Medium Density Residential).
04/02/86	The City Council approved a request for a Plot Plan Review (Z-0074-84) for a proposed Apartment project on property located at the north side of Vegas Drive between Rock Springs Drive and US-95.
04/01/87	The City Council approved a request for a Plot Plan and Architectural Review [Z-0074-84(5)] of Apartments proposed on the northwest corner of Rock Springs Drive and Vegas Drive. The Planning Commission recommended approval on 03/24/87.
08/02/88	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0088-88) for Gasoline Sales in conjunction with a Mini-Mart at the northwest corner of Lake Mead Boulevard and Rock Springs Road.
09/28/89	The Board of Zoning Adjustment approved a request for a Reinstatement and Extension of Time [U-0088-88(1)] of an approved Special Use Permit (U-0088-88) for Gasoline Sales in conjunction with a Mini-Mart at the northwest corner of Lake Mead Boulevard and Rock Springs Road.
07/26/90	The Board of Zoning Adjustment approved a request for an Extension of Time [U-0088-88(2)] of an approved Special Use Permit (U-0088-88) for Gasoline Sales in conjunction with a Mini-Mart at the northwest corner of Lake Mead Boulevard and Rock Springs Road.
07/25/91	The Board of Zoning Adjustment approved a request for an Extension of Time [U-0088-88(3)] of an approved Special Use Permit (U-0088-88) for Gasoline Sales in conjunction with a Mini-Mart at the northwest corner of Lake Mead Boulevard and Rock Springs Road.
07/28/92	The Board of Zoning Adjustment approved a request for an Extension of Time [U-0088-88(4)] of an approved Special Use Permit (U-0088-88) for Gasoline Sales in conjunction with a Mini-Mart at the northwest corner of Lake Mead Boulevard and Rock Springs Road.

08/24/93	The Board of Zoning Adjustment approved a request for an Extension of Time [U-0088-88(5)] of an approved Special Use Permit (U-0088-88) for Gasoline Sales in conjunction with a Mini-Mart at the northwest corner of Lake Mead Boulevard and Rock Springs Road.
09/28/93	The Board of Zoning Adjustment approved a request for a Plot Plan and Elevation Review [U-0088-88(6)] for a proposed Convenience Store at the northwest corner of Lake Mead Boulevard and Rock Springs Road.
06/05/96	The City Council approved a request for a Special Use Permit (U-0074-95) for a 14-foot by 48-foot Off-Premise Sign (Billboard) at the northwest corner of Lake Mead Boulevard and Rock Springs Road. The Board of Zoning Adjustment recommended approval on 06/27/95.
03/20/07	A Code Enforcement case (51448) was processed for signs on the side and in the grass at 7200 W. Lake Mead Boulevard. The case was closed on 03/26/07.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #44/ds).
Related Building Permits/Business Licenses	
11/06/92	A building permit (92166131) was issued for an addition to an existing building at 7200 W. Lake Mead Boulevard. The permit was finalized on 03/02/93.
01/08/93	A building permit (93172156) was issued for interior remodel for a Tavern at 7200 W. Lake Mead Boulevard. The permit was finalized on 02/04/93.
06/07/01	A business license (C08-01369) was issued for Coin Amusement Machines at 7200 W. Lake Mead Boulevard. The license is still active.
06/07/01	A business license (G07-00001) was issued for Non-restricted gaming at 7200 W. Lake Mead Boulevard. The license is still active.
06/07/01	A business license (L16-00158) was issued for a Tavern at 7200 W. Lake Mead Boulevard. The license is still active.
06/07/01	A business license (R09-00344) was issued for a Restaurant at 7200 W. Lake Mead Boulevard. The license is still active.
07/19/01	A business license (C20-01421) was issued for Convention Hall Gaming Tax at 7200 W. Lake Mead Boulevard. The license is still active.
07/28/08	A business license (C05-01925) was issued for Retail Tobacco Sales at 7200 W. Lake Mead Boulevard. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.
Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/05/09	Staff conducted a file check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays. • One side of the billboard was blank. • All structural elements have been properly screened from public view. • The sign and supporting structure were in good condition and did not require repainting or bird deterrents.

Details of Application Request	
Site Area	
Gross Acres	0.89

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
North	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
South	Retail Establishment and Restaurants	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		Y
A-O Airport Overlay District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet and does not have an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements are properly screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is at least 300 feet from another billboard.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is at least 300 feet from property zoned for residential use.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is not located on property that is used for residential purposes.	Y

ANALYSIS

This is the first required review of an approved Special Use Permit (U-0074-95) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 7200 W. Lake Mead Boulevard. A research of the building permit activity revealed no history of a sign permit being issued and/or a final inspection for the billboard at the subject site. Staff conducted a field check of the site and found the sign and supporting equipment in good condition with no discrepancies noted. The surrounding area has experienced development in recent years with zoning remaining for commercial use.

FINDINGS

The sign is located in a C-1 (Limited Commercial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Though the area has experienced some development in recent years, staff finds that there is no adverse impact regarding the continued use of the billboard sign. The owner/applicant failed to submit the required documents for the Required Review nor have they paid the applicable fees, which are both addressed as conditions of approval. The sign does lack any history of acquiring a building permit or final inspection; therefore, staff is recommending denial.

PLANNING COMMISSION ACTION

The Planning Commission recommended approval but had concerns that the sign may be larger than 14X48 because if so then they would not have done so.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

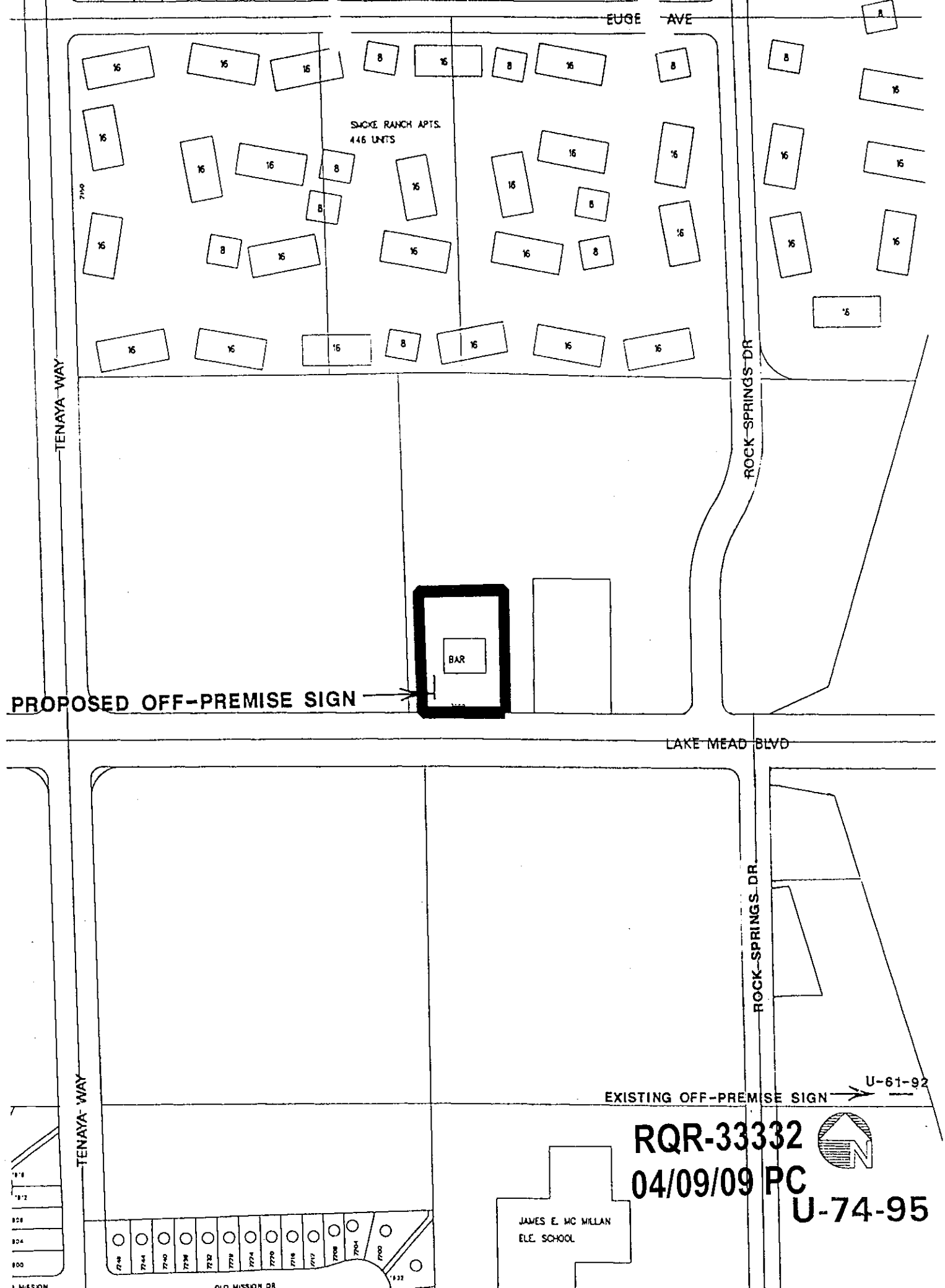
ASSEMBLY DISTRICT 37

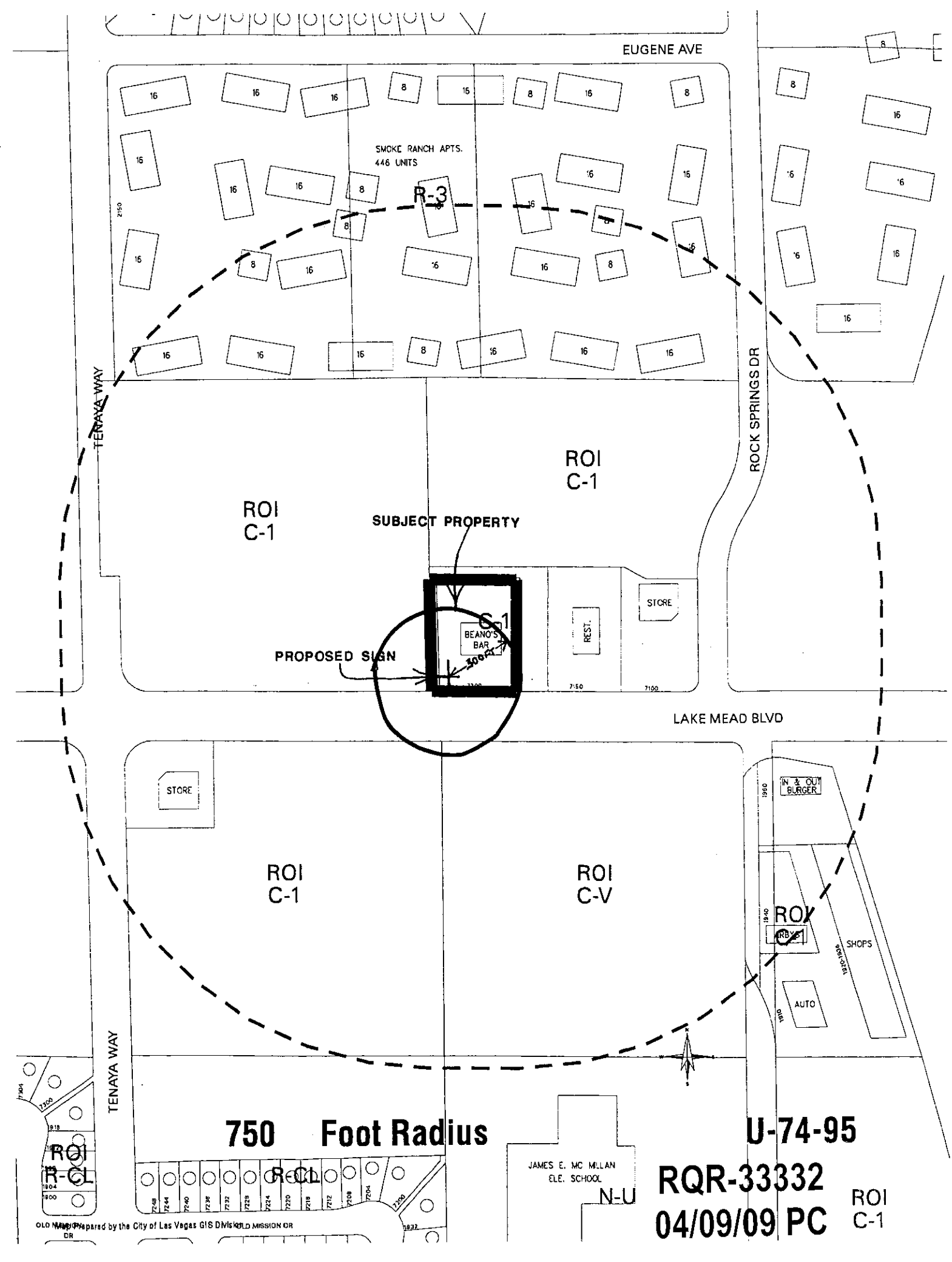
SENATE DISTRICT 3

NOTICES MAILED 69 by City Clerk

APPROVALS 1

PROTESTS 0


EUGE AVE
SMOKE RANCH APTS.
446 UNITS
TENAYA WAY
ROCK SPRINGS DR
BAR
PROPOSED OFF-PREMISE SIGN
LAKE MEAD BLVD
ROCK SPRINGS DR.
TENAYA WAY
EXISTING OFF-PREMISE SIGN
U-61-92
RQR-33332
04/09/09 PC
U-74-95
JAMES E. MC MILLAN
ELE. SCHOOL


EUGENE AVE
SMOKE RANCH APTS.
446 UNITS
R-3
TENAYA WAY
ROCK SPRINGS DR
ROI
C-1
ROI
C-1
SUBJECT PROPERTY
C-1
BEANO'S BAR
REST.
STORE
PROPOSED SIGN
100 FT.
LAKE MEAD BLVD
STORE
ROI
C-1
ROI
C-V
IN & OUT BURGER
ROI
SHOPS
AUTO
TENAYA WAY
750 Foot Radius
U-74-95
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R-CL
JAMES E. MC MILLAN
ELE. SCHOOL
N-U
RQR-33332
04/09/09 PC
ROI
C-1
OLD MISSION DR
Map prepared by the City of Las Vegas GIS Division



RQR-33332 - APPLICANT/OWNER: SCHMONIES LLC
7200 WEST LAKE MEAD BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



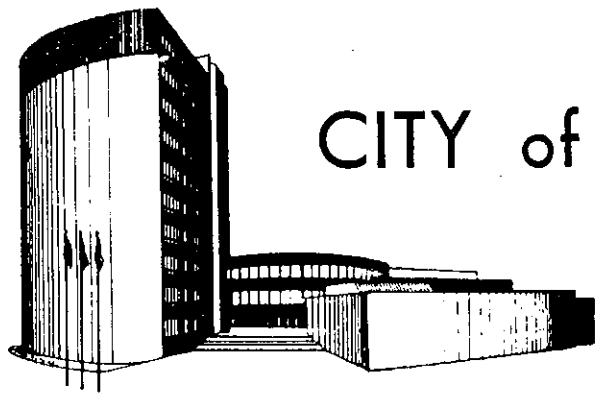
RQR-33332 - APPLICANT/OWNER: SCHMONIES LLC
7200 WEST LAKE MEAD BOULEVARD
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

June 12, 1996

Mr. Randy Black
911 N. Buffalo Drive, #201
Las Vegas, Nevada 89128

RE: U-74-95 - SPECIAL USE PERMIT

Dear Mr. Black:

The City Council at a regular meeting held June 5, 1996 APPROVED the request for a Special Use Permit for a 14 foot x 48 foot off-premise advertising (billboard) sign on property located at 7200 West Lake Mead Boulevard, Zone C-1, subject to:

1. The Board shall review this use in five years at a public hearing and at that time may require the sign to be removed.

2. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department prior to the issuance of any building permit.

3. All development must be in conformance with the plot plan and elevations.

4. City Code requirements and design standards of all City departments must be satisfied.

An approved Variance or Special Use Permit must be exercised within one year or it becomes null and void, unless a request for an Extension of Time is duly filed with the Planning and Development Department for consideration and approval by the appropriate board.

Sincerely,

Kathleen M. Tighe

KATHLEEN M. TIGHE
City Clerk

/cmp

cc: (See Attached)

RQR-33332
04/09/09 PC

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

cc: Dept. of Planning & Development
Dept. of Public Works
Dept. of Fire Services
Land Development Services
Traffic Engineering

Mr. Chris Kaempfer
Kummer, Kaempfer, Bonner & Renshaw
3800 Howard Hughes Pkwy., Suite 700
Las Vegas, Nevada 89109

Mr. Greg Borgel
Mendenhall Moreno and Associates
300 S. Fourth Street, Suite 1500
Las Vegas, Nevada 89101

RQR-33332
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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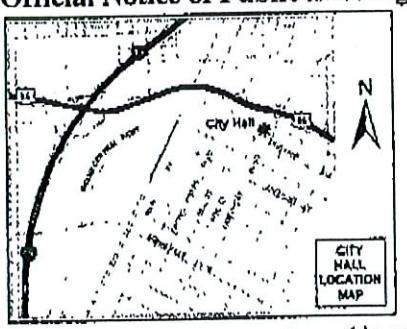
0004239954 MAR 27 2009
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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BY:

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33332
Planning Commission Meeting of 4/9/2009

Case: RQR-33332
13822610010
L M MINI STORAGE L P
1120 LAS VEGAS BLVD S
LAS VEGAS NV 89104-1312

APR. 2. 2009 9:03AM NO. 4090 P. 2

44A

City of Las Vegas Agenda Item No.: **137.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

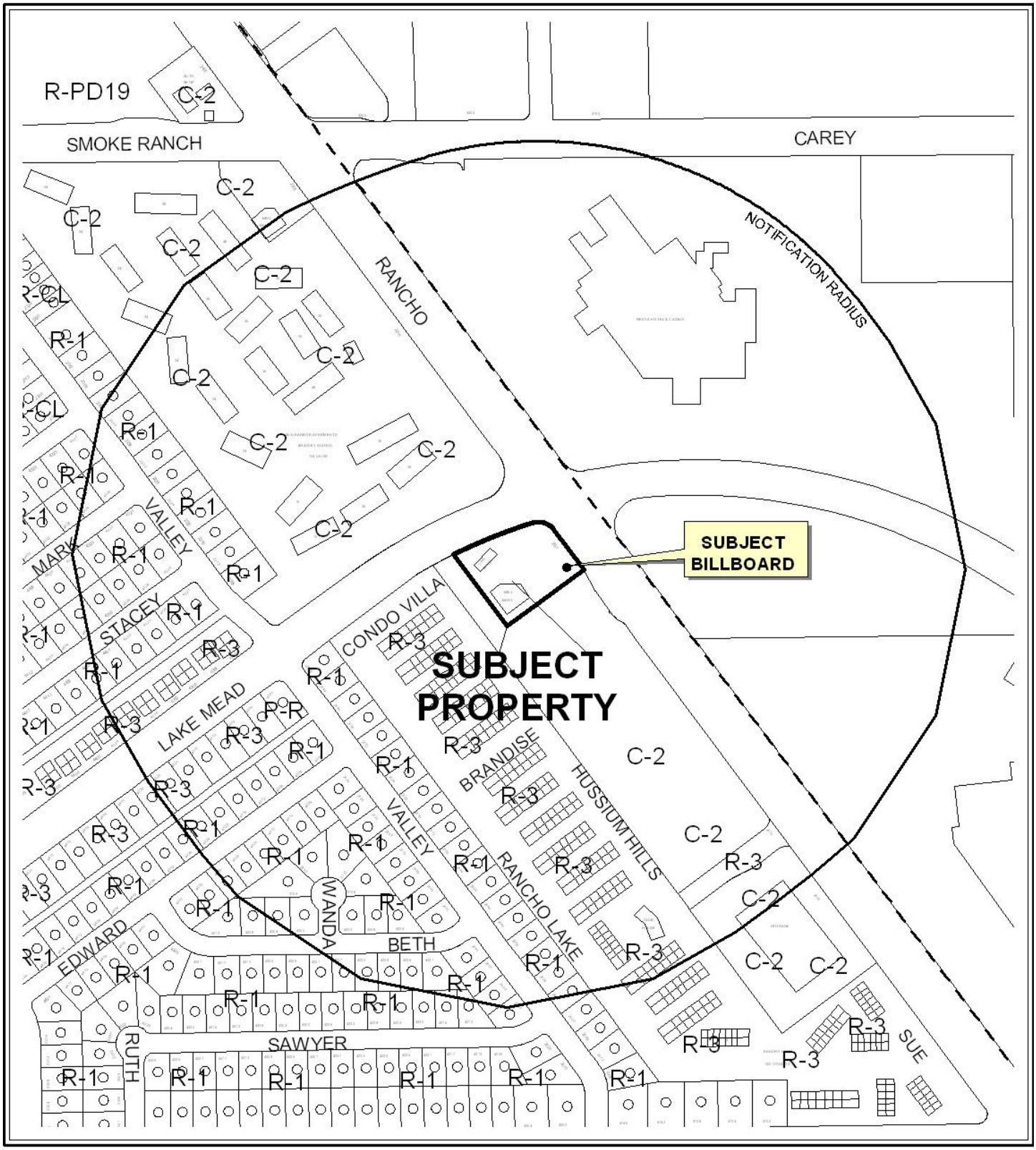
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33341 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CHARLES RICHARD HART JR. FAMILY TRUST - Required Review of an approved Special Use Permit (U-0029-96) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 2151 North Rancho Drive (APN 139-19-103-002), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-29-96
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 45



CASE: **RQR-33341**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **RQR-33341**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



RQR-33341

City of Las Vegas Billboard Data

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33341 – APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CHARLES RICHARD HART JR. FAMILY TRUST

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0029-96).

2. The owner of this Off-Premise Sign (Billboard) shall within 30 days, obtain either construction inspection and approval by the City, or structural certification, as those items are described in Title 19.14.100(D), paragraph six, subsection a or b. Failure to secure the required final inspection may result in fines and/or removal of the Off-Premise Sign (Billboard).

3. This Special Use Permit shall be placed on an agenda closest to June 19, 2014 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

4. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

5. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0029-96) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (U-0029-96) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 2151 N. Rancho Drive.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/20/95	The City Council approved a request for a Special Use Permit (U-0096-95) for the Off-Premise Sale of Beer and Wine in conjunction with a proposed Convenience Store and for an Automatic Car Wash at the southwest corner of Lake Mead Boulevard and Rancho Drive. The Board of Zoning Adjustment recommended approval on 08/22/95.
06/18/96	The City Council approved a request for a Special Use Permit (U-0029-96) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 2151 N. Rancho Drive. The Board of Zoning Adjustment recommended approval on 05/28/96.
06/02/98	The Board of Zoning Adjustment denied a request for a Variance (V-0023-98) to allow one additional monument sign where two is the maximum allowed in conjunction with an existing El Pollo Loco Restaurant at 2151 N. Rancho Drive.
01/17/08	A Code Enforcement case (61434) was processed for trees blocking the view onto the street at 2151 N. Rancho Drive. The case was closed on 02/04/08.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #45/ds).
Related Building Permits/Business Licenses	
03/20/96	A building permit (96392696) was issued for a new mini-market at 2151 N. Rancho Drive. The permit was finalized on 11/15/96.
05/09/96	A building permit (96009296) was issued for a new building at 2151 N. Rancho Drive.
07/09/96	A building permit (96013567) was issued for a double-faced Off-Premise Sign (Billboard) at 2151 N. Rancho Drive. The permit was never finalized.
08/08/96	A building permit (96016018) was issued for mechanical work for a new mini-market at 2151 N. Rancho Drive. The permit was finalized on 04/02/97.
08/08/02	A business license (C05-01785) was issued for the Sale of Tobacco at 2151 N. Rancho Drive. The license is still active.

08/08/02	A business license (C15-00166) was issued for a Convenience Store at 2151 N. Rancho Drive. The license is still active.
08/08/02	A business license (L10-00157) was issued for Beer/Wine/Cooler Off-Sale Establishment at 2151 N. Rancho Drive. The license is still active.
05/06/03	A business license (C20-01982) was issued for Convention Gaming Hall Tax at 2151 N. Rancho Drive. The license is still active.
03/13/06	A business license (R07-00561) was issued for a Restaurant at 2151 N. Rancho Drive. The license is still active.
01/23/07	Business licenses (P35-00846 and P35-00847) were issued for Pay Phone Locations at 2151 N. Rancho Drive. The licenses are still active.
12/31/08	A business license (G01-01993) was issued for Restricted Gaming at 2151 N. Rancho Drive. The license is still active.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
03/05/09	Staff conducted a field check of the subject site with the following observations: • The billboard facing north is a double-faced sign. • The sign and supporting structure appeared in good condition with no problems noted. • The subject billboard had no embellishments, animated signage, or electronic displays. • All structural elements have been properly screened from public view.

Details of Application Request	
Site Area	
Gross Acres	1.17

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Retail Establishment with a Car Wash	GC (General Commercial)	C-2 (General Commercial)
North	Apartments	M (Medium Density Residential)	C-2 (General Commercial)
South	Undeveloped Land	GC (General Commercial)	C-2 (General Commercial)
East	Casino and Hotel	North Las Vegas	North Las Vegas
West	Condominiums	M (Medium Density Residential)	R-3 (Medium Density Residential)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts	X		N
A-O Airport Overlay District (35 feet)	X		N*
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

* City Council approved Special Use Permit (U-0029-96) for a 14-foot by 48-foot Off-Premise Sign (Billboard) to a height of 40 feet. The North Las Vegas Airport representative had no objection to the height.

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in a C-2 (General Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and it does not have an embellishment.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall	Y

Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements are screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is at least 300 feet from another billboard sign.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is approximately 220 feet from property zoned for residential use.	N
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is not located on property zoned for residential use.	Y

ANALYSIS

This is the first required review of an approved Special Use Permit (U-0029-96) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 2151 N. Rancho Drive. A research of the building permit activity found that the billboard was constructed under sign permit #96013567, but the sign failed a final inspection and never rechecked. During a site inspection, staff found the sign and supporting structure in good condition with no discrepancies noted.

The sign is approximately 220 feet east of property zoned for residential use, which was rezoned from C-2 (General Commercial) to R-3 (Medium Density Residential) in 2002. Title 19.14.100 requires a minimum distance separation of 300 feet from property zoned for residential use; therefore, the sign is nonconforming.

FINDINGS

The sign is located within a C-2 (General Commercial) zoning district and is not within the Off-Premise Exclusionary Zone. The sign is a nonconforming structure as it lacks the minimum distance separation requirements from residentially zoned property as outlined in Title 19.14.100. Staff finds there is no adverse impact regarding the continued use of the sign at this time, but the billboard does lack a final inspection; therefore, staff is recommending denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED	4
ASSEMBLY DISTRICT	7
SENATE DISTRICT	4
NOTICES MAILED	464 by City Clerk
APPROVALS	1
PROTESTS	4

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR 33341 APN: 139 19 103 002

Name of Property Owner: Hart Charles Richard and Moorman John R.

Name of Applicant: Clear Channel Outdoor

Name of Representative: Rod Carter

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 __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John R. Moorman

Print Name: JOHN R. MOORMAN

CLARK COUNTY, NV.

~~Subscribed and sworn before me~~

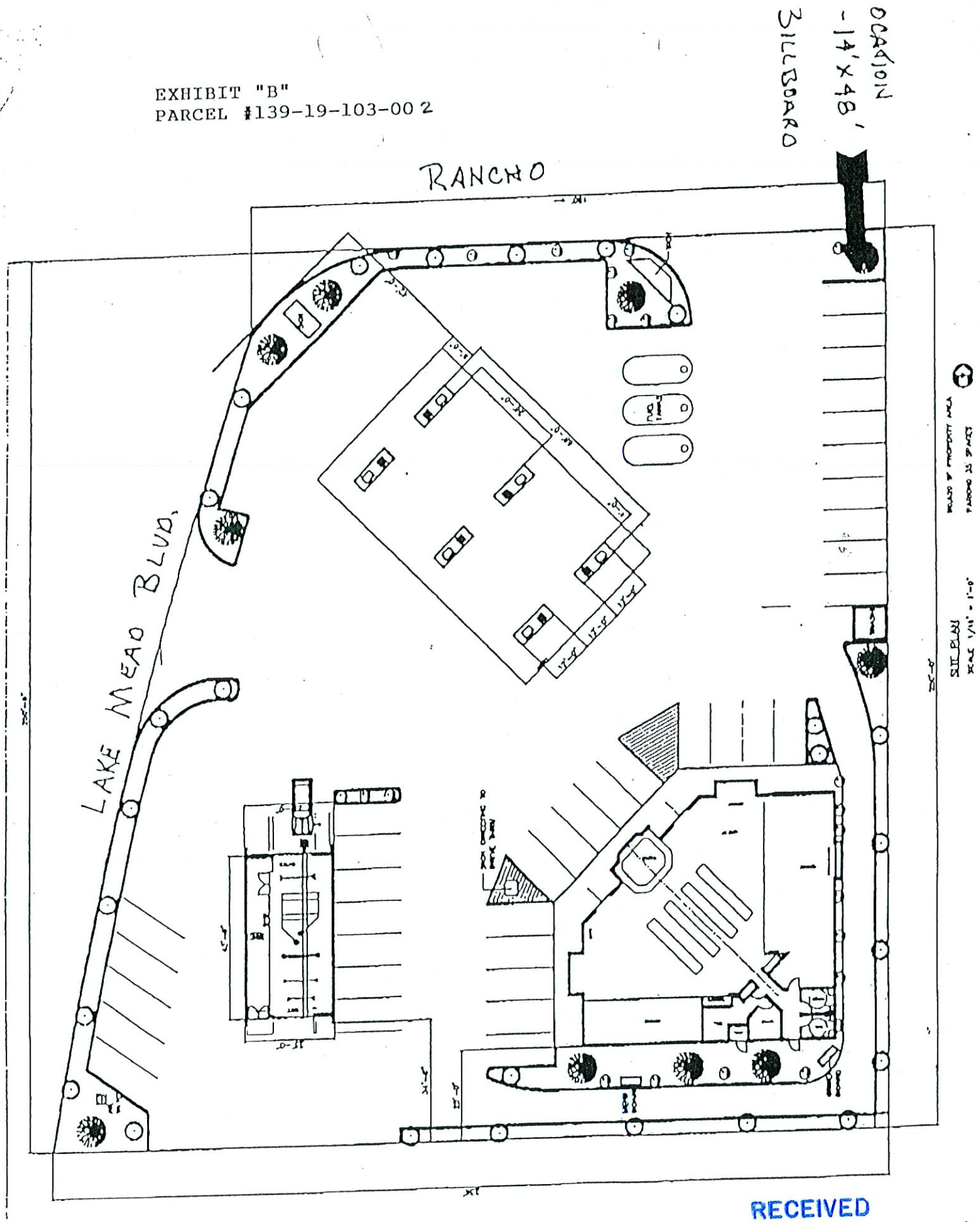
SIGNED BEFORE ME:

This 13th day of February, 2009

TREVERIS L. IZAR
Notary Public, State of Nevada
Appointment No. 07-2059-1
My Appt. Expires Jan. 26, 2011

Notary Public in and for said County and State

EXHIBIT "B"
PARCEL #139-19-103-002



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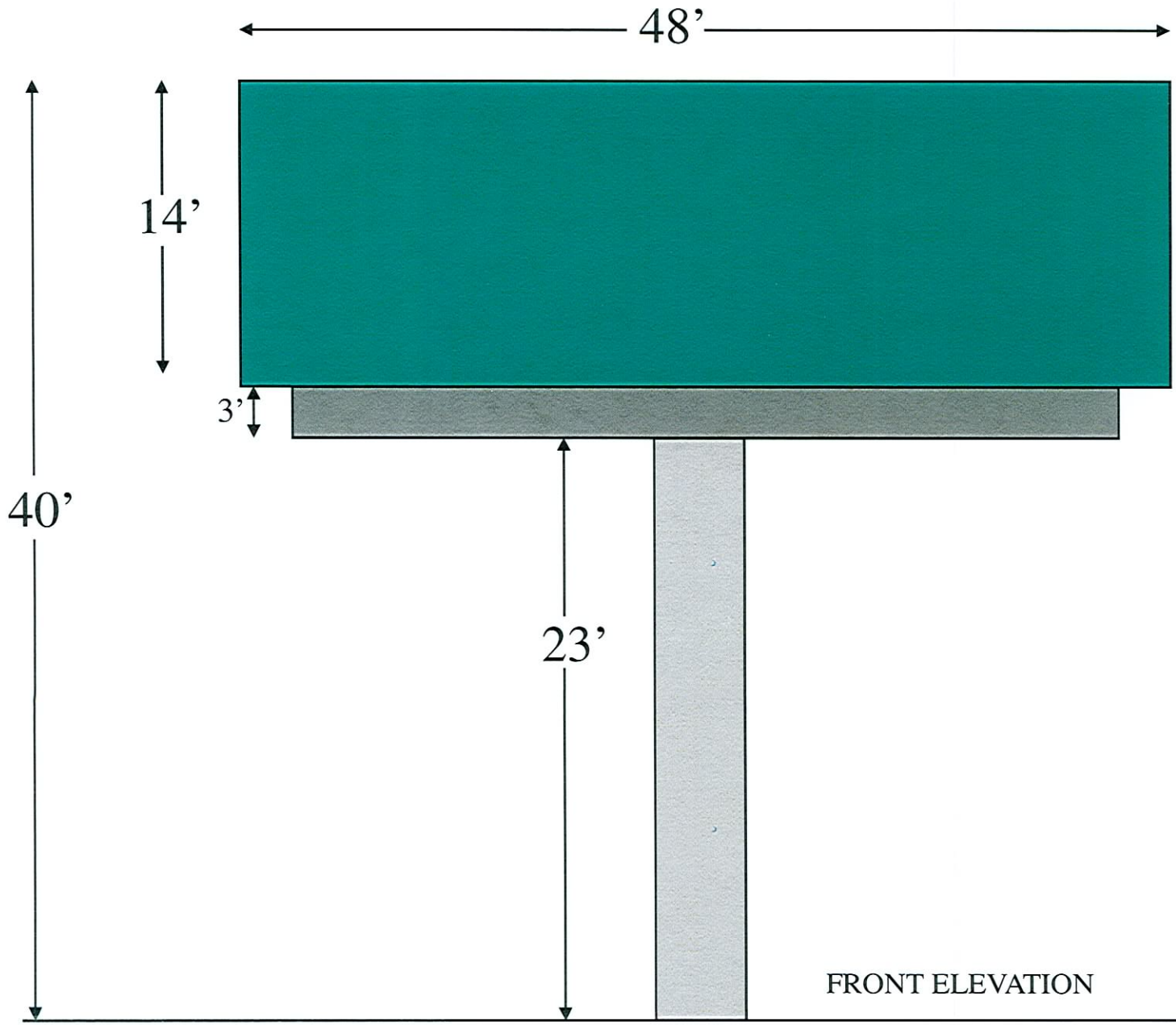
RQR-33341
04/09/09 PC



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FRONT ELEVATION

RQR-33341
04/09/09 PC

NOT TO SCALE



RQR-33341 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CHARLES RICHARD HART JR. FAMILY TRUST
2151 NORTH RANCHO DRIVE
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33341 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: CHARLES RICHARD HART JR. FAMILY TRUST

2151 NORTH RANCHO DRIVE

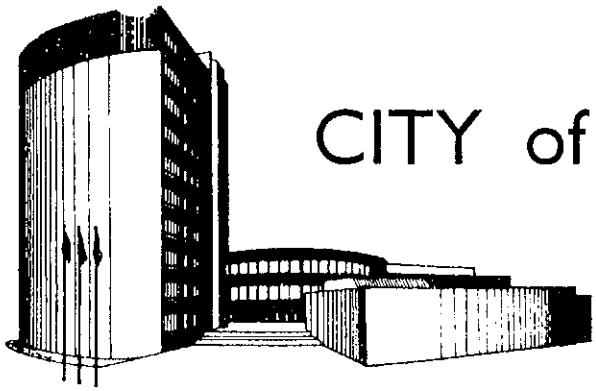
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

June 26, 1996

CORRECTED LETTER

Mr. Jack Parker
Hart/Volland Enterprises
Limited Liability Company
2521 South Fort Apache Road
Las Vegas, Nevada 89117

RE: U-29-96 - SPECIAL USE PERMIT

Dear Mr. Parker:

The City Council at a regular meeting held June 19, 1996 APPROVED the request for a Special Use Permit for a 14 foot x 48 foot off-premise advertising (billboard) sign on property located at 2151 North Rancho Drive, C-2 Zone, subject to:

1. The Board shall review this use in five years at a public hearing, and at that time may require the sign to be removed.

2. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department prior to the issuance of a building permit.

3. All development must be in conformance with the plot plan and elevations.

4. City Code requirements and design standards of all City departments must be satisfied.

An approved Variance or Special Use Permit must be exercised within one year or it becomes null and void, unless a request for an Extension of Time is duly filed with the Planning and Development Department for consideration and approval by the appropriate board.

Sincerely,

K. M. Tighe

KATHLEEN M. TIGHE
City Clerk

/cmp

RQR-33341
04/09/09 PC

cc: Dept. of Planning & Development
Dept. of Public Works
Dept. of Fire Services
Land Development Services
Traffic Engineering

Ms. Ann Mooney
Donrey Outdoor Advertising
1211 West Bonanza Road
Las Vegas, Nevada 89106

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

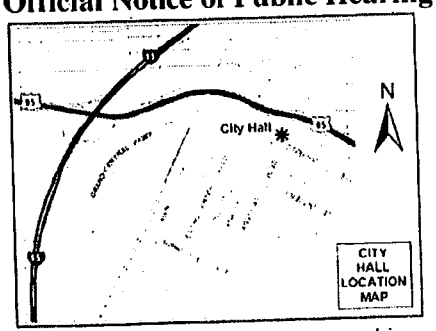
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.39[4]
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

RQR-33341
Planning Commission Meeting of 4/9/2009

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Case: RQR-33341
13919612197
MANUEL DIANE
113 N CEDAR ST #305
GLENDALE CA 91206-4493

Submitted after final agenda
Date 4/7/09 Item 45P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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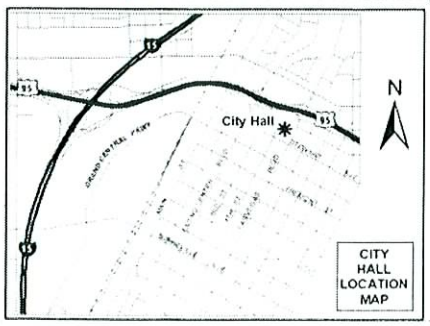

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RQR-33341

Planning Commission Meeting of 4/9/2009

Case: RQR-33341
13919610006
ODDI FAMILY LIVING REVOCABLE TR
%A & E ODDI
8104 BRONZEWOOD AVE
LAS VEGAS NV 89149-4665

45P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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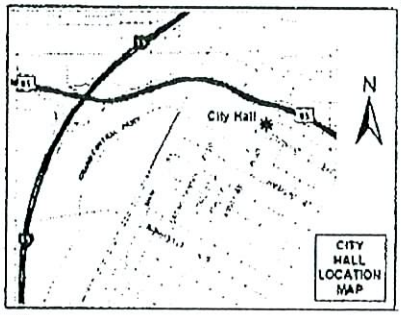

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RQR-33341
Planning Commission Meeting of 4/9/2009

Case: RQR-33341
13919612281
TYMCHAK MICHAEL D
P O BOX 35782
LAS VEGAS NV 89133-5782

45 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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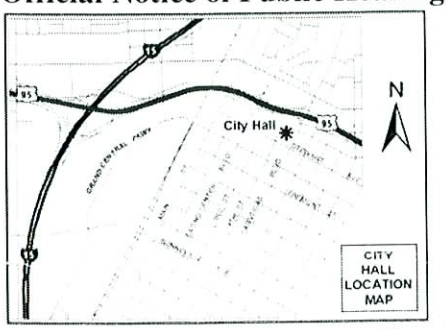

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-33341
Planning Commission Meeting of 4/9/2009

Case: RQR-33341
13919612225
EASTERLY THOMAS R & GLORIA S
2019 RANCHO LAKE DR #101
LAS VEGAS NV 89108-6479

45 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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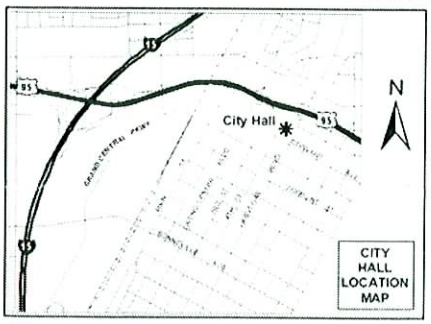

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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RQR-33341

Planning Commission Meeting of 4/9/2009

We do not need any More Commercial property in this Neighborhood What we need is a Clean up. When I walk out my front door I see 5 yards w. the Weed some 2 feet tall. Cars Can Parked in front yards. Valley Place And Carson have the same. There are the Streets I travel every day and see. I am 83 years old and my yard does not look like the

Case: RQR-33341
13919215121
GUFFY GRACE B & KAREN S
4216 SAWYER AVE
LAS VEGAS NV 89108-2860

G. Guffy

45 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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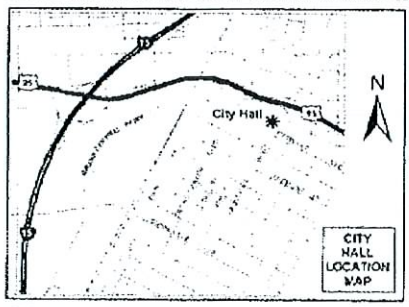

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Case: RQR-33341

13919612287
FELIX FRANCES M TRUST
2215 GARDEN CITY AVE
HENDERSON NV 89052-8548

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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RQR-33341
Planning Commission Meeting of 4/9/2009

45 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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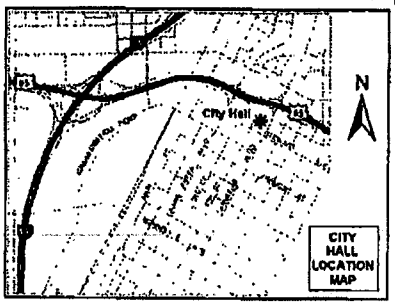

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RQR-33341
Planning Commission Meeting of 4/9/2009

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Case: RQR-33341
13919612201
LAFORTE NICK & MARY
6081 SHADOWBROOK CIR
HUNTINGTON BEACH CA 92648-5567

[redacted]

[redacted] final agenda

Item 45P

City of Las Vegas Agenda Item No.: **138.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

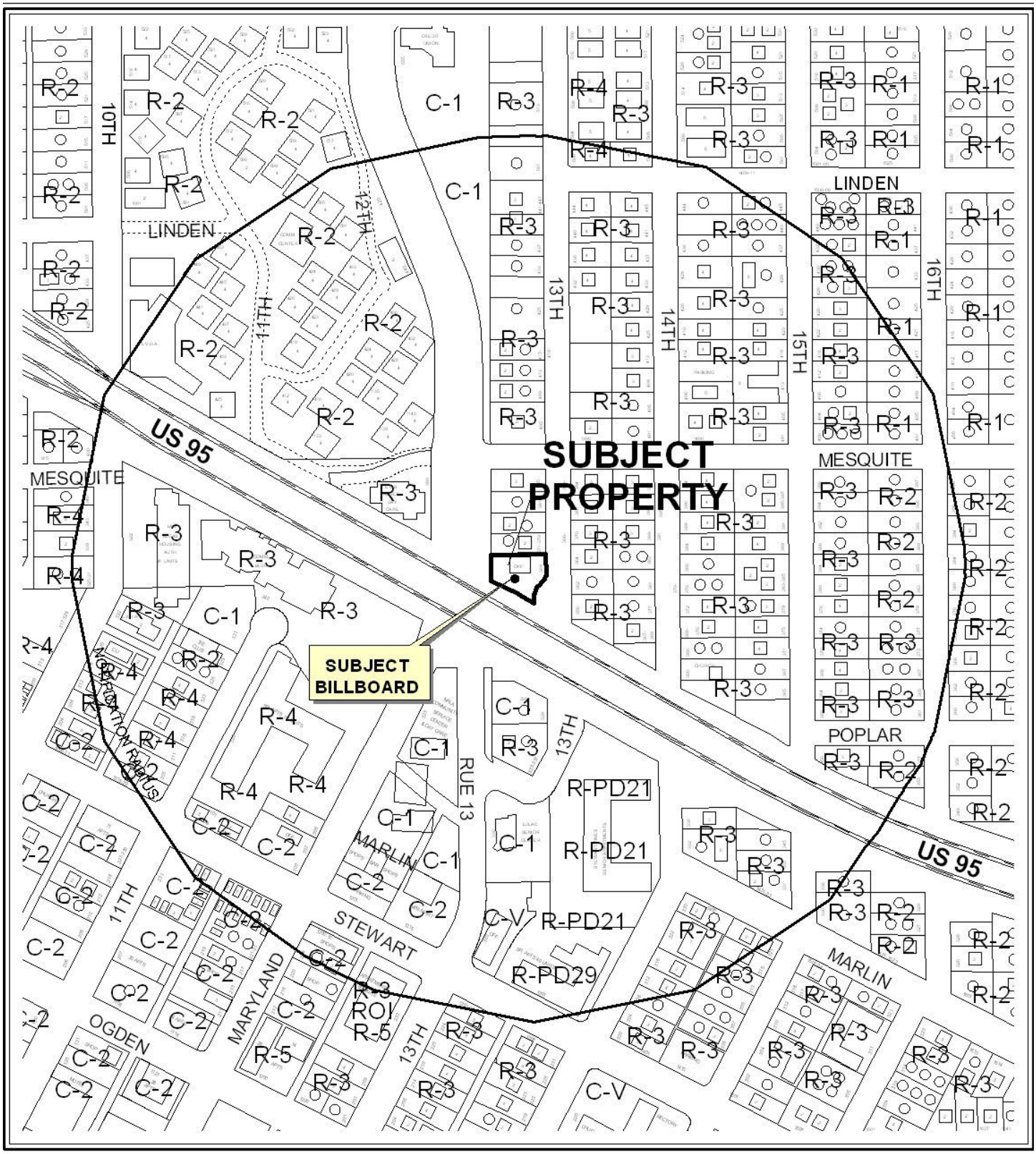
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33351- REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR - OWNER: VEGAS OUTDOOR ADVERTISING INC - Required Review of an approved Special Use Permit (U-0322-94) FOR A 70-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) on property located at 369 North 13th Street (APN 139-35-101-001), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). The Planning Commission (5-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for U-3022-94(1)
6. Protest Postcard
7. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 47



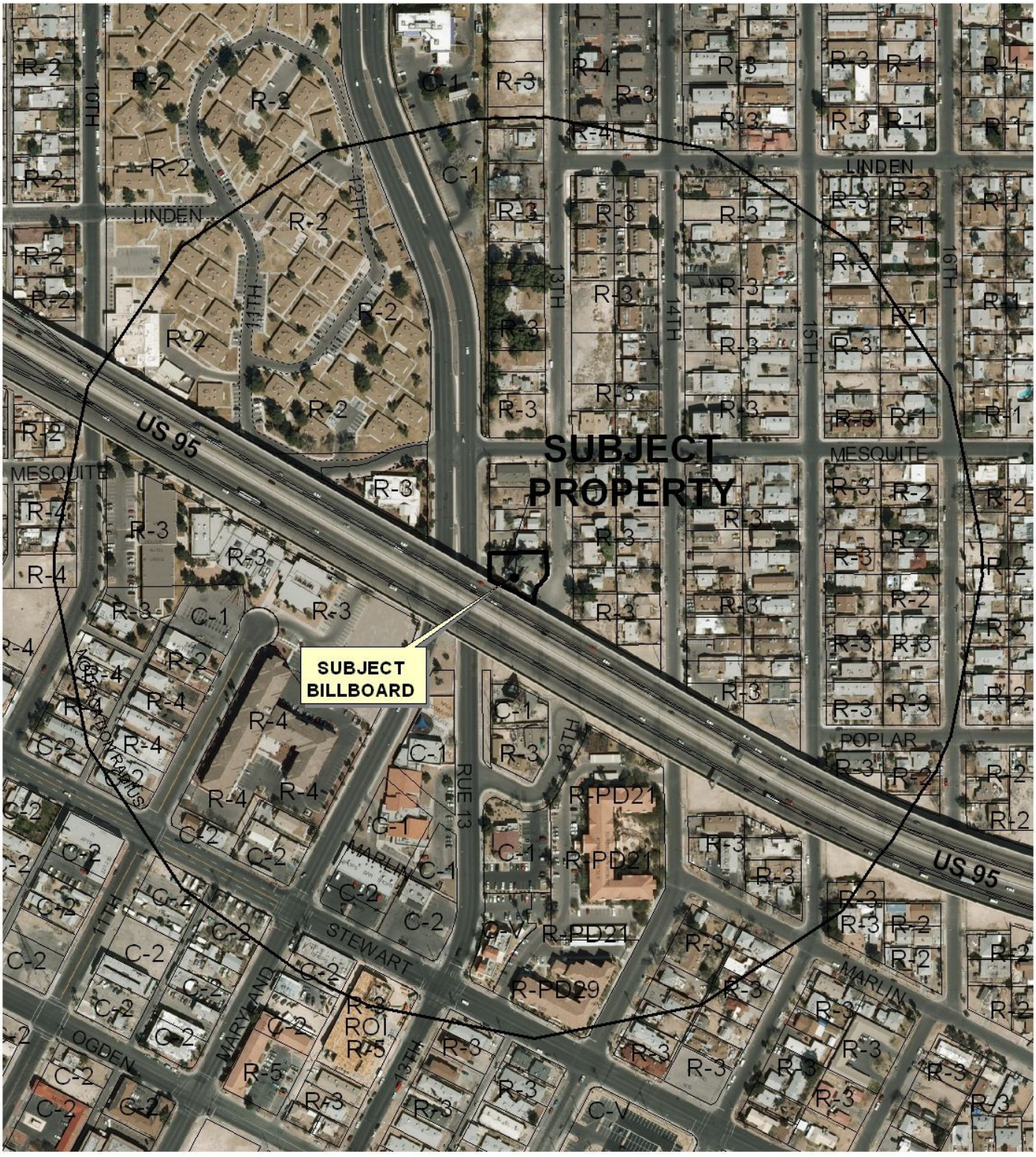
CASE: **RQR-33351**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



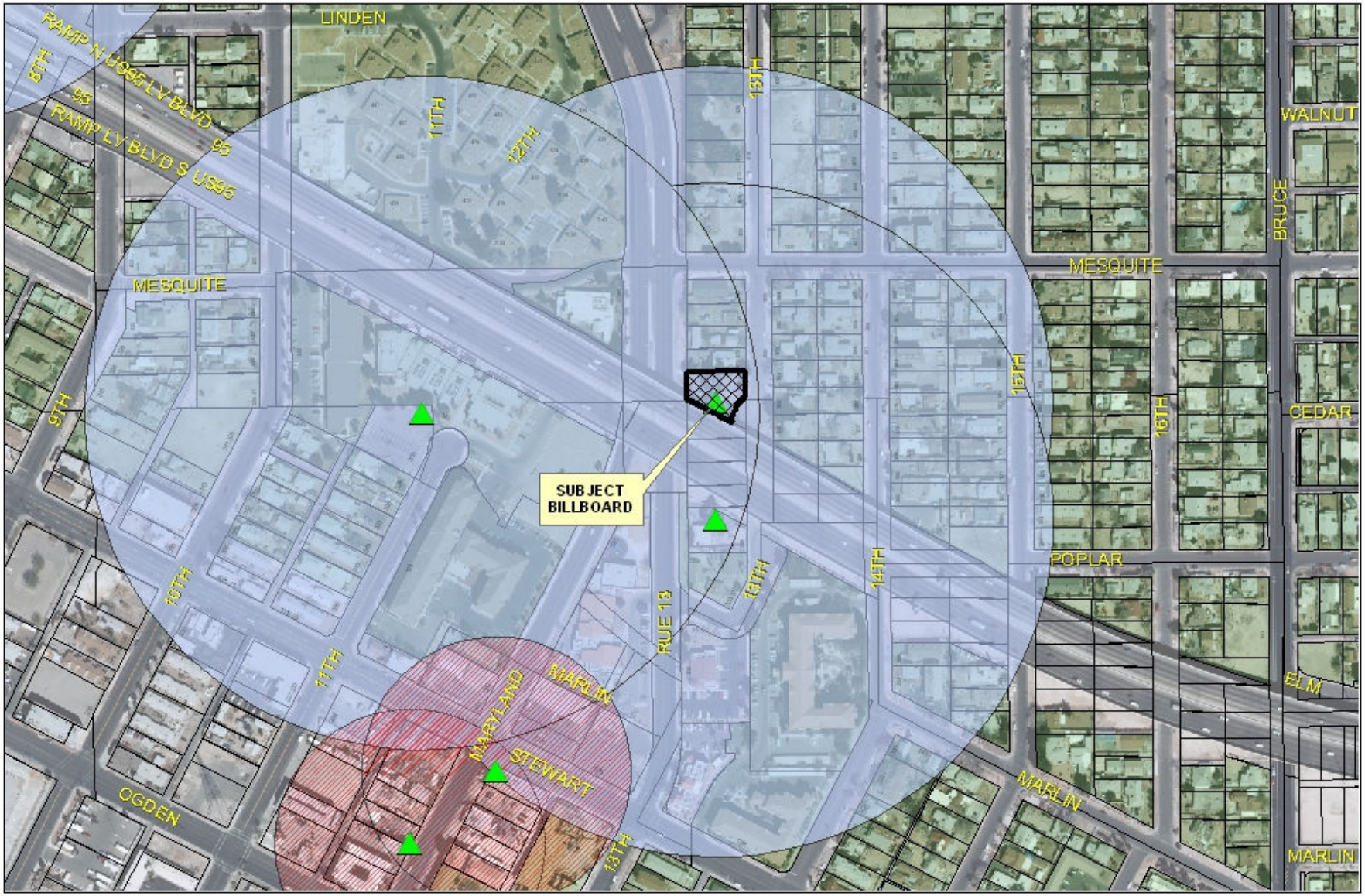
CASE: **RQR-33351**

RADIUS: 1000 FT

0 500 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-33351

Subject Parcel

City of Las Vegas Billboard Location

Clark County Billboard Location

City of Las Vegas Billboard Data

300 Foot Buffer Around Billboard

750 Foot Buffer Around Freeway Billboard

Residential Zoned Property

Off Premise Sign Exclusion Area

Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33351- APPLICANT: LAMAR CENTRAL OUTDOOR - OWNER: VEGAS OUTDOOR ADVERTISING INC

** CONDITIONS **

The Planning Commission (5-0-1/gt vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0322-94).

2. This Special Use Permit shall be placed on an agenda closest to February 15, 2012 at which time the City Council may require the Off-Premise Sign (Billboard) be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign (Billboard) is removed.

3. The Off-Premise Sign (Billboard) and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign (Billboard).

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0322-94) shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review for a 70-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 369 N. 13th Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
01/18/95	The City Council approved a request for a Rezoning (Z-0150-94) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) on property located at southwest corner of Mesquite Avenue and 13th Street. The Planning Commission recommended approval on 12/22/94.
02/15/95	The City Council approved a request for a Special Use Permit (U-0322-94) for a 14-foot by 48-foot Off-Premise Sign (Billboard) to a height of 30 feet above the adjacent elevated freeway (US-95) at 369 North 13th Street. The Board of Zoning Adjustment recommended approval on 01/24/95.
04/05/00	The City Council approved a request for a Required Review [(U-0322-94(1)] of an approved Special Use Permit (U-0322-94) for a 14-foot by 48-foot Off-Premise Sign (Billboard) at 369 North 13th Street. The Planning Commission recommended approval on 02/24/00.
05/21/08	The City Council approved a request for a Site Development Plan Review (SDR-27197) to raise an existing 65.2-foot tall Off-Premise Sign (Billboard) to a height of 75 feet on 0.10 acres at 369 North 13th Street. The Planning Commission recommended approval on 04/24/08.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #47/ds).
Related Building Permits/Business Licenses	
06/26/95	A building permit (95874139) was issued to install a 14-foot by 48-foot Off-Premise Sign (Billboard) located at 369 North 13th Street. The permit was finalized on 07/27/95.
12/26/95	A building permit (95390141) was issued for a new office building/tenant improvements at 369 North 13th Street. The permit was finalized 11/12/96.
08/12/08	A building permit (8000288) was issued to raise the existing billboard above the sound wall at 369 North 13th Street. As of 03/13/09, the sign has not yet been elevated above the sound wall due to budgetary constraints.
A business licenses has not been issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.
Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/05/09	Staff conducted a field check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays. • The signs appeared in good condition, but there was graffiti on the base portion of the structure. • All structural elements have been properly screened from public view.

Details of Application Request	
Site Area	
Gross Acres	0.25

Surrounding Property	**Existing Land Use**	**Planned Land Use**	**Existing Zoning**
Subject Property	Office (vacant)	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Apartments	MXU (Mixed Use)	R-3 (Medium Density Residential)
South	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Single Family Residences	MXU (Mixed Use)	R-3 (Medium Density Residential)
West	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan	X		Y
Las Vegas Redevelopment Plan/Area	X		Y
Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	Sign is not located in public right-of-way.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is located in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and does not have an embellishment	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 70 feet tall	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Structural elements are properly screened from public view.	Y
Off-Premise Sign (Billboard)	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is only more than 750 feet from another sign along US-95.	Y
Off-Premise Sign (Billboard)	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is approximately 65 feet from residential property to the north	N

Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently secured to the ground and is not located on property used for residential use.	Y

* The City Council approved a Special Use Permit (U-0322-94) for a 70-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 369 N. 13th Street.

ANALYSIS

This is the second required review of an approved Special Use Permit (U-0322-94) for a 70-foot tall, 14-foot by 48-foot Off-Premise Sign (Billboard) at 369 North 13th Street. A research of the building permit activity revealed that a sign permit #95874139 was issued for the construction of the sign, which received a final inspection on 07/27/95 under the address of 369 North 13th Street. Additionally, a second sign permit #8000288 was issued to raise the sign above the elevated sound wall along US-95, but due to budgetary constraints, the applicant has not yet raised the billboard sign.

The Off-Premise Sign is located approximately 65 feet from residentially zoned property to the north, 125 feet to the east, and 234 feet to the northwest, where Title 19.14.100 requires a minimum of 300 feet. Though the sign does not meet current Title 19.14.100 requirements pertaining to the distance separation from residentially zoned property, these requirements were not adopted until 04/19/95 by Ordinance 3884, therefore, the sign is legally non-conforming.

FINDINGS

The sign is located in a C-1 (Limited Commercial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Though the existing Off-Premise Sign does not meet the current separation requirements for the use, it met separation requirements in early 1995 when the application was approved by City Council. Staff finds that there is no adverse impact regarding the continued use of the sign, as there have been no significant changes in development or land use in the surrounding area since the initial approval and installation of the sign; therefore, staff recommends approval, subject to a three-year review.

PLANNING COMMISSION ACTION

There were two speakers on this application at the Planning Commission Meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED	12
ASSEMBLY DISTRICT	11
SENATE DISTRICT	10
NOTICES MAILED	193 by City Clerk
APPROVALS	0
PROTESTS	4

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-33351** APN: 139-35-101-001

Name of Property Owner: Vegas Outdoor Advertising Inc.

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

State of Nevada
County of Clark

Print Name: Sam Bailey

Subscribed and sworn before me

This 3rd day of March, 2009

_____ Exp. 07-15-2010
Notary Public in and for said County and State

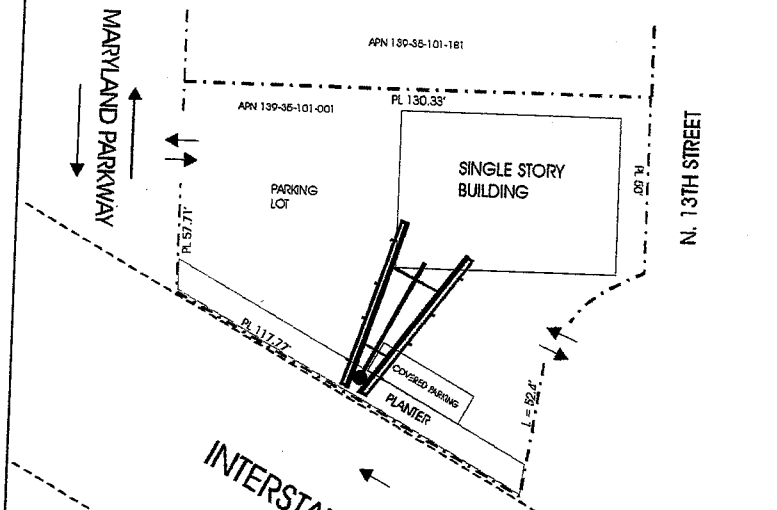
S. SCOW
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 07-15-2010
Certificate No: 06-107894-1

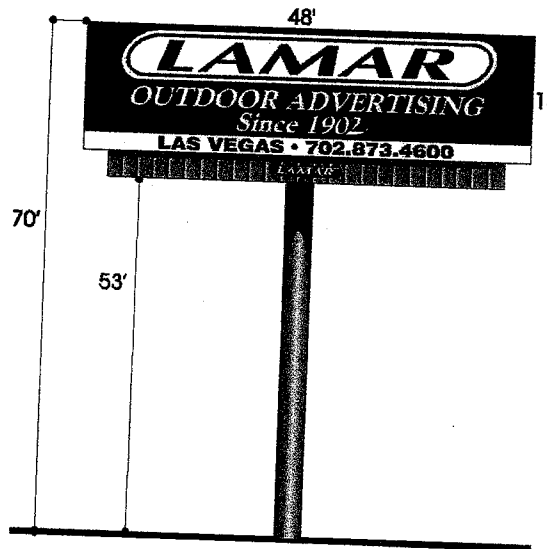
Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

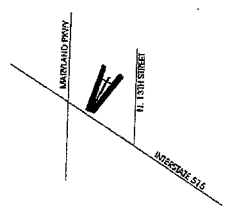
Submitted at Planning Commission

Date 4/9/09 Item 47





ELEVATION (NO SCALE)

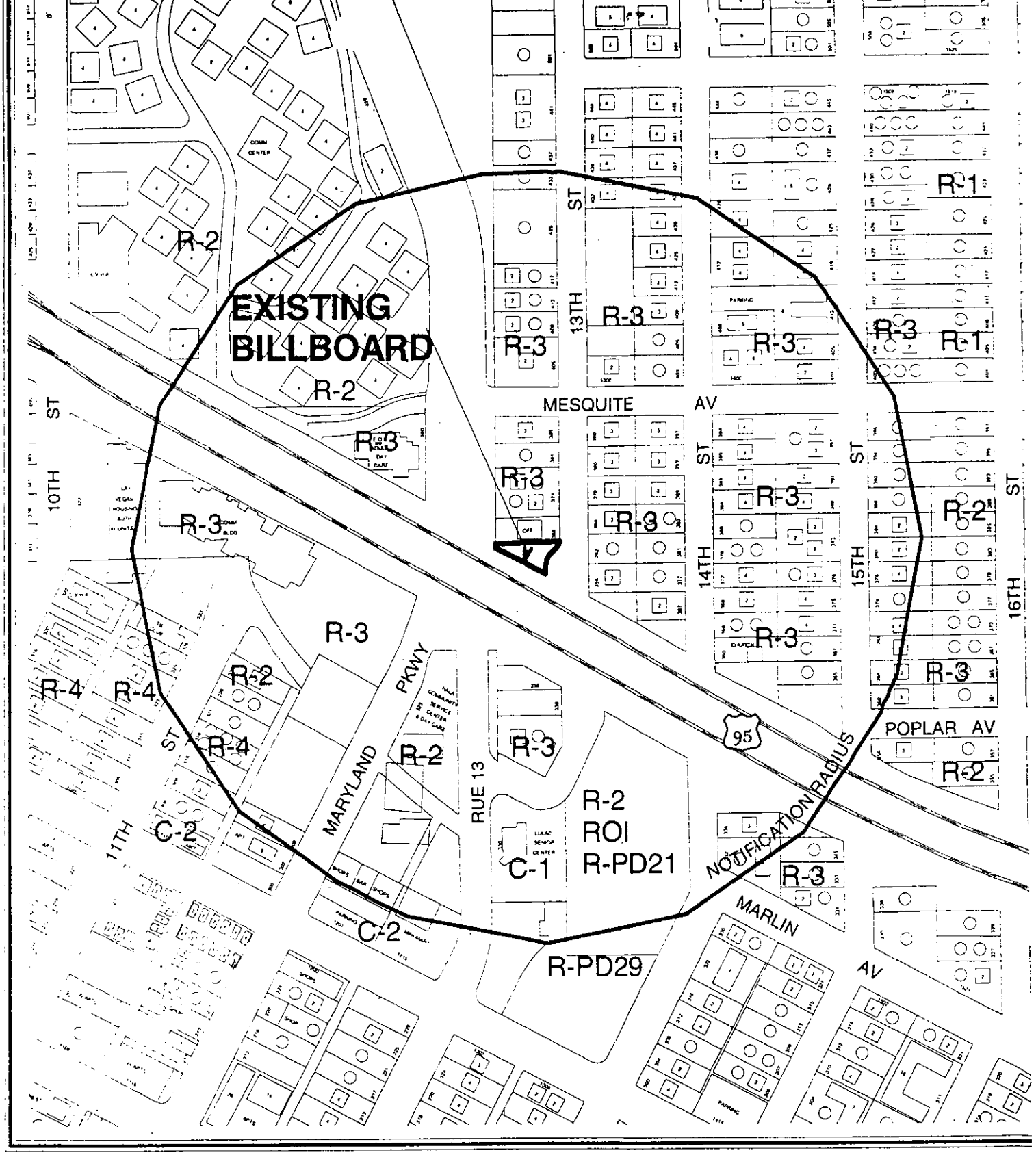


VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 30'	DATE: 2/26/09	DRAWN BY: S.NAFTZGER
VEGAS OUTDOOR SIGN 369 N.13TH		
APN 139-05-101-001		DRAWING NUMBER:

RQR-33351
04/09/09 PC

RECEIVED
MAR 0 4 2009



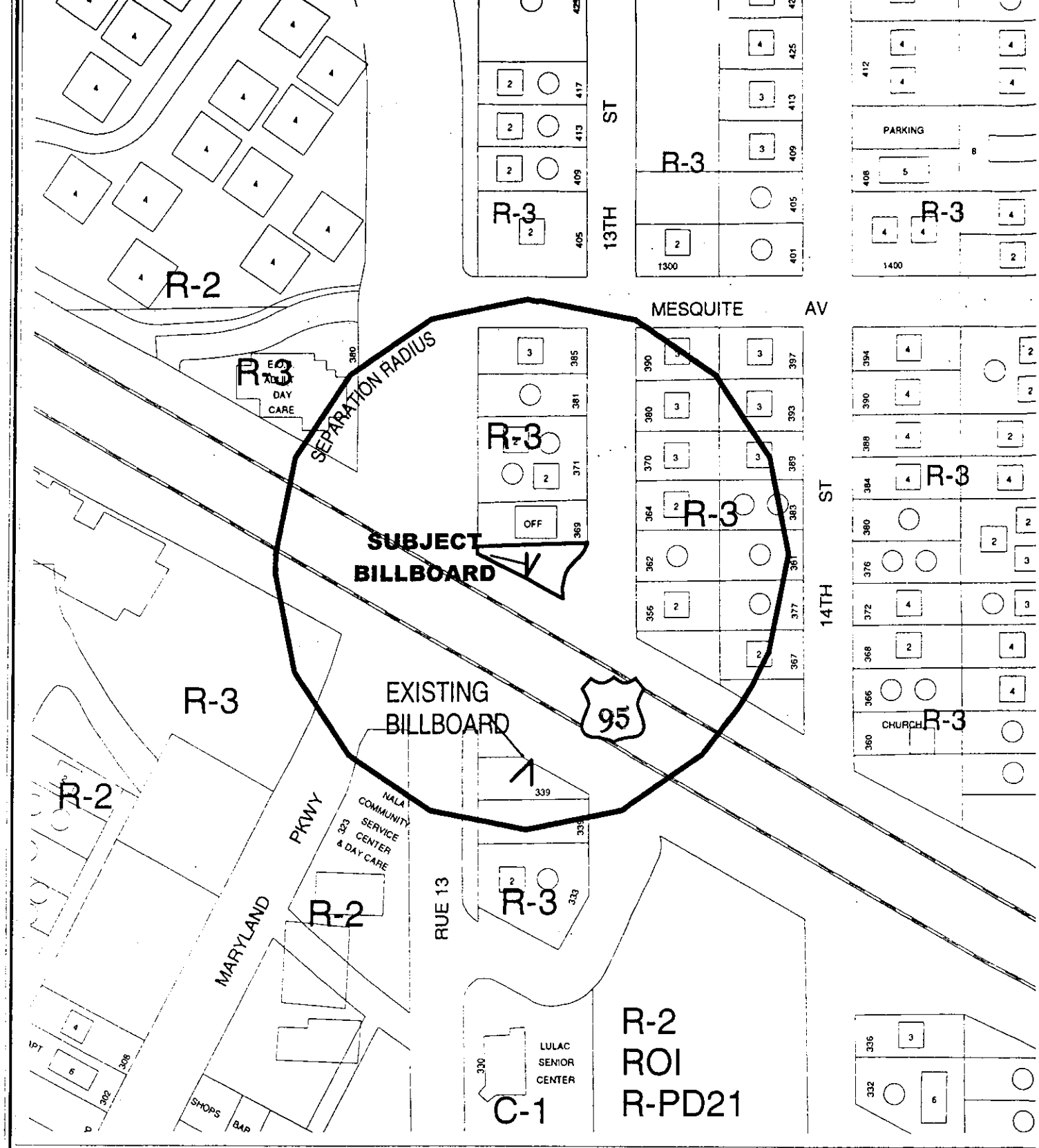
0 200 400 Feet

CASE: **U-0322-94(1)**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) ZONE

RQR-33351
04/09/09 PC



CASE: **U-0322-94(1)**
SEPARATION RADIUS: 300 FT

0 200 400 Feet

RQR-33351
04/09/09 PC



RQR-33351- APPLICANT: LAMAR CENTRAL OUTDOOR - OWNER: VEGAS OUTDOOR ADVERTISING INC
369 NORTH 13TH STREET
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33351- APPLICANT: LAMAR CENTRAL OUTDOOR - OWNER: VEGAS OUTDOOR ADVERTISING INC
369 NORTH 13TH STREET
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33351- APPLICANT: LAMAR CENTRAL OUTDOOR - OWNER: VEGAS OUTDOOR ADVERTISING INC
369 NORTH 13TH STREET
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
MICHAEL J. McDONALD
(MAYOR PRO-TEM)
GARY REESE
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

February 25, 2000

Mr. Ray Bailey
1001 East Bonanza Road
Las Vegas, Nevada 89101

RE: U-0322-94(1) - REQUIRED FIVE YEAR REVIEW

Dear Mr. Bailey:

Your Required Five Year Review on an approved Special Use Permit on property located at 369 North 13th Street which allowed a 14 foot x 48 foot off-premise advertising (billboard) sign, R-3 (Medium Density Residential) Zone under Resolution of Intent to C-1 (Limited Commercial), Ward 5 (Weekly), APN: 139-35-212-001, was considered by the Planning Commission on February 24, 2000.

The Planning Commission voted to recommend ***APPROVAL*** of your request, subject to the following:

1. The Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign be removed.

2. The off-premise advertising (billboard) sign and it's supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

This item will be considered by the City Council on April 5, 2000, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. ***The Council requires that you or your representative be present at this meeting.*** If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely

Chris Glore, Senior Planner
Planning and Development Department
Current Planning Division

CG:clb

cc: Ms. Debbie Barone
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-12/99

RQR-33351
04/09/09 PC

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CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2009 APR 27 P 4:48

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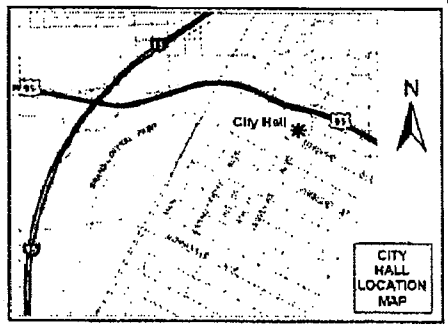
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33351
City Council Meeting of 5/6/2009

LEE ALBERT & LINDA
4974 BROOKBURN DR
SAN DIEGO CA 92130-2778

APN#13935111032

9213082778 2013

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE $ 00.39[4]

MAILED FROM ZIP CODE

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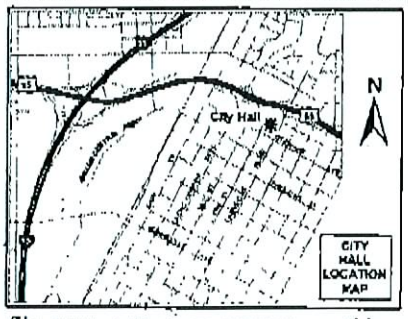
Official Notice of Public Hearing



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If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

RQR-33351

Planning Commission Meeting of 4/9/2009

Case: RQR-33351

13935212027
LAUTEREN HERB E
P O BOX 370323
LAS VEGAS NV 89137-0323

47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE $ 00.39⁴ MAILED FROM ZIPCODE 89101

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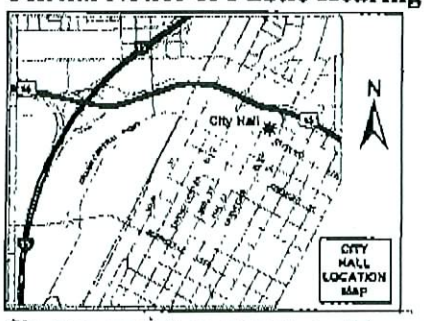

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33351

Planning Commission Meeting of 4/9/2009

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MAR 3 0 2009

Case: RQR-33351

13935212028
LAUTEREN H C LTD
P O BOX 370323
LAS VEGAS NV 89137-0323

0913737C0323 B003

47 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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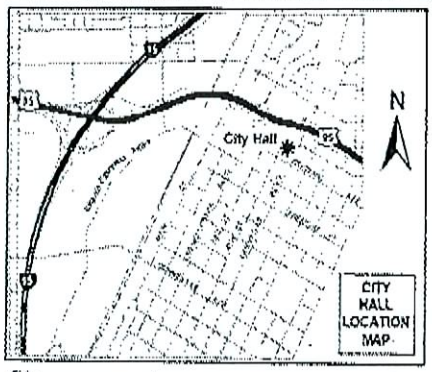

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

13935211076
VIRAVAKIN RANEE
505 ELMWOOD AVE

Case: RQR-33351

47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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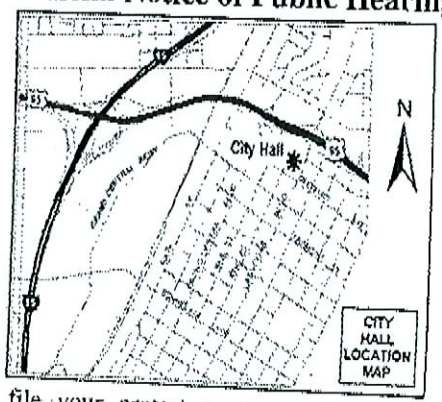

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33351

Planning Commission Meeting of 4/9/2009

13935211076 Case: RQR-33351
VIRAVAKIN RANEE
505 ELMWOOD AVE
EVANSTON IL 60202-2813

47P

FROM : DAN SULLIVAN FAX NO. : 18473285490 Mar. 31 2009 05:22PM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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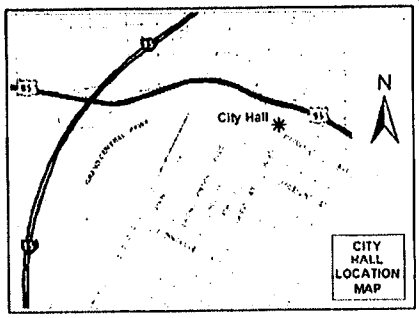

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33351
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: RQR-33351
13935111096
SIMPSON JEAN
%C SIMPSON
P O BOX 781375
LOS ANGELES CA 90016-9375

Submitted after final agenda

Date 4/7/09 Item 47P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004239984 MAR 27 2009
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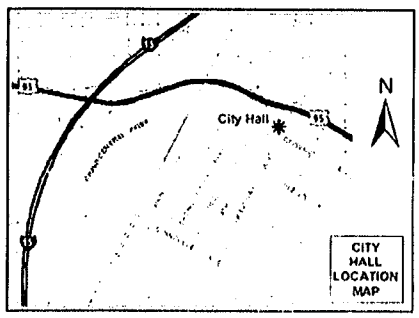

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33351
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: RQR-33351
13935111021
MOLINA ALVARO & VALERIE TRUST
9103 BEVERLYWOOD ST
LOS ANGELES CA 90034-1911

Item 47P

City of Las Vegas Agenda Item No.: **139.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 6, 2009

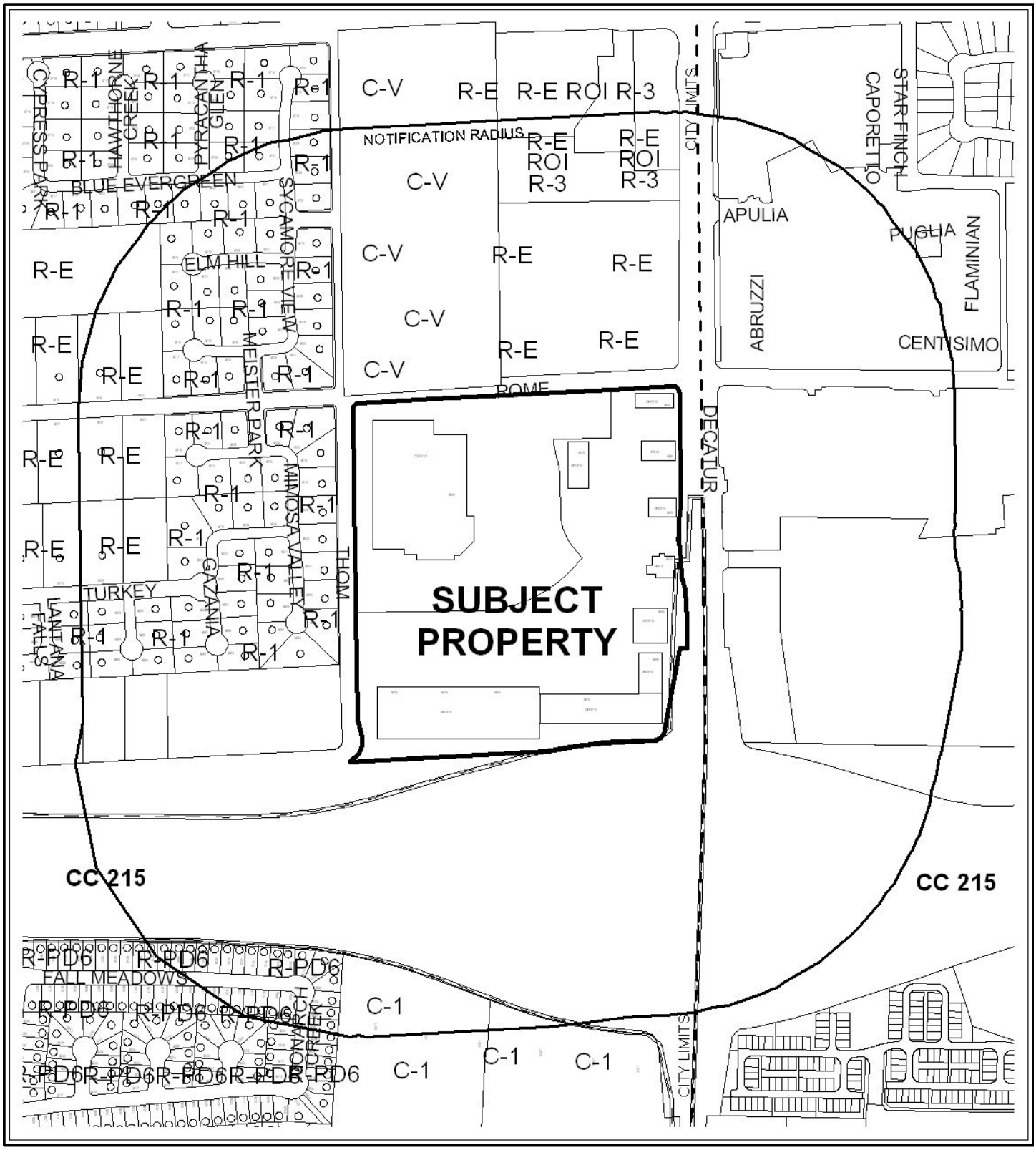
DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-33583 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: MASSAGE ENVY - OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC - Required Review of an approved Special Use Permit (SUP-23093) FOR A 3,270 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH A WAIVER OF THE HOURS OF OPERATION LIMITATION TO ALLOW BUSINESS HOURS FROM 8:00 A.M. to 10:00 P.M. WHERE BUSINESS HOURS ARE RESTRICTED TO 8:00 A.M. to 9:00 P.M.; A WAIVER OF THE 400-FOOT MINIMUM DISTANCE SEPARATION REQUIREMENTS TO ALLOW A 67-FOOT DISTANCE SEPARATION FROM A CITY PARK; AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT TO ALLOW A 130-FOOT DISTANCE SEPARATION FROM ANOTHER MASSAGE ESTABLISHMENT at 6475 North Decatur Boulevard, Suite #160 and #165 (APN 125-24-811-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: NO WAIVER OF BUSINESS HOURS. The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Action Letter for SUP-23093
6. Backup Referenced from the 04-09-2009 Planning Commission Meeting Item 49



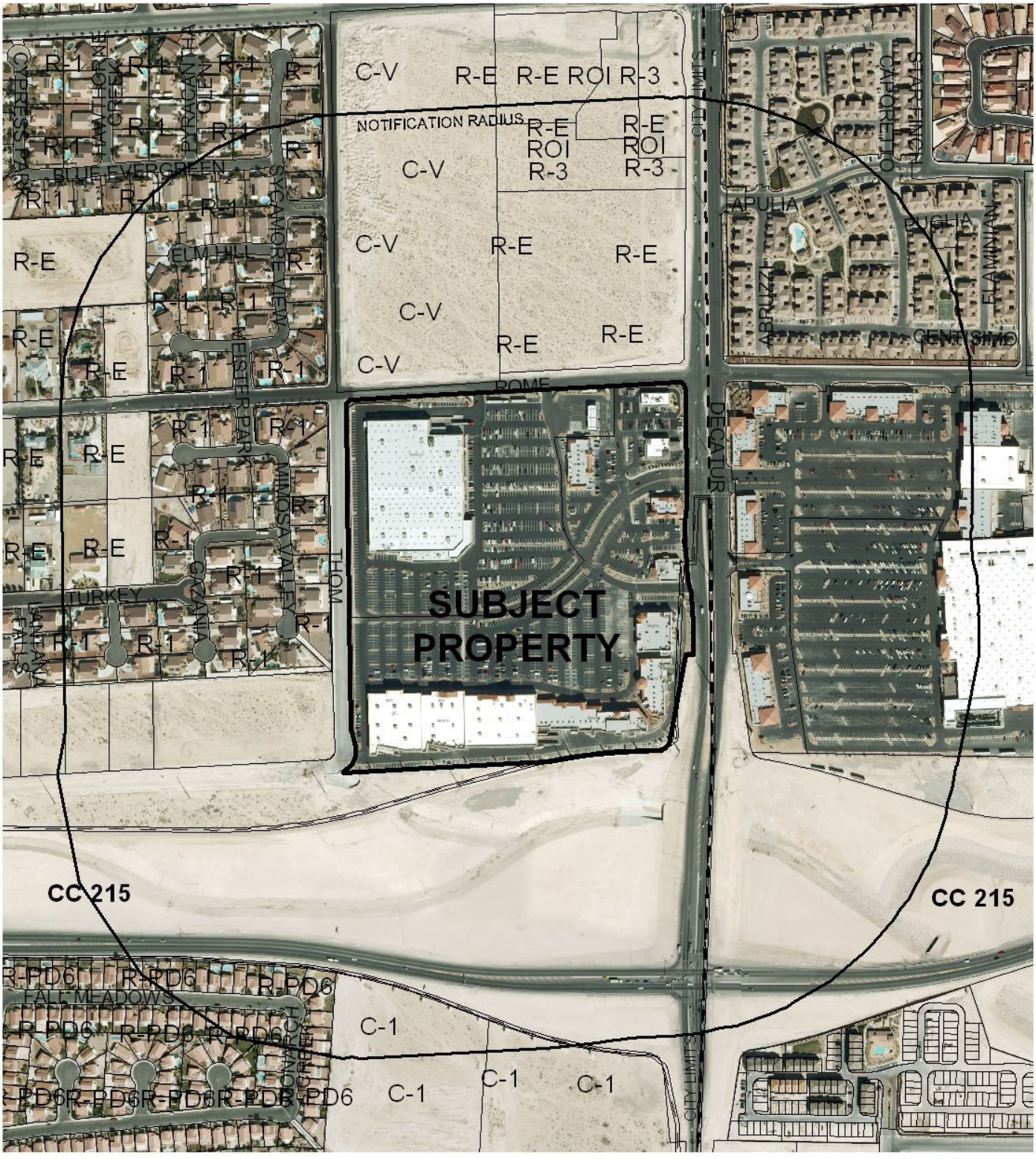
CASE: **RQR-33583**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



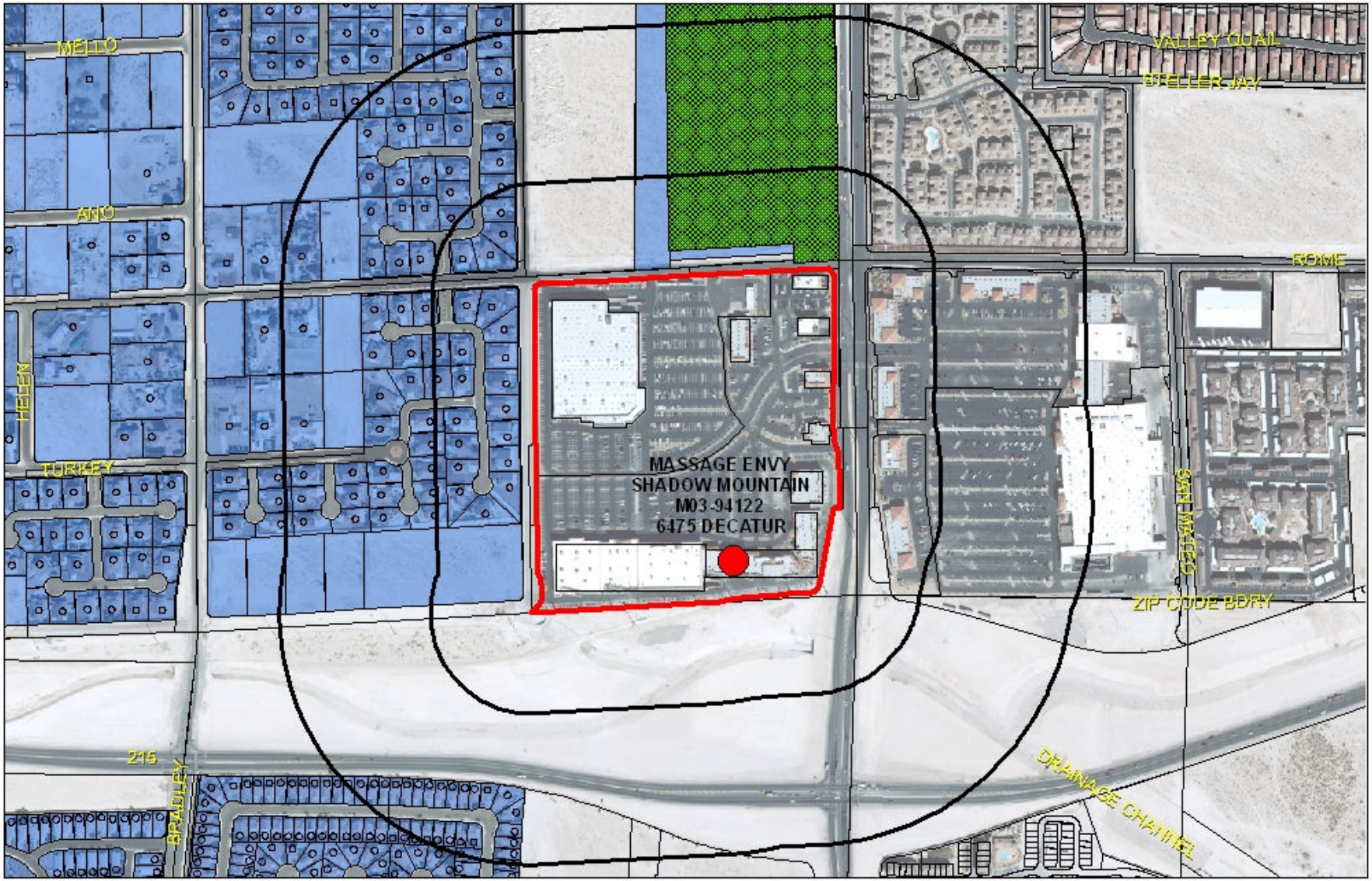
CASE: **RQR-33583**

RADIUS: 1000 FT

0 500 1000 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-33583
Massage Establishment

Business Licenses
- Massage Establishment
- Child Care/ Children Facility

Protected Landuses
- RELIGIOUS
- CITY PARKS
- SCHOOLS

Subject Property
Residential Property
400' & 1000' Buffer

0 337.5 675 1,350 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2009
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-33583 – APPLICANT:MASSAGE ENVY – OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (SUP-23093).

2. 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 without the appropriate permits.

3. This Special Use Permit shall be placed on an agenda closest to October 17, 2011 at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review of an approved Special Use Permit (SUP-23093) for a 3,270 square-foot Massage Establishment with a waiver of the hours of operation limitation to allow business hours from 8:00 a.m. to 10:00 p.m. where business hours are restricted to 8:00 a.m. to 9:00 p.m.; a waiver of the 400-foot minimum distance separation requirements to allow a 67-foot distance separation from a City Park; and a waiver of the 1,000-foot distance separation requirements to allow a 130-foot distance separation from another Massage Establishment at 6475 N. Decatur Boulevard, Suite #160.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
08/25/97	The City Council approved a request to amend a portion of the Northwest Sector Plan of the General Plan (GPA-0027-97) not within the alignment of the Beltway on property located on the northwest corner of Centennial Parkway and Decatur Boulevard from DR (Desert Rural) to SC (Service Commercial). The Planning Commission recommended approval on 07/24/97.
08/25/97	The City Council approved a request for Rezoning (Z-0062-97) from R-E (Residence Estates) to C-1 (Limited Commercial) on property located on the northwest corner of Centennial Parkway and Decatur Boulevard for a proposed 330,500 square-foot Commercial Center. The Planning Commission recommended approval on 07/24/97.
01/17/01	The City Council approved a request for Rezoning (Z-0107-00) from R-E (Residence Estates) to C-1 (Limited Commercial) on property located at the southeast corner of Thom Boulevard and Rome Boulevard for a proposed Commercial Center. The Planning Commission recommended approval on 12/07/00.
06/20/01	The City Council approved a request for Rezoning (Z-0019-01) from R-E (Residence Estates) and R-E (Residences Estates) under a Resolution of Intent to C-1 (Limited Commercial) to C-1 (Limited Commercial) on 31.70 acres on the northwest corner of the intersection of Centennial Parkway and Decatur Boulevard. The Planning Commission recommended approval on 05/10/01.
07/16/03	The City Council approved a request for a Reinstatement and Extension of Time (EOT-2267) on an approved Rezoning (Z-0019-01) from R-E (Residence Estates) and R-E (Residences Estates) under a Resolution of Intent to C-1 (Limited Commercial) to C-1 (Limited Commercial) on 31.70 acres on the northwest corner of the intersection of Centennial Parkway and Decatur Boulevard. The Planning Commission recommended approval on 06/12/03.

05/05/04	The City Council approved a request for a Rezoning (ZON-3976) from R-E (Residence Estates) to C-1 (Limited Commercial) on 3.88 acres adjacent to the southeast corner of Thom Boulevard and Rome Boulevard. The Planning Commission recommended denial on 04/08/04.
11/03/04	The City Council approved a request for a Site Development Plan Review (SDR-5050) and Waivers of building placement and foundation landscaping standards for a proposed 365,700 square-foot Shopping Center on 35.00 acres adjacent to the northwest corner of Decatur Boulevard and the Las Vegas Beltway. The Planning Commission recommended approval on 10/07/04.
11/03/04	The City Council approved a request for a Special Use Permit (SUP-5065) for a proposed Service Station with Gas Pumps adjacent to the southwest corner of Decatur Boulevard and Rome Boulevard. The Planning Commission recommended approval on 10/07/04.
11/03/04	The City Council approved a Petition to Vacate (VAC-5069) Turkey Lane between Thom Boulevard and Decatur Boulevard. The Planning Commission recommended approval on 10/07/04.
12/02/04	The Planning Commission approved a request for a Tentative Map (TMP-5474) for a one-lot commercial subdivision on 35.82 acres adjacent to the northwest corner of Decatur Boulevard and the I-215 Beltway.
02/25/05	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-6036) for the Shadow Mountain Marketplace.
09/08/05	The Planning Commission approved a request for a Master Sign Plan (MSP-8346) for a proposed commercial development at 6555 N. Decatur Boulevard.
02/06/06	The Planning and Development Department approved a request for a Minor Site Development Plan Review (SDR-11169) for two additional drive-through lanes to an approved Financial Institution, General on a portion of 20.95 acres at 6555 N. Decatur Boulevard.
03/15/06	The City Council approved a request for a Special Use Permit (SUP-11170) for a proposed Supper Club at 6555 N. Decatur Boulevard. The Planning Commission recommended approval on 02/23/06.
10/04/06	The Planning and Development Department approved a request for a Minor Site Development Plan Review (SDR-16383) for a proposed 4,456 square-foot Fast Food Restaurant with a drive-through on an approved pad Site “D” on a portion of 20.95 acres at 6475 N. Decatur Boulevard.
10/17/07	The City Council approved a request for a Special Use Permit (SUP-23093) for a proposed 3,270 square-foot Massage Establishment with a waiver of the hours of operation limitation to allow business hours from 8:00 a.m. to 10:00 p.m. where business hours are restricted to 8:00 a.m. to 9:00 p.m.; a waiver of the 400-foot minimum distance separation requirements to allow a 67-foot distance separation from a City Park; and a waiver of the 1,000-foot distance separation requirements to allow a 130-foot distance separation from another Massage Establishment at 6475 N. Decatur Boulevard, Suite #160 and #165. The Planning Commission recommended approval on 09/13/07.

11/06/07	A Temporary Sign Permit (TSP-25318) was issued for Shadow Mountain Dental Group for two sign banners 3' by 15' located at 6525 N. Decatur Boulevard, Ste 130. The permit is valid from 11/06/07 through 01/04/08.
10/30/07	A Code Enforcement case (59403) was processed for work being done without a permit at 6475 N. Decatur Boulevard, Suite 160. The case was closed on 11/02/07.
03/05/08	The City Council approved a request for a Special Use Permit (SUP-25983) for a proposed 1,500 square-foot Package Liquor Off-Sale Establishment at 6485 N. Decatur Boulevard. The Planning Commission recommended approval on 01/24/08.
04/09/09	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #49/ds).
Related Building Permits/Business Licenses	
07/11/07	A building permit (7002222) was issued for interior work for a Certificate of Occupancy at 6475 N. Decatur Boulevard, Ste#160. The permit was finalized on 12/03/07.
12/11/07	A building permit (103367) was issued for tenant improvements for a certificate of Occupancy for Massage Envy at 6475 N. Decatur Boulevard, Ste #160. The permit was finalized on 04/16/08.
04/18/08	A business license (B08-01273) was issued for Beauty/Cosmetic Sales at 6475 N. Decatur Boulevard, Ste #160. The license is still active.
04/18/08	A business license (M03-00171) was issued for a Massage Establishment at 6475 N. Decatur Boulevard, Ste #160. The license is still active.
04/18/08	A business license (M14-00129) was issued for a Membership Service Club at 6475 N. Decatur Boulevard, Ste #160. The license is still active.
04/18/08	A business license (Q24-00005) was issued for a Massage Administration at 6475 N. Decatur Boulevard, Ste #160. The license is still active.
Pre-Application Meeting	
A pre-application meeting was not required, nor was one held.	
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
03/05/09	Staff conducted a field check of the subject site with the following observations: • The hours of operation posted on the entry door conform to Title 19 requirements for a massage Establishment. • The area surrounding the business was clean and well kept. • There was an "A" frame sign on the sidewalk in front of the business that was not permitted.

Details of Application Request	
Site Area	
Gross Acres	21.02

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Massage Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
South	I-215 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Retail Establishment	North Las Vegas	North Las Vegas
West	Single-Family Residences	ML (Medium Low Density Residential)	R-1 (Single Family Residential)
	Undeveloped Land	ML (Medium Low Density Residential)	R-E (Residence Estates)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first required review of an approved Special Use Permit (SUP-23093) for a 3,270 square-foot Massage Establishment with a waiver of the hours of operation limitation to allow business hours from 8:00 a.m. to 10:00 p.m. where business hours are restricted to 8:00 a.m. to 9:00 p.m.; a waiver of the 400-foot minimum distance separation requirements to allow a 67-foot distance separation from a City Park; and a waiver of the 1,000-foot distance separation requirements to allow a 130-foot distance separation from another Massage Establishment at 6475 N. Decatur Boulevard, Suite #160.

There have not been any complaints from surrounding businesses or residents regarding the operation of the Massage Establishment. A Code Enforcement case (59403) was processed on 10/30/07 for work being done without a permit, which was subsequently closed on 11/02/07. During a field inspection of the subject site, staff found the area surrounding the business clean and well maintained, but there was an "A" frame sign posted in front of the business that was not permitted.

FINDINGS

The Massage Establishment is located in a C-1 (Limited Commercial) zoning district. The area surrounding the business is in good condition and being properly maintained. There have been no complaints filed by businesses or residents regarding the establishment; therefore, staff recommends approval with a two-year review.

PLANNING COMMISSION ACTION

The Planning Commission amended the conditions as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 452 by City Clerk

APPROVALS 0

PROTESTS 7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

RQR-33583

Case Number: SvP 23093 APN: 125-24-811-003

Name of Property Owner: _____

Name of Applicant: Massage Envy

Name of Representative: Steve Cook

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____✓_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: MARK LINEHAN

Subscribed and sworn before me

This 17th day of February, 2009

Michelle J. Gore, Notary Public in and for said County and State

MICHELLE J. GORE
Commission # 1825262
Notary Public - California
Santa Barbara County
My Comm. Expires Dec 26, 2012

County of Santa Barbara
State of California

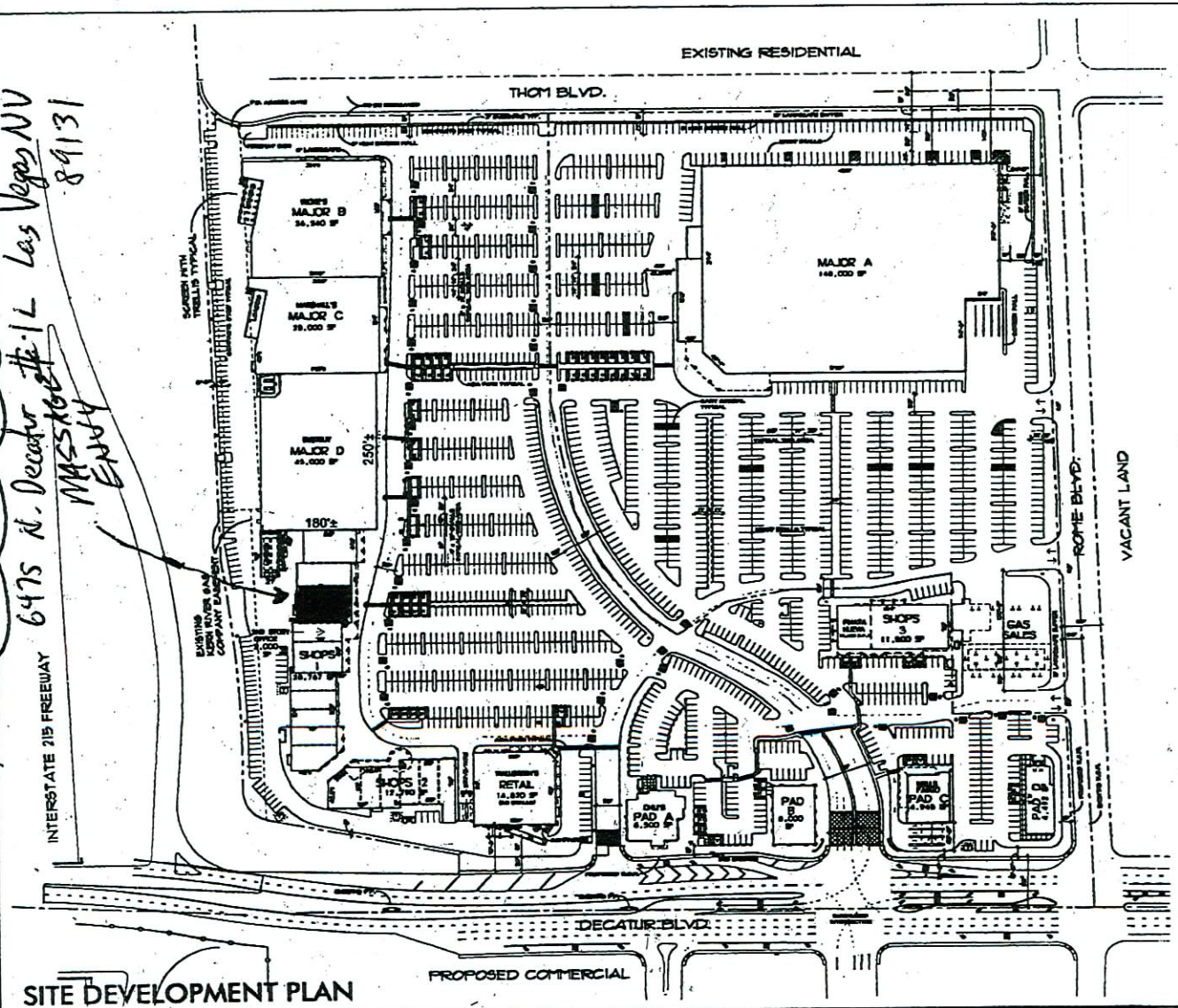
Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.doc

MASSAGE ENVY

6475 N. Decatur Ste. 1L Las Vegas NV 89131

MASSAGE ENVY



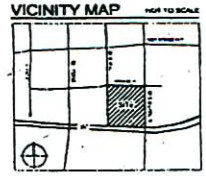
CONSULTANTS

ARCHITECTS (Except Costco)	NADEL ARCHITECTS, INC. 7180 INDUSTRIAL RD., SUITE 800 LAS VEGAS, NV. 89118 T. 702.896.2000 F. 702.896.7170
ARCHITECTS (Costco Only)	MULVANNY ARCHITECTURE 1110 112TH AVE., SUITE 500 BELLEVUE, WA. 98004 T. 425 463 2000 F. 425 463.2002
CIVIL ENGINEER	G.C.WALLACE, INC 1555 S. RAINBOW BLVD. LAS VEGAS, NV. 89146 T. 702 804 2000 F. 702 896.2299
LANDSCAPE ARCHITECT	SOUTHWICK LANDSCAPE ARCHITECTS 6362 McLEOD DR., SUITE 3 LAS VEGAS, NV. 89120 T. 702 597.3108 F. 702 597.3177

Summary

Land	±35.0 AC	±1,524,843 SF
Building		350,152 SF
Land-to-Bldg Ratio		3.39/1
Coverage		22.7%
Parking Required		
Retail: (327,717 sf @ 1/250)		1,311 stalls
Rest: (14,492 sf @ 1/100)		145 stalls
Bank: (4,945 sf @ 1/200)		25 stalls
Office: (2,998 sf @ 1/300)		10 stalls
Total Parking Required		1,491 stalls
Parking Provided		1,969 stalls
Standard		1,761 stalls
Compact		149 stalls (10%)
Handicap Provided		59 stalls
Handicap Required 20 + 1/100 stalls (req'd)		36 stalls
Parking Ratio		5.62/1000

VICINITY MAP



SITE DEVELOPMENT PLAN

SHADOW MOUNTAIN MARKETPLACE
LAS VEGAS, NV.

Owner: Shadow Mountain Marketplace LLC
5330 Debbie Road, Suite 100
Santa Barbara, Ca. 93
(805) 967-6040

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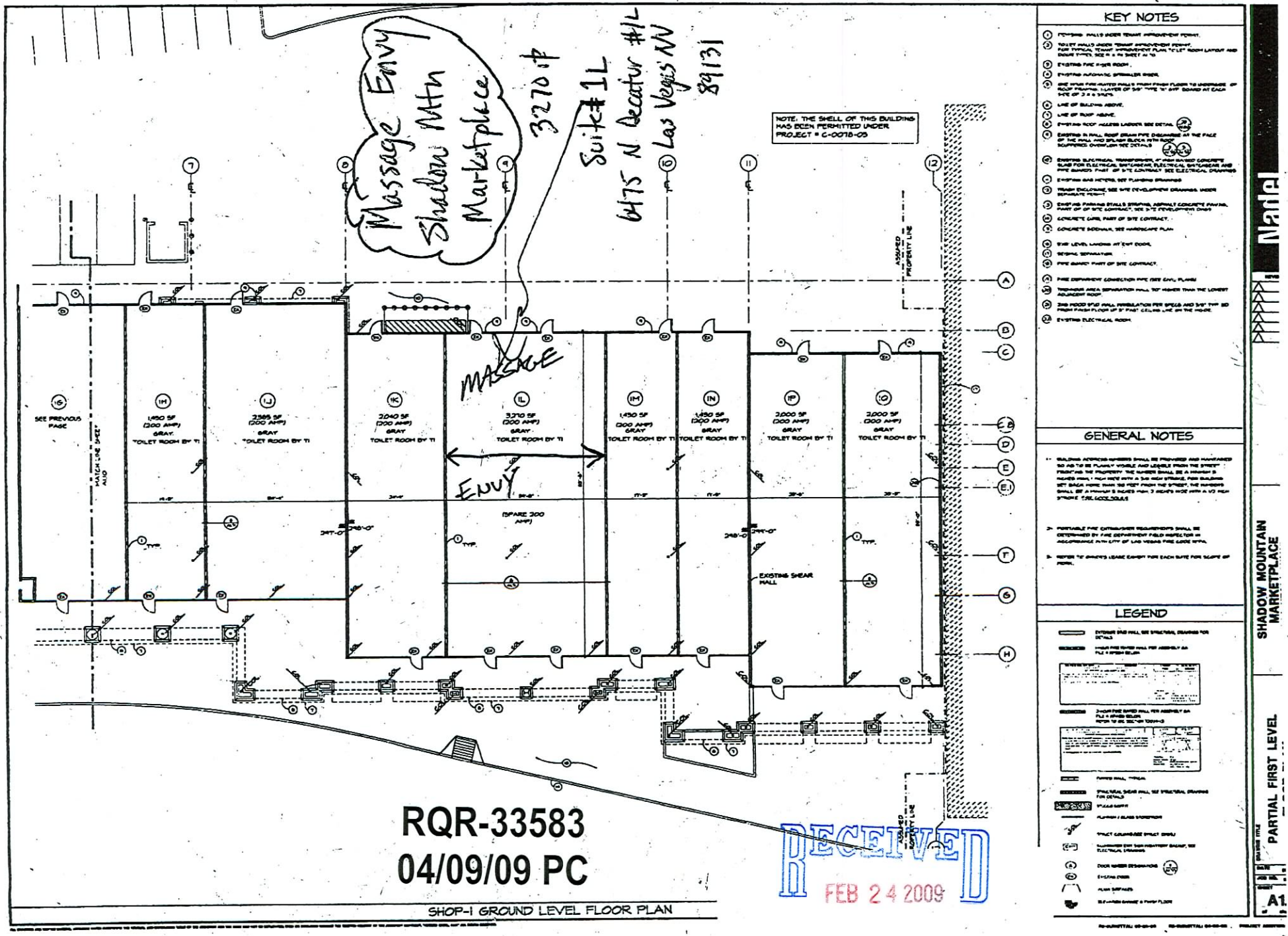
FEB 24 2009

Architects Inc

RQR-33583
04/09/09 PC


Massage Envy
Shadow Mtn Marketplace
3270 sf
Suite #1L
6475 N Decatur #1L
Las Vegas NV
89131
NOTE: THE SHELL OF THIS BUILDING HAS BEEN PERMITTED UNDER PROJECT # C-0078-05
MASSAGE
ENVY
(SPARE 300 AMP)
EXISTING SHEAR WALL
ASSUMED PROPERTY LINE
KEY NOTES
GENERAL NOTES
LEGEND
RQR-33583
04/09/09 PC
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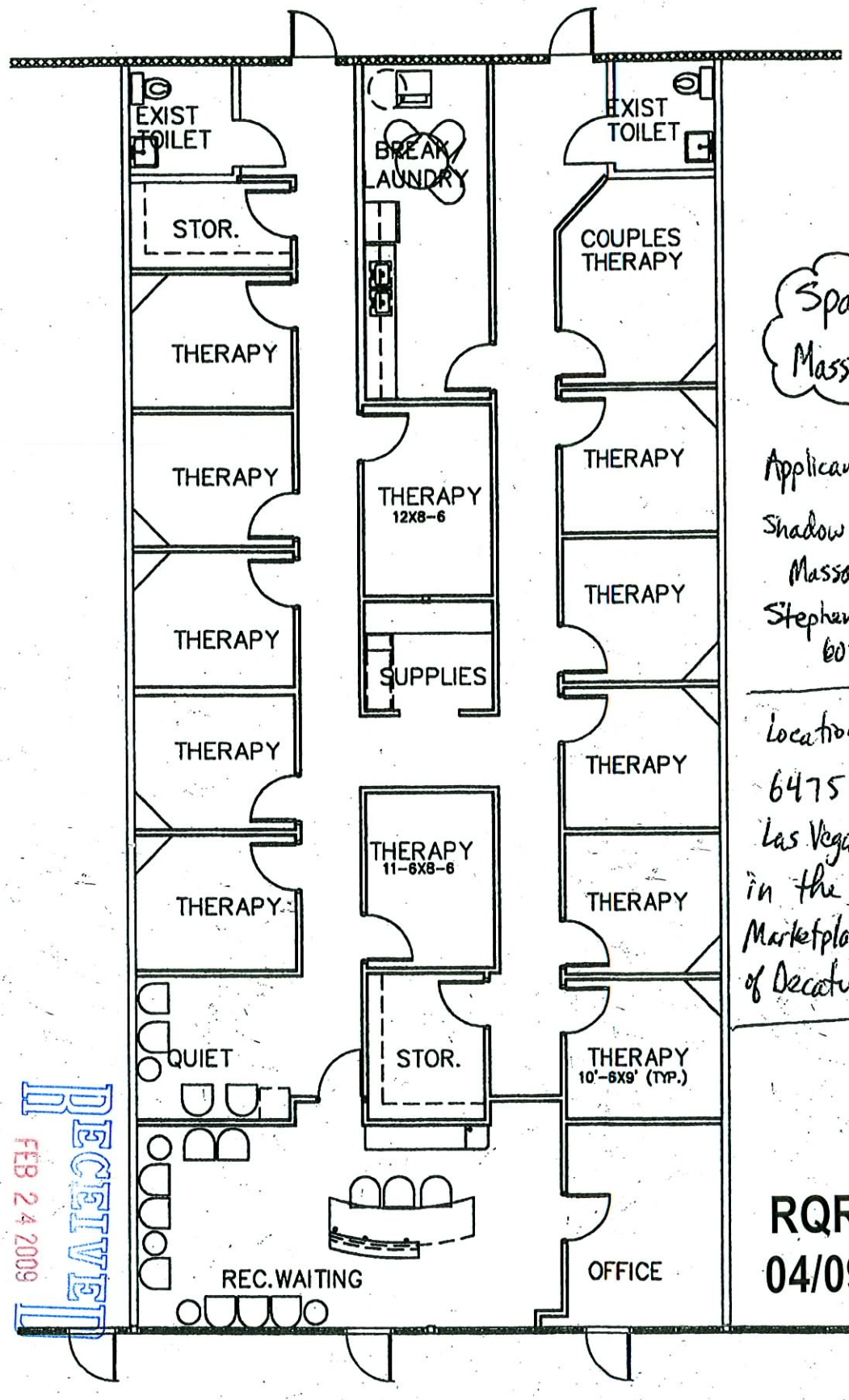
FEB 24 2009
SHOP-1 GROUND LEVEL FLOOR PLAN
SHADOW MOUNTAIN MARKETPLACE
PARTIAL FIRST LEVEL
A1



Space Plan for Massage Envy

Applicant for SUP:

Shadow Mountain Massage NV LLC

Stephen Cook

602-882-0898

Location:

6475 N. Decatur #IL

Las Vegas NV 89131

in the Shadow Mountain Marketplace at the NWC of Decatur and 215

RECEIVED

FEB 24 2009

RQR-33583

04/09/09 PC



RQR-33583 - APPLICANT: MASSAGE ENVY - OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC
6475 NORTH DECATUR BOULEVARD, SUITE #160 AND #165
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33583 - APPLICANT: MASSAGE ENVY - OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC
6475 NORTH DECATUR BOULEVARD, SUITE #160 AND #165
APRIL 9, 2009 PLANNING COMMISSION

03/05/09



RQR-33583 - APPLICANT: MASSAGE ENVY - OWNER: SHADOW MOUNTAIN MARKETPLACE, LLC
6475 NORTH DECATUR BOULEVARD, SUITE #160 AND #165
APRIL 9, 2009 PLANNING COMMISSION

03/05/09

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

October 19, 2007

Mr. Kevin Marsh
Shadow Mountain Marketplace
5330 Debbie Road, Suite #100
Santa Barbara, California 93111-2098

RE: SUP-23093 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 17, 2007

Dear Mr. Marsh:

The City Council at a regular meeting held October 17, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED 3,270 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH A WAIVER OF THE HOURS OF OPERATION LIMITATION TO ALLOW BUSINESS HOURS FROM 8:00 A.M. TO 10:00 P.M. WHERE BUSINESS HOURS ARE RESTRICTED TO 8:00 A.M. TO 9:00 P.M.; A WAIVER OF THE 400-FOOT MINIMUM DISTANCE SEPARATION REQUIREMENTS TO ALLOW A 67-FOOT DISTANCE SEPARATION FROM A PARCEL ZONED FOR RESIDENTIAL USE AND A 30-FOOT DISTANCE SEPARATION FROM A CITY PARK; AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT TO ALLOW A 130-FOOT DISTANCE SEPARATION FROM ANOTHER MASSAGE ESTABLISHMENT at 6475 North Decatur Boulevard, Suite #"s 160 and 165 (APN 125-24-811-003), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 18, 2007. This approval is subject to:

Planning & Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Massage Establishment use, except as amended herein.

2. Conformance to the conditions for Rezoning (ZON-3976) and Site Development Plan Review (SDR-5050) if approved.

3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. The requested waiver of business hours is not approved.

5. There shall be a one year review of the hours of operation at a public hearing of the Planning Commission, from the date of issuance of business license.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

RQR-33583
04/09/09 PC

6. A Waiver of the 400-foot minimum distance separation requirements to allow a 67-foot distance separation from a parcel zoned for residential use and a 30-foot distance separation from a city park is hereby approved.

7. A Waiver of the 1,000-foot minimum distance separation requirements to allow a 130-foot distance separation from another Massage Establishment use is hereby approved.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Stephen Cook
19506 North 41st Lane
Glendale, Arizona 85308

RQR-33583
04/09/09 PC

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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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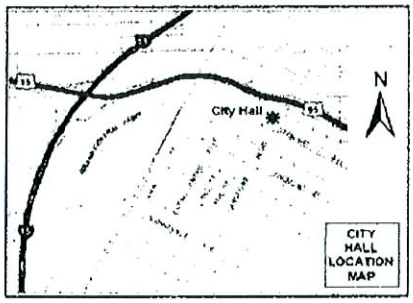
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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MAR 30 2009

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. 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.

RQR-33583
Planning Commission Meeting of 4/9/2009

Case: RQR-33583
12524801002
WITHAM DAVID E & CONNIE
5317 ROME BLVD
LAS VEGAS NV 89131-2717

49 P

MAR-30-2009 03:46A FROM:

ty of Las Vegas
ınning & Development Department
:velopment Services Center
1 S. Fourth Street
s Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

Return Service Requested
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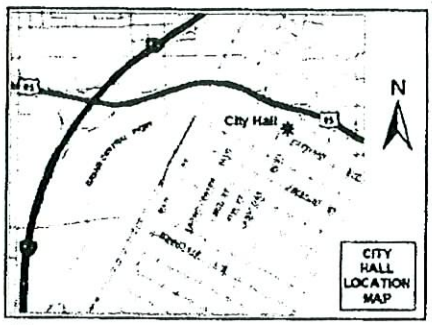

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)R-33583

ınning Commission Meeting of 4/9/2009

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MAR 3 0 2009

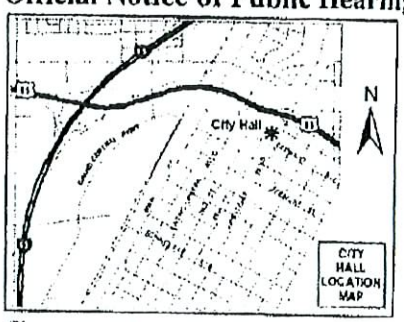
Case: RQR-33583
12419313066
CARQUE GEORGE A & BARBARA L
1900 CORALINO DR
HENDERSON NV 89074-1056

10:385 7268 P.1

49P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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MAR 3 0 2009

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33583

Planning Commission Meeting of 4/9/2009

12419313060 Case: RQR-33583
PRESLIK BOBBIE M & JOHN R
4660 BASILICATA LN #204
NO LAS VEGAS NV 89084-2131

49 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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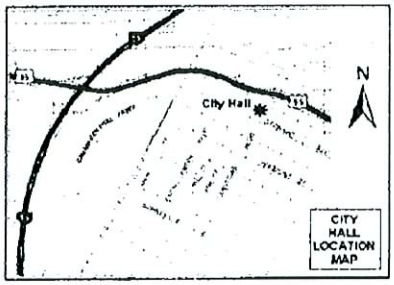
0004239954 MAR 27 2009
MAILED FROM ZIPCODE 89101

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.

RQR-33583
Planning Commission Meeting of 4/9/2009

RECEIVED
MAR 3 0 2009

Case: RQR-33583
12524801002
WITHAM DAVID E & CONNIE
5317 ROME BLVD
LAS VEGAS NV 89131-2717

99 P

Mar 30 2009 5:43AM NV SOUTHWEST HOLLY 702 733 9311 p.1

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MAR 3 1 2009

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

this is an example of going through the drill you say you want comments but do not provide a form or space for comments. We are all not dumb we can see through this scheme!

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UNITED STATES POSTAGE
PITNEY BOWES
$ 00.394
0034239954 MAR 27 2009
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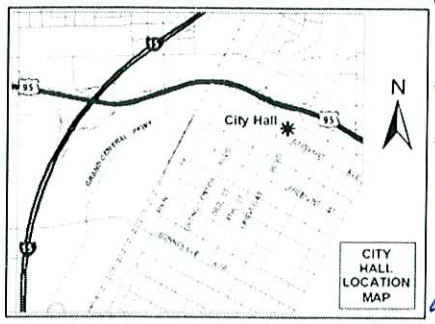
Official Notice of Public Hearing



Our City Planners (Council) must think we are stupid. Where will the lease money come from if not from us tax payers. We will pay 2 times once to lease then to buy. The lessor will make money off this deal.

No one has every said WHY

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12524810004
WATERS FAMILY TRUST
6484 LANTANA FALLS CT
LAS VEGAS NV 89131-2904

Case: RQR-33583

☐ I SUPPORT this Request

☒ I OPPOSE this Request

We need a new building & why Now!

Please use available blank space on card for your comments.

RQR-33583
Planning Commission Meeting of 4/9/2009

this is just a make believe hearing the decision has been made and logic will not be listened to. the Council are like sheep what the mayor says goes. It very sad!

Neither Lofor not construction cost have gone down.

49P

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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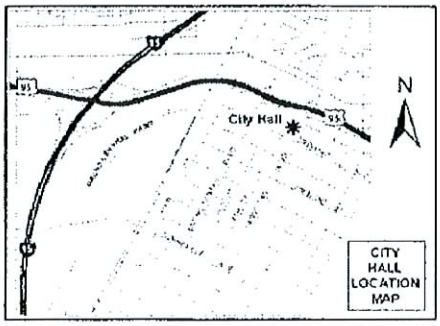

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-33583
Planning Commission Meeting of 4/9/2009

Case: RQR-33583
12419313084
VISSER ROGER E & JUDIE LEE
1684 N HOMSY AVE
CLOVIS CA 93619-3724

99 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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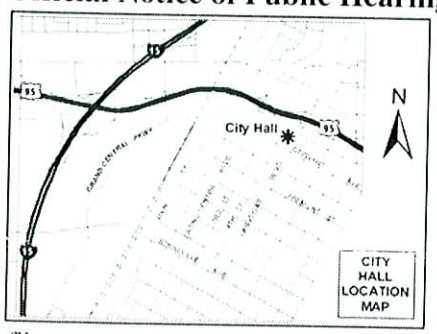

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☒ I OPPOSE this Request

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RQR-33583
Planning Commission Meeting of 4/9/2009

Case: RQR-33583
12419313048
KARSTEDT LINDA M LIVING TRUST
4630 BASILICATA LN #104
NO LAS VEGAS NV 89084-2127

49p

PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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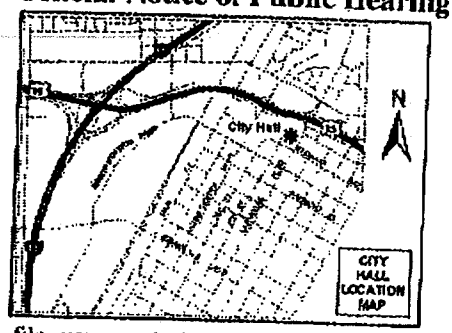

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☒ I OPPOSE this Request

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RQR-33583

Planning Commission Meeting of 4/9/2009

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APR 07 2009

12419312206 Case: RQR-33583
FRITCH PATRICIA L
4685 APULIA DR #104/27
NO LAS VEGAS NV 89084-5498

04/02/2009 16:49 7025150863

Submitted after final agenda

Date 4/7/09 Item 49P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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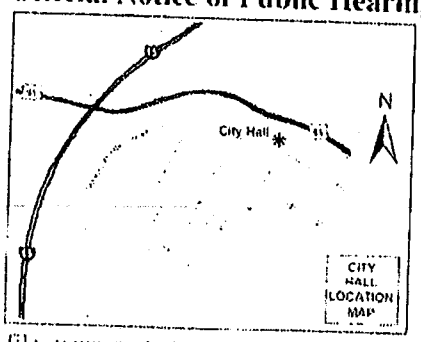

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-33583

Planning Commission Meeting of 4/9/2009

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APR 02 2009

12419313073 Case: RQR-33583
LIGHTFOOT JAMES W JR & LEONORA S
18112 ROLLINS DR
SMITHVILLE MO 64089-9082

Submitted after Postponement

Date Item 49 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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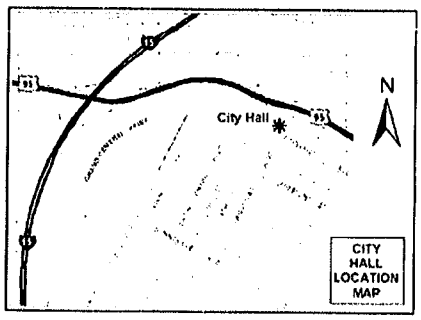

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-33583
Planning Commission Meeting of 4/9/2009

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APR 07 2009

Case: RQR-33583
12419312207
MUNDING CECILE
4685 APULIA DR #201/27
NO LAS VEGAS NV 89084-5498

Submitted after final agenda

Date Item 49 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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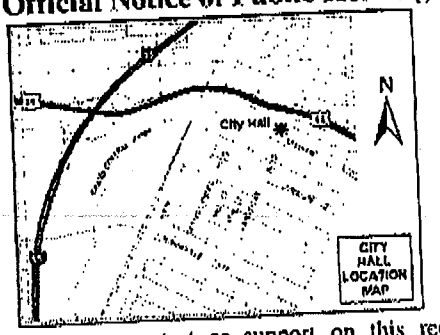

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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RQR-33583
Planning Commission Meeting of 4/9/2009

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Case: RQR-33583
12419312088
SITTIG JOSEPHINE C & DOLAN R
9532 PACIFIC VIEW DR
LAS VEGAS NV 89117 0116

Submitted after final agenda

Date Item 49A

City of Las Vegas Agenda Item No.: **140.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **141.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2009

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